

REQUEST FOR BIDS (by Email)

Date: 04/01/2020	To: Potential Bidders for SHA Solicitation						
Jake. 6 %6 %2626	#5586 Roof Replacement, Scattered Sites Package 4						
The work described below is subject to the conditions described on Attachment A, version 1 version 2							
SHA Solicitation No.: 5586	(Federal Prevailing Federal Wage Dec Davis Bacon, Re General Decisi WA20220091 02/25/	cision No.: sidential, ion Nr.:	OR	(State Prevailing Wages) Date of State Prevailing Wage Schedule: N/A			
•	SHA's Contact Name:	Phone		No.: (206) 615-3470			
Complete Work: 90 days after issuance of Notice to Proceed	Diana Peterson Sr. Contract Admin	nistrator	E-mail:	diana.peterson@seattlehousing.org			
Project Description / Scope of Work: The estimated amount for this proje	Project Description / Scope of Work: See Scope of Work attached. See Scope of Work below. The estimated amount for this project is between \$95,000.00 and \$105,000.00.						
PRE-BID SITE VISIT: Thursday, April 7, 2022, at 10:00 AM.							
Meet at 14036 Greenwood Ave N., Seattle, WA 98133. The site visit will take up to four hours and cover multiple locations. (see attached map)							
DEADLINE FOR QUESTIONS is April 15, 2022 – no later than 4:00 PM.							
Email your questions to: diana.peters							
BID DUE DATE AND TIME: by Friday April 29, 2022 at 2:00 PM. The bidder is responsible for ensuring that its Bid is received prior to the deadline. Bids received after the deadline will not be considered.							
bids from contractors for this solicitation. Register for FREE at www.mrscrosters.org and select Seattle Housing Authority. All companies on the roster must meet the agency's minimum qualifications for licensing bonding, and insurance and not be on any state or federal debarment lists. EMAIL YOUR BID TO: purchasing@seattlehousing.org and include the Solicitation number and SHA's contact name above							
BIC	DER ACKNOWLED	GES RECE	PT OF AD	DENDA(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. 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 Choose an item.			<u> </u>	Total Bid Price (with Sales Tax)			
Complete attached Detailed Bio Form	Complete attached Detailed Bid Form		ed Bid	Complete attached Detailed Bid Form			
Bidder's Business Name:	Telephone No.:	Telephone No.:		E-Mail Address:			
Address:	City, Star		City, State	e, Zip Code:			
Business Classification: Contractor Registration No.:							
☐ WBE ☐ MBE ☐ MWBE	☐ Section 3						
Signature:	Date:			Printed Name and Title of Person Signing Bid:			
furnish all material and labor and to p	erform all work descri carefully evaluated th	ibed herein fo ne Project De	or the Bid F scription / S	Price noted above. The Bidder also certifies Scope of Work and Attachment A, and to mg wages.			

Seattle Housing Authority

Detailed Bid Price Form

Bidder's Check List

Project Title: Roof Replacement, Scattered Sites Package 4

- 1) The total of the bid items below <u>must</u> equal the total bid price on the Request for Bids form.
- 2) A bid must be submitted for each item listed below.

SHA Reference No: **5586 Bidder's Business Name:**

- 3) The Bidder's Business Name must be filled in below.
- 4) This "Detailed Bid Price Form" must be returned with the Request for Bids form.

Item:	Description / Location	Basic Bid Price (without Sales Tax):	**Sales Tax on Materials Only	Total Bid Price (with Sales Tax)			
1	14036/14040 Greenwood Ave N	. \$	\$	\$			
Item:	Description / Location	Basic Bid Price (without Sales Tax):	***Sales Tax on Materials and Labor	Total Bid Price (with Sales Tax)			
2	409 South Henderson Street	\$	\$	\$			
3	8506 17th Ave NW	\$	\$	\$			
4	4701 26th Ave SW	\$	\$	\$			
	TOTAL B	\$					
Rights Reserved by SHA: SHA reserves the right to waive as an informality any irregularities in bids, to reject any or all bids, and to cancel this solicitation at any time prior to contract award. SHA also reserves the right to award all or any portion of the work specified in this Informal Solicitation to any bidder. Signature: Date:							
Printed Name and Title:							
Bidder's E	Business Name: Te	elephone No.:	E-Ma	E-Mail Address:			
Address:			City, State, Zip Code:				
	wing property location identified on the detailed b ds and services directly from the Contractor. Th						

***On the following property locations identified on the detailed bid price form in items 2, 3 and 4, SHA is subject to sales tax for materials, labor and services rendered. The Contractor must pay sales tax on labor, services rendered, and materials purchased for this job.



Attachment A, Version 2

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

Invitation to Bid (by e-mail)

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

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

- 1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of the bid submittal;
- 2. Have a current Washington Unified Business Identifier (UBI) number;
- 3. If applicable:
 - Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - Electrical Contractor License, if required by Chapter 19.28 RCW
 - Elevator Contractor License, if required by Chapter 70.87 RCW
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
- 5. Has not more than one violation of the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370. (Applicable until December 31, 2013)
- 6. Has not been debarred, suspended, or otherwise ineligible to contract with SHA and is not included on the Excluded Parties List System (EPLS) on GSA's SAM (System for Award Management) 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.

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

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

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

<u>Bid Bond</u>: SHA does not require a bid guarantee for small works roster construction projects estimated to cost \$250,000 or less.

<u>Insurance:</u> 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. <u>Commercial Automobile Liability Insurance.</u> \$1,000,000 combined single limit coverage
- 7. <u>Pollution Liability Insurance</u>: \$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.

<u>Performance & Payment Bond Requirements</u>: 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.

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

Tax Exempt Status of SHA:

On the following property locations identified on the detailed bid price form in item 1, 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.

On the following property locations identified on the detailed bid price form in items 2, 3 and 4, 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.

<u>Protests:</u> Any protest of award shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at <u>SHA website</u>.

<u>General Conditions:</u> 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 <u>SHA website</u>, or upon request, a copy of the General Conditions may be obtained by calling SHA at (206) 615-3379.

<u>Performance Evaluation:</u> 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 <u>SHA website</u>.

<u>Section 3</u>: Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of

government assistance for housing, and to business concerns which provide economic opportunities to lowand very low-income persons. Each bidder is required to submit with its Bid a Section 3 Business Certification form. Failure to complete this form may render a bid non-responsive.

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

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

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

COVID-19 Vaccination Policy for Contractors SHA has implemented a COVID-19 Vaccination Policy for Contractors, Consultants, Suppliers or contract holders herein after referred to as "Contractors", a copy of which is attached to this solicitation as Attachment F (the "COVID Policy"). The work as currently contemplated by this solicitation does require compliance with the COVID Policy. By submitting a bid, proposal, or response to this solicitation, you (i) affirm, represent, and warrant to SHA that all individuals performing work under the contract who come on-site will have had their vaccine status verified or an appropriate accommodation will have been granted for those who have been granted a disability or religious exemption in accordance with applicable law, and (ii) agree to comply (and to cause your subcontractors, subconsultants, and agents to comply) with the COVID Policy and to cooperate with SHA in any investigations with respect to such compliance, including signing such attestations as SHA may reasonably require and providing such information or records as SHA may be reasonably request, except for any information or records that you may be prohibited by law from disclosing.

SECTION 01 10 00 - SUMMARY OF WORK

PART 1 - GENERAL

General provisions of the contract, including General Conditions and other Specifications, apply to this section.

1.0 SUMMARY

A. This Section includes the following:

- 1. Work covered by the Contract Documents.
- 2. Type of the Contract.
- 3. Contract Period.
- 4. Warranty.
- 5. Submittals.
- 6. Use of premises.
- 7. Asbestos.
- 8. Work restrictions.
- 9. Permits.
- 10. Governing codes and regulations.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Scattered Sites Package 4
Project Locations:

14036/14040 Greenwood Ave N. Seattle, WA 98133

8506 17th Ave NW Seattle, WA 98117

4701 26th Ave SW Seattle, WA 98106

409 S. Henderson St. Seattle, WA 98108

Owner:

Seattle Housing Authority 190 Queen Anne Ave N P.O. Box 19028 Seattle, WA 98109-1028

Owner's Representative:

Christopher Mak, Assistant Construction Project Manager

Contact Information: Telephone 206-615-3348

B. The Work consists of the following:

- 1. The Contractor will provide all labor, new materials, permits, and equipment necessary to perform all work. The work includes but is not limited to:
- a. Remove existing roof felt and shingles and replace with 35-year, high wind SBS modified glass reinforced asphalt shingles over one course of secure-start light-weight steep slope synthetic SBS

- underlayment (ASTM 4869). Color to be selected by owner from available range of Manufacturer's standard colors.
- b. Roofs with existing ridge venting, remove existing ridge venting and shingles and replace with new ridge venting and shingles from same manufacturer as main roof.
 - 1) Examine air spacing of existing ridge vent cut and correct as required to assure proper ventilation.
- c. Roofs with any existing turtle/box venting, block and scab sheathing at old ventilation penetrations of same thickness of existing roof sheathing, install new ridge venting and shingles from same manufacturer as main roof.
- d. Remove and replace drip edge and eave flashings, wall to deck flashing, pipe vent flashings, all exhaust/vent caps, any additional miscellaneous flashings, i.e. kick-out flashing, step flashing around chimneys, skylights, parapet wall cap metal and low sloped roof edge flashing.
 - 1) Install over-lapping cut valleys in lieu of sheet metal flashing at valleys.
- e. Assure proper drainage from sloped roof to existing gutter system.
- f. Broom sweep solid ground surfaces, remove project related debris from all areas including gutters and landscaping, and properly dispose of such debris on a daily basis.
- C. Contractor shall field verify all measurements and site conditions.
- D. Roof decking and framing members shall be repaired or replaced upon authorization by Owner and per unit pricing.

1.3 TYPE OF CONTRACT

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

1.4 SITE VISITS

A. A formal pre-bid site visit schedule will be included in the Request for Bid form. The site visits will be restricted to normal business hours, 8:00AM -5:00PM.

1.5 CONTRACT PERIOD

- A. Work will be substantially complete in 90 (Ninety) calendar days from date of Notice to Proceed.
- B. Contract Time may be changed only by Contract Change Order.

1.6 WARRANTY

- A. Contractor shall provide letter signed by officer of company certifying warranty validity. All expense for labor and materials for any defects in product or installation shall be covered for 2 years. Defects include leakage.
- B. Contractor shall provide 35 year warranty documentation from manufacturer to include letter of certification or express written warranty contract if available. Material Warranty Period is 35 years from date of Substantial Completion, prorated, with first five (5) years non-prorated.

1.7 SUBMITTALS

A. Contractor shall provide a schedule of activity and all materials including but not limited to: color charts, warranty information, technical information on roofing and related materials.

1.8 USE OF PREMISES

- A. General: Contractor shall have partial use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of premises to areas required to perform the Work. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy of Project site and use by residents and other users.
 - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Contact the owner for placement location of waste containers and storage materials in the building parking areas. Inspection of access surfaces prior to Work and at completion of work will be conducted by owner and contractor. Damage to surfaces from work will be repaired by the Contractor, solely at the Contractor expense, to Owner's satisfaction.
 - 3. Schedule deliveries and debris pick-ups to minimize use of driveways and entrances, Deliveries to site shall not be permitted without prior approval by and or coordination with the Contractor.
 - 4. Contractor to provide the necessary safety warning signs and barricades where applicable during exterior construction activities.
- C. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair all damage to building interiors / exteriors of building and adjacent areas caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Protect all walkways, driveways and entries from dust and debris during the construction process. Contractor shall clean daily all dust and debris. Contractor shall cover and protect areas adjacent to work areas from dust and debris.
- D. Daily Clean-Up: Contractor shall be responsible for complete daily clean-up and legal disposal, off site of all debris generated during and from the work. Owner will not provide personnel for providing routine housekeeping services.
- E. The Owner will provide construction water. Contractor to provide potable water, sanitary facility and temporary electrical power if not available. **Do not use the Residents electricity to run equipment.**

1.9 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal business working hours of 8 a.m. to 5:00 p.m., Monday through Friday, except holidays including the following Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving Day and the day following Thanksgiving, Christmas Day and New Year's Day.
 - 1. Work shall not be performed outside of normal working hours without prior approval from Owner. Approval does not constitute authorization for payment of overtime pay rates by the Owner.
- B. Contractor shall provide not less than 72 hours notice to Owner prior to mobilizing beginning work on a building. Should work be delayed Contractor shall notify owner each morning of delay by 8 a.m.

1.10 PERMITS

A. It is the Contractor's responsibility to obtain all necessary permits and inspections as may be required to perform all aspects of the required work for this project including asbestos abatement. The costs of any such permits and associated fees are to be included in the

Contractor's bid amount.

B. Contractor shall arrange for and supply personnel for inspections of work by all AHJ Inspectors (including building permit inspections) and shall give the inspectors all necessary assistance in their work of inspection as required.

1.11 GOVERNING CODES AND REGULATIONS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 11 20 - CONTRACT REQUIREMENTS

PART 1 - GENERAL

RELATED DOCUMENTS

General Conditions and other specification sections, apply to this section.

1.1 PRE-CONSTRUCTION CONFERENCE

Prior to beginning the Work, the Contractor shall meet with the Owner to coordinate the Progress Schedule, to verify procedures and to discuss other requirements that may be of concern to any of the parties involved.

1.2 CONTRACT RESTRICTIONS

A. Time of Completion: The work of this Contract shall commence immediately after the effective date of the Notice To Proceed and shall be Substantially Complete **no later than 90-Calendar Days after Notice to Proceed date**. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are ESSENTIAL CONDITIONS of this contract. It is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed. It is anticipated that the date of Final Completion be no later than **14-Calendar Days after Substaintial Completion**. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the same has taken into consideration the average climatic range and usual industrial conditions prevailing in this locality.

B. Extensions of Time: Should an extension of time be granted to the Contractor, he/she shall indemnify and save harmless the Owner for any loss to any other Contractor caused by such extension of time.

1.3 CHANGES IN THE WORK

Refer to Part 7 of the General Conditions.

1.4 INSTRUCTIONS

All instructions will be given to the Contractor, or his/her authorized agent, by the Owner's Representative for distribution to all subcontractors or tradesmen on the Work; in like manner all communication from subcontractors and tradesmen on the Work to the Owner will be given through the Contractor. No subcontractors or tradesmen shall contact the Owner to discuss the Work, except as the Contractor may arrange.

1.5 WASTE SITES

- A. The Contractor shall select his/her own waste sites not upon the job site or any property contiguous thereto. The Contractor is solely and alone responsible for any and all damages done or regulations violated in the disposal of waste material, and for any other actions which he/she performs. Contractor holds the Owner faultless and free from liability for any and all damages and costs incurred as a result of Contractor's actions.
- B. It shall be the responsibility of the Contractor to pay all fees and costs incurred in the testing, packaging, transportation and disposal of waste material.
- C. Dispose of all waste in a legal manner at appropriate, off site legal waste sites.
- 1.6 STORAGE OF TOOLS AND MATERIALS

Storage of tools and materials on the site shall always be subject to the satisfaction of the Owner. The Owner shall assume no responsibility or liability for materials and equipment stored on the site. Refer to Section 5.08 of the General Conditions.

1.6 SIGNS

Posting of any and all signs are subject to the satisfaction of the Owner.

1.7 WATER AND POWER

Refer to Section 01 50 00 Temporary Facilities and Controls.

1.9 PROTECTION OF PUBLIC AND PRIVATE UTILITIES/PROPERTY

- A. The Contractor shall be responsible for any breakage of utilities or services resulting from his/her operations and shall hold the Owner and its agents harmless from any claims resulting from disruption of service or damage to utilities.
- B. The Contractor shall be responsible for any damage to improvements in the City right of way including, but not limited to, streets, sidewalks, curbs and the like and shall repair any damage prior to project's acceptance. Prior to the start of Work the Contractor shall document in writing and photographs any existing damage to adjacent streets, sidewalks, curbs etc. and submit to Owner's Representative for the Project record.

1.10 DUST CONTROL

Keep dust down at all times, including non-working hours, weekends and holidays.

1.11 AIR QUALITY

Comply with all applicable standards, order, or regulations issued pursuant to the Clean Air Act of 1970.

1.12 PROTECTION

See Section 5.11 of the General Conditions

END OF SECTION 01 11 20

SECTION 01 26 00 CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

Conform to the requirements of the General Conditions of the Contract.

1.2 WORK INCLUDED

- 1.3 Coordinate related requirements specified in other parts of the project manual, including but not limited to following:
 - A. General Conditions of the Contract.
 - B. Section 01 70 00 Execution and Closeout Requirements.

1.4 DESCRIPTION

- A. Promptly implement procedures. Provide full written and photographic data required to evaluate changes. Maintain detailed records of work done on a time-and-material/force account basis. Document each quotation for a change in cost or time with sufficient data to allow evaluation.
- B. Designate in writing the names of authorized members of Contractor's organization who accept changes in the work and are responsible for informing other workers of the authorized changes.
- C. Contractor agrees; Architect approves; Owner authorizes.
- D. The Contractor shall provide a detailed cost estimate for the proposed change. This cost estimate must include full documentation for all costs including all subcontractor and lower tier subcontractor costs. All cost estimates must be signed and dated including all subcontractor and lower tier subcontractor cost estimates.
- E. The General Contractor, Subcontractors, and Material Suppliers are entitled to a maximum of combined overhead and profit for Change Order work performed by the General Contractor in the amount stated in the Owner-Contractor Agreement. Overhead is considered to be all costs attributed to the change with the exception of direct labor, material costs and equipment rental.
- F. Additive or Deductive changes per General Conditions Attachment C 0070

1.5 INITIATION OF CHANGES

- A. Contractor or Owner may initiate changes. The Contractor will issue a Change Request (CR) form with lines for signatures of the Owner, Contractor, and Architect. The CR form will include:
 - 1. Tracking number and title.
 - 2. Description of proposed changes.
 - 3. Subtotal of costs associated with the change, plus additional costs for overhead and profit, liability insurance, B&O tax, bonds, and a grand total.
 - 4. Effect on contract sum and contract time.
 - 5. Attached documentation supporting any change in contract sum or contract time, as appropriate.
- B. In submitting a CR form the Contractor agrees to the following:
 - 1. The referenced change and work affected thereby are subject to all contract stipulations.
 - 2. The rights of the Owner are not prejudiced.
 - All claims against the Owner that are incidental to, or as a consequence of the change, are satisfied.

- C. Each CR is listed in order of the tracking number in the Contractor's CR log and the log distributed at each month to the Owner and Architect. The CR log will keep a running total of all CRs, whether finalized or in the process of being finalized.
- D. In situations where time is of the essence or an emergency condition exists, the Architect and Owner's representative may directly order a change to the work without a previous request for a price quote on written field directive signed by Architect and Owner's representative.
- E. Support each claim for additional costs, and for work done on a time and material/force account basis, with additional information:
 - 1. Origin and date of claim.
 - 2. Dates and times work was performed, and by whom.
 - 3. Time records and wage rates paid.
 - 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.6 CONSTRUCTION AUTHORIZATION

- A. The Owner, upon receiving a recommendation from the Architect, will authorize the performance of the changes specified. The signed CR constitutes authority to proceed with the changed work. A formal change order in the amount of the work will follow. Billings for the changed work cannot be honored until the issuance of the formal change order.
- B. Investor and Owner's acceptance and corresponding date are required for Contractor to proceed with a change of subsequent inclusion in change order.
- C. If either the Architect or Owner disapproves proposal, he/she will also state reason for disapproval, indicating if a revised proposal is requested or if the proposal is to be canceled, by separate correspondence.

1.7 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each lump-sum proposal quotation, and each unit price (not previously established) with substantiating data sufficient to satisfy Architect and Owner. Owner may request additional documentation as required.
- B. Provide additional data to support time and cost computations with all requests for changes including:
 - 1. Labor required.
 - Equipment required.
 - 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 - 4. Taxes, insurance, and bonds.
 - 5. Documented credit for work deleted from contract.
 - 6. Overhead and profit.
 - 7. Justification for any change in contract time.
- C. Changes submitted by subcontractors and suppliers must be in writing, signed and dated, to receive consideration.

1.8 PREPARATION OF CHANGE ORDERS

- A. The Contractor will prepare change order requests.
- B. Form of change order: AIA Document G 701.
- C. Change Order lists and describes previously approved CR's with additions and deletions, and attachments of revised contract documents to define change details.

- D. Change order provides accounting of any contract sum and contract time adjustment.
- E. Stipulated Sum Change Order: Based on proposal request and Contractor's fixed maximum price quotation.
- F. Unit Price Change Order Request:
 - 1. For predetermined unit prices and quantities, the change order will be executed on a fixed unit price basis.
 - 2. For unit costs or quantities of units in work which are not predetermined, execute work under a Contractor change directive.
 - 3. Changes in contract sum or contract time will be computed as specified for time and material/force account change order.
- G. Time and Material/Force Account Change Order Request:
 - Submit itemized account and support data after completion of change, within time limits indicated in the conditions of the contract.
 - 2. Architect will determine the change allowable in contract sum and contract time as provided in the contract documents.
 - 3. Maintain detailed records of work done on time and material/force account basis.
 - 4. Provide full information required for evaluation of proposed changes, and substantive costs for changes in the work.

1.9 CHANGE ORDER EXECUTION PROCEDURE

- A. Content of change orders will be based on completion of CR forms and field directives.
- B. Change orders will be prepared as CR's are submitted finalized and accepted by the investor and Owner and prior to progress payment submittal or at such intervals as the Contractor deems most practical.
- C. The Contractor submits Change Requests to the Owner and Architect, signed and dated. The Architect reviews, and makes recommendations for approval to the Owner.
- D. Upon signature and acceptance by the Investor and Owner, the change order becomes part of the contract documents, and alters the contract time and cost as needed.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Contractor to revise request for payment forms to record each change as a separate item of work. Record adjusted contract sums.
- B. Periodically revise construction schedule reflecting each change in contract time. Revise sub-schedules to show changes for other items of work affected by changes.
- C. Upon completion of work under change order, enter pertinent changes in record documents.

1.11 DISTRIBUTION

- Send copies to Owner and Architect who will forward to all concerned parties.
 - Change orders: Upon authorization, Owner transmits one signed copy to Contractor.
- B. Standard Reference Documents:
 - 1. Change order: AIA G 701.
 - 2. Change Request (CR): Contractor's standard form.

PART 2 — PRODUCTS (not applicable)

PART 3 — EXECUTION (not applicable)

PART 1 - GENERAL

1.01 Conform to the requirements of the General Conditions of the contract.

1.02 SECTION INCLUDES

- A. Temporary utilities.
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating.
 - 4. Temporary ventilation.
 - 5. Telephone service.
 - 6. Telecommunications services.
 - 7. Facsimile service.
 - 8. Temporary water service.
 - 9. Temporary sanitary facilities.
 - 10. Waste removal facilities and services.

B. Construction Facilities

- 1. Construction aids.
- 2. Field offices and sheds.
- Vehicular access.
- 4. Progress cleaning and waste removal.
- Project identification and signage.
- 6. Traffic regulation.
- 7. Fire prevention facilities.

C. Temporary Controls

- Barriers, enclosures and fencing.
- 2. Security requirements.
- 3. Water control.
- Dust control.
- Noise control.
- 6. Pollution control.
- 7. Rodent control.
- D. Protection of Property and of the Work

1.03 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with federal, state, city, and all local codes and regulations.

1.04 RELATED REQUIREMENTS

- A. Section 01 55 00 Site Vehicular Access and Parking.
- B. Section 01 70 00 Execution and Closeout Requirements: for progress cleaning, protection of installed work.

1.05 TEMPORARY ELECTRICITY

- A. Provide and pay for all electrical power and water required for construction purposes.
- B. Complement existing power service capacity, if any, and characteristics as required for construction operations.
- C. Provide distribution equipment, wiring, outlets, and branch circuits for power and lighting—as required by governing codes and as required for construction operations.

1.06 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations.
- B. Provide and maintain lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide and maintain lighting to interior work areas after dark for security purposes.

1.07 TEMPORARY HEATING

- A. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations. Permanent heating system may not be used for construction purposes.
- B. Prior to operation of permanent equipment for temporary heating purposes, verify installation is approved for operation, equipment is lubricated and filters are in place. Upon installation, seal all permanent ducts and vents to minimize contamination during construction. Take precautions to prevent construction dust from entering permanent ductwork and equipment. Remove any seals after construction is completed.

1.08 TEMPORARY VENTILATION

A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases. Permanent heating system may not be used for construction purposes. Upon installation, seal all permanent ducts and vents to minimize contamination during construction. Take precautions to prevent construction dust from entering permanent ductwork and equipment. Remove any seals after construction is completed.

1.09 COMMUNICATIONS SYSTEM SERVICES

- A. Provide, maintain, and pay for telephone, facsimile and/or Internet services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Telephone Lines: One line, minimum; one handset per line.
 - 2. Internet Connections: Minimum of one; DSL modem or faster. Secure any wireless connections provided.

1.10 TEMPORARY WATER SERVICE

A. Provide and pay for suitable quality water service as needed to maintain specified conditions for construction operations. Provide facilities at time of project mobilization.

1.11 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required field facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.12 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by personnel to facilitate execution of work. Include scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, protective enclosures, and other such facilities and equipment. Refer to respective sections for particular requirements for each trade.
- B. As applicable, when permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.
- C. Maintain all facilities and equipment in a first class condition.

1.13 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.14 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide minimum 5 foot high fence around construction site; equip with vehicular gates with locks.

1.15 SECURITY

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Provide 24-hour security via approved, monitored, mounted CCTV camera(s), or 24-hour on-site security personnel.

B. Security Program:

- 1. Protect Work, and existing premises from theft, vandalism, and unauthorized entry per requirements of the Contract.
- Initiate program at project mobilization.
- 3. Maintain program throughout construction period until Owner occupancy.

C. Entry Control:

- 1. Restrict entrance of unauthorized persons and vehicles into Project site and existing facilities. Allow entrance only to authorized persons with proper identification.
- 2. Maintain log of workers and visitors, make available to Owner on request.

1.16 TRAFFIC REGULATION

A. Signs, Signals, And Devices:

- 1. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As required and approved by authority having jurisdiction.
- 2. Traffic Cones and Drums, Flares and Lights: As approved by authority having jurisdiction.
- 3. Flag person Equipment: As required by authority having jurisdiction.
- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. Haul Routes: If required by permit conditions, develop plan and obtain approval from City of Issaquah identifying public thoroughfares to be used for haul routes and site access.
- D. Removal: Remove equipment and devices when no longer required. Repair damage caused by installation.

1.17 VEHICULAR ACCESS AND PARKING

- A. Construct temporary all-weather access from public thoroughfares or the onsite parking areas to serve construction area, of width and load bearing capacity to accommodate unimpeded traffic for construction purposes. Refer to TESC Plan in the drawings.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Construct tire-wash area to remove mud from vehicle wheels before entering streets. Take precautions to prevent silty water from entering existing catch basins in the parking lot.

1.18 FIRE PREVENTATION FACILITIES

- A. Prohibit smoking in construction site.
- B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Develop and supervise a comprehensive fire prevention and fire protection program. Instruct personnel in the methods and procedures of the program. Post warnings and information and enforce strict discipline. Review needs with local fire department and establish procedures to be followed. Maintain unobstructed access to extinguishers, hydrants, stairways, and other escape routes and access routes for firefighting.
- D. Provide one fire extinguisher at each stair on each floor of buildings under construction and/or demolition.
- E. Provide minimum one fire extinguisher in every construction trailer and storage shed.

1.19 SPECIAL CONTROLS

- A. Water Control: Rough grade site to prevent standing water and to direct surface drainage away from excavations, trenches, and public right-of-ways. Maintain excavations and trenches free of water. Provide and operate pumping equipment of a capacity to control water flow. Provide cut-off drains, perimeter drain lines and other items necessary to preclude water from entering the jobsite.
- B. Dewatering: Provide surface dewatering system to maintain excavations dry and free of water as required to prosecute the work and as required by applicable codes and ordinances. Provide piping to handle pumping outflow, and to discharge in a manner to avoid erosion or deposit of silt. Remove equipment and installation when no longer needed or as directed by Owner.
- C. Contractor shall determine the means and methods to achieve and maintain a dry and workable jobsite, and include these in the base contract price.

1.20 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.

1.21 TEMPORARY PROJECT IDENTIFICATION

- A. Project Identification Sign: Work includes the design by Architect, fabrication, installation and maintenance by Contractor of one temporary identification sign. Allow no other signs to be displayed unless authorized by the Owner
- B. Fabricator or sign painter to be an individual or company of established reputation and regularly engaged in performing this work. Submit design and construction details for Architects approval. Where text may not be detailed, show layout for required information, indicating margins, colors, borders, spacing and the like.
- C. Sign material to be one sheet of exterior grade softwood plywood with medium density overlay (MDO), 48" x 96", standard size to eliminate joints, 3/4" thick. Mounting hardware to be galvanized. Posts to be 4x4 treated, 10 feet long for minimum 2-foot embedment in soil. Paint to be exterior high quality, refer to Section 09 90 00, one coat primer and minimum one topcoat.

- D. Design to include one color for field, a second color for text and any logos, and a third color for 1" border at the edge of the panel. Architect will select colors from fabricator's standard color selections.
- E. Install sign in a location as directed by the Owner. Maintain sign and supports in a neat condition until the end of the construction period.
- F. Specific sign design will be submitted to the Contractor to order.

1.22 FIELD OFFICES AND SHEDS

- A. Provide Field Office: Prefabricated or mobile units with serviceable finishes, temperature controls and foundations adequate for normal loading. Weather tight, with lighting, electrical outlets, heating equipment, and equipped with drawing display table. Provide facilities at time of mobilization.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- C. Electronic Communication Service: Provide an accessible Wi-Fi network in the field office, for use by the Owner's Representative, Architect, and other design consultants.
- D. When permanent facilities are enclosed with operable utilities, relocate offices and storage into building, with written agreement of Owner, and remove temporary buildings.
- E. Removal: At completion of Work remove temporary buildings, foundations, utility services, and debris from the construction site and the adjacent paved parking lots.

1.23 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.24 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.25 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Discard or replace water-damaged and wet material.
 - 4. Discard, replace, or clean stored or installed material that begins to grow mold.
 - 5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- E. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry- in conditions.
 - 2. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

1.26 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise from, and noise produced by, construction operations.

1.27 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.28 PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soilbearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion and sedimentation-control Drawings.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- E. Site Enclosure Fence: Prior to commencing earthwork, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

1.29 PROTECTION OF PROPERTY

- A. Protection of work and existing property:
 - 1. Protect existing structures, property, landscaping and other surface improvements from damage, including but not limited to sidewalks, driveways, curbs, pavements, utilities, adjoining property and structures. Provide bracing, shoring, or other means necessary for such protection.
 - 2. Prevent dust or debris from entering into adjacent areas. Take measures necessary to avoid tracking dust and mud onto adjacent streets and site finishes.
 - 3. All damage resulting from the Work of this Contract, whether inside or outside the Limits of Work, and whether private, public, or franchise utility property, shall be repaired/replaced by this Contractor to a condition equal to or better than that existing prior to the damage with no increase to the Contract Amount.
 - 4. The location of fences, trees and other landscaping, and other objects shown on the survey or the drawings is provided solely to provide the probable location of such object(s), and may not be precise or complete. Contractor shall confirm exact locations before beginning the Work.
- B. Minimize disruption to adjacent property owners. Repair impacted property and/or facilities when damage is done.
- C. Maintain existing utility services to adjacent buildings. Schedule and conduct the Work to avoid shutdowns and interferences of services to adjacent property owners.
- D. Protection of roadways and sidewalks:
 - 1. Protect from damage existing sidewalks, curbs, gutters, aprons, driveways and other pavements. Install cribbing, wood or metal sheeting, or other such measures to minimize damage.
 - a. Maintain existing illumination patterns for signs and roads at all times.
 - b. Maintain existing signage at all times.
- E. Protection of existing utilities:
 - Protect all existing utilities, both above and below ground, whether identified or unknown, from damage.
 Notify Owner and Architect immediately of utilities encountered that were not identified on the drawings.
 - a. Above and below ground utilities not identified on the drawings may be encountered during the course of the Work. The Contractor shall coordinate with, and pay the costs associated with, a utility locating service (see below). Existing utilities shown on the drawings represent the best information available, and are based upon recorded information available to the property surveyor, or from information provided by the owners of underground facilities. Also, other work in the area may have recently installed utilities that are not shown on the Contract Documents.
 - b. Contractor shall contact utility companies in the vicinity of this Work. No construction shall begin until utilities within and adjacent to these Limits of Work have been located and marked.
 - c. At least two days, and not longer than ten business days prior to commencing excavation work on this site, the Contractor shall notify the Underground Utilities Location Center of the planned

- excavation and its schedule. The Contractor shall also notify utility providers directly who are not part of the One-Call system for locations of their facilities and/or equipment.
- d. All utility components that are buried (valves, manholes, vaults, or pull boxes) shall be conspicuously marked by the Contractor to allow their location to be determined by other utility personnel under adverse conditions (inclement weather or darkness). Stake end points of underground components. Color code and mark stakes to clearly identify utility types.
- e. If utility conflicts occur, the Contractor shall proceed with construction in other areas of the Work. In the event utilities are damaged during construction, temporary repairs must be made immediately to maintain continuity of services. Under no circumstances shall damaged utility service be left unrepaired overnight.
- f. In addition to marking utilities at the beginning of the Work, the Contractor shall record underground utilities on the work site after the completion of the Work.
- g. Power, Telephone and CATV lines:
 - 1) If relocation of power lines becomes necessary, Contractor shall coordinate and pay all costs of such relocation. Contractor(s) to maintain as a minimum all Washington State Labor and Industry safety clearances.
 - Contractor shall notify the appropriate communications company one week prior to work in the vicinity of overhead lines.
- h. Archaeological and historic objects:
 - All cultural resources, including isolated artifacts as well as significant historic property, shall be avoided and, if discovered, shall be actively protected to the greatest extent possible. Such resources include archaeological or historic objects such as ruins, sites, buildings, artifacts, fossils, human remains of any age, or other such objects of antiquity that may have significance from a historic or scientific standpoint.
 - (a) At the Contractor's option, a training session can be arranged at the beginning of Work on site to brief construction personnel on cultural resource issues. The training will be led by a qualified professional archaeologist, and will include information on the legal context of cultural resources protection, and on the prehistoric, ethnographic, and historic cultural resources likely to be present. The primary goal of the training will be to familiarize personnel with the procedures to be followed in the event of discovery of cultural material, and to provide contact protocols.
 - 2) If any evidence is found or unearthed that matches the criteria, immediately do the following:
 - (a) Stop work in the vicinity of the discovery.
 - (b) Contact the Owner, who will in turn contact a qualified Archaeological Consultant for a site assessment.
 - (c) Protect the discovery from additional disturbance, and secure the discovery area (cover with a tarp to protect from weather, flag with caution tape to keep unauthorized persons from the discovery, etc.).
 - (d) Expand or shrink the boundaries of the discovery area depending upon the assessment by the Consultant.
 - (e) Do not resume work within the boundary until notified by the Owner and Consultant in writing that it is proper to do so.
 - (f) Do not pick up, excavate, or otherwise disturb cultural objects or deposits. Collection of artifacts by the Contractor's personnel or any others with access to the worksite will not be tolerated.
 - (g) If the discovery includes human remains, whether burials or isolated teeth or bones, or if other mortuary items are discovered, proceed as follows in addition to the above:
 - (h) Do not photograph remains or artifacts.
 - (i) Secure and protect the site as described in 2), (c) above and report the presence and location of these remains to the project Superintendent. The Superintendent will report the presence and location of these remains to the Owner and King County Sheriff, who will contact the Medical Examiner (ME). The ME will assume jurisdiction over the skeletal remains and make a determination of whether those remains are forensic or non-forensic.
 - (j) Claims for an increase in the Contract Sum and/or the Contract Time related to the discovery of archaeological or historic objects may be brought by the Contractor in accordance with Section 01 26 00 - Contract Modification Procedures.

1.30 ACCESS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Provide access to Owner and Owner's Consultants as required to inspect work.

1.31 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 50 00

SECTION 01 55 00 SITE VEHICULAR ACCESS AND PARKING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Parking.
- B. Flag persons.
- C. Traffic signs and signals.
- D. Maintenance.
- E. Removal, repair.
- F. Mud from site vehicles.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary of Work: For access to site, work sequence, and occupancy.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Temporary Construction: Contractor's option.

2.02 SIGNS, SIGNALS, AND DEVICES

- A. Stock Post Mounted and Wall Mounted Traffic Control and Informational Signs:
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- C. Flag Person Equipment: As required by local jurisdictions.

PART 3 - EXECUTION

3.01 PREPARATION

A. Clear areas, provide surface and storm drainage of road, parking, area premises, and adjacent areas.

3.02 ACCESS ROADS

- A. Use of designated existing on-site streets for construction traffic is permitted. Any activities that may delay traffic on East Yesler Way are not permitted.
- B. Tracked vehicles not allowed on paved areas.
- C. Construct new temporary all-weather access roads or driveways from public thoroughfares to serve construction area, of a width and load bearing capacity to provide unimpeded traffic for construction purposes.
- D. Extend and relocate as work progress requires, provide detours as necessary for unimpeded traffic flow.
- E. Location as indicated.
- F. Provide unimpeded access for emergency vehicles. Maintain 20 foot width driveways with turning space between and around combustible materials.
- G. Provide and maintain access to fire hydrants free of obstructions.

3.03 PARKING

- A. Use of designated areas of existing parking facilities by construction personnel is permitted.
- B. Owner to provide parking.

3.04 PERMANENT PAVEMENTS AND PARKING FACILITIES

- Prior to Substantial Completion the base for permanent roads and parking areas may be used for construction traffic.
- B. Avoid traffic loading beyond paving design capacity. Tracked vehicles without rubber treads are not allowed.

3.05 FLAG PERSONS

A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.06 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Relocate as work progresses, to maintain effective traffic control.

3.07 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
- B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

3.08 REMOVAL, REPAIR

- A. Repair existing facilities damaged by use, to original condition.
- B. Remove equipment and devices when no longer required.
- C. Repair damage caused by installation.

3.09 MUD FROM SITE VEHICLES

A. Provide means of removing mud from vehicle wheels before entering public streets.

END OF SECTION 01 55 00

SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 CONFORM TO THE REQUIREMENTS OF THE GENERAL CONDITIONS OF THE CONTRACT

1.02 CLOSEOUT SEQUENCE

- A. Contractor submits Draft copies of Operations and Maintenance Data, Manual for Materials and Finishes and Manual for Equipment and Systems.
- B. Contractor executes final cleaning per 1.05.
- C. Contractor submits certification to Architect per 1.10.A.
- D. Architect review(s) the project per 1.10.B.
- E. Contractor obtains Certificate of Occupancy, or Temporary Certificate of Occupancy.
- F. Architect will issue Certificate of Substantial Completion per 1.10.C
- G. Contractor submits final copies of Project Record Documents, Operations and Maintenance Data, Manual for Materials and Finishes, Manual for Equipment and Systems, and Warranties and Bonds.
- H. Contractor submits final submittals per 1.04.
- I. Contractor submits final application for payment.

1.03 FINAL PROJECT ASSESSMENT

- A. The Contractor will submit written certification to the Architect that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected, and that Work is complete in accordance with Contract Documents.
 - 3. Systems have been tested in the presence of Architect and Owner's representatives and are operational.
 - 4. Work is ready for final project inspection.
- B. Upon receipt of certification, the Architect will (with reasonable promptness) review the project to verify completion status. Should the Architect consider that work is incomplete or defective:
 - 1. The Architect will promptly notify the Contractor in writing, listing incomplete or defective work.
 - 2. The Contractor will then take immediate steps to remedy stated deficiencies, and send second written certification to the Architect that the work is complete.
 - The Architect will re-review the work.
- C. When the Architect finds that the work is substantially complete the Architect will prepare the Certificate of Substantial Completion for acceptance by the Owner and Contractor. The Certificate:
 - 1. Indicates the Date of Substantial Completion.
 - 2. Includes a list of items to be completed or corrected.
 - 3. Indicates the time allowed for completion or correction of the items.
 - 4. Indicates the date when the owner will occupy the work.
 - 5. Describes the responsibilities for maintenance, heat, utilities and insurance between the Date of Substantial Completion and owner occupancy.

1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Provide submittals to Architect required by authorities having jurisdiction, including Certificate of Occupancy or Temporary Certificate of Occupancy.
- B. Submit project record documents.
- C. Submit evidence of all warranties and bonds.
- D. Submit evidence of payment and release of liens to requirement of conditions of the contract.
- E. Submit a final statement of accounting identifying total adjusted Contract Sum, previous payments, and sum remaining due. Architect will prepare final change order reflecting approved adjustments to contract sum if not previously made by change orders.
- F. Demonstration and Training Video: Submit two copies within seven days of end of each training module.

1.05 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

- D. Replace filters of operating equipment.
- E. Clean all surfaces of electric wall heaters, inside and out.
- F. Do not use cleaning materials that will create hazards to health or property and meet green cleaning guidelines.
- G. Clean debris from roofs, gutters, downspouts, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.06 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect (7) seven days prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative or Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01 3300 Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.07 DEMONSTRATION AND INSTRUCTIONS

A. QUALITY ASSURANCE

- Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel
 in a training program similar in content and extent to that indicated for this Project, and whose work has
 resulted in training or education with a record of successful learning performance.
- Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- 3. Pre-instruction Conference: Conduct conference at Project site. Review methods and procedures related to demonstration and training.
- 4. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

B. DEMONSTRATION AND TRAINING VIDEOS

- 1. General: Record demonstration and training videos. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice. At beginning of each training module, record each chart containing learning objective and lesson outline.
- 2. Video Format: Provide high-quality color video on electronic files.
- 3. Narration: Describe scenes on videotape by audio narration by microphone while video is recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- C. Demonstrate operation and maintenance of products to Owner's personnel and building manager (2) two weeks prior to date of Substantial Completion; a minimum of (8) hours.
- D. Demonstrate Project equipment operation, and instruct (by qualified manufacturer representative, knowledgeable about the Project) Owner representatives in the operation of all equipment and systems.
- E. For equipment or systems requiring seasonal operation, perform demonstration for other season within (6) six months of Substantial Completion.
- F. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- G. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.

- H. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- I. Coordinate additional instruction time for each item of equipment and system as specified in individual sections.

1.08 TESTING, ADJUSTING AND BALANCING

- A. Employ, and pay for services of independent firm to perform testing, adjusting, and balancing of equipment, and to commission equipment as specified in Mechanical and Electrical Sections.
- B. Reports will be submitted by independent firm to Architect indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

1.09 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

1.10 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - Specifications.
 - Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - Measured depths of foundations in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - Details not on original Contract drawings.
- G. Submit documents to Architect (2) two weeks prior to claim for final Application for Payment.
- H. Number: one original set and one full size copy, both to the Owner.

1.11 OPERATION AND MAINTENANCE INSTRUCTIONS

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring, with adequate capacity, and with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Number: two sets to the Owner.

- F. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 1. Part 1:
 - a.Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b.List of equipment.
 - c.Parts list for each component.
 - d.Operating instructions: refer to Equipment and Systems 1.12 below.
 - e.Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, special precautions identifying detrimental agents, and recommended schedule for cleaning and maintenance.
 - g.Building products, applied materials and finishes: include product data with catalog number, size, composition and color/texture designations.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b.Air and water balance reports.
 - c.Certificates.
 - d.Photocopies of warranties and bonds.

1.12 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Include the following in "Operating Instructions", Part 2 of the Operations and Maintenance Instructions book.
- B. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Include servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Include control diagrams by controls manufacturer as installed.
- K. Include Contractor's coordination drawings, with color-coded piping diagrams as installed.
- L. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

1.13 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Owner at designated location; obtain receipt prior to final payment.

1.14 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed by responsible subcontractors, suppliers, and manufacturers; with starting date of warranty and bonds to be the Date of Substantial Completion of the overall work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.

- G. Number: two to the Owner, may be bound with Operations and Maintenance Data.
- H. Time Of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within (10) ten days after acceptance, listing date of acceptance by Owner as beginning of warranty or bond period.
 - 2. Make other submittals within (10) ten days after Date of Substantial Completion, prior to final Application for Payment, listing date of Substantial Completion as beginning of warranty or bond period.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within (10) ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS (NOT USED)
PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 70 00

SECTION 02 05 00 - DEMOLITION

PART 1 - GENERAL

- A. Work shall include all demolition work as required to complete reroofing work as described herein. Carefully remove the specified roofing assemblies, associated metal flashings, and related items. Remove residue and prepare substrates to receive new roofing as required by roofing system manufacturer. All adjacent or other work in the building or on site damaged by the Contractor shall be repaired or replaced at Contractor's expense.
- B. Contractor is fully responsible to protect all adjacent surfaces from damage, including but not limited to the adjacent roof surfaces, exterior finishes, windows, and doors on the exterior walls. All damage to adjacent surfaces and materials shall be restored at the Contractor's expense back to pre-work conditions.
- C. Allow no debris to accumulate in or on building, on grounds, streets, or walks. Remove debris from site as demolition work progresses. Legally dispose of debris at Contractor's expense.
- D. Provide for public protection as required by law. Keep streets and walks clean and free from obstruction. Furnish, install, and maintain for the duration of work all required scaffolds, chutes, tarpaulins, barricades, canopies, warning signs, platforms, and any other temporary construction necessary for proper completion of the work in compliance with all pertinent safety and other regulations.
- E. Provide additional protection at interior ceiling penetrations to minimize dust and debris infiltration as required.

END OF SECTION 02 05 00

SECTION 06 10 00 - ROUGH CARPENTRY AND SHEATHING

GENERAL - PART 1

1.1 Summary:

- A. This Section includes but is not limited to the following:
 - 1. Furnish and install new plywood sheathing.
 - 2. Furnish and install new preservative treated (no ACQ treated wood will be accepted) wood blocking at parapet walls, mechanical curbs as necessary.
 - Furnish and install new preservative treated (no ACQ treated wood will be accepted) wood framing (to match new insulation and coverboard) to match dimension of flange of new draining edge metal at the perimeter edge.

B. Related Sections:

1. General Conditions apply to this Section.

PRODUCTS - PART 2

2.1 General:

- A. Plywood: Meet Requirements of PS 1-83/ANSI A199.1 except where APA Performance Rated units are specified. Every sheet shall bear appropriate APA grade stamp identifying species of plywood or by Certificate of Inspection issued by approved lumber grading or inspection bureau or agency listed above. Plywood shall not exceed 18% moisture content when fabricated nor more than 19% when installed. Waferboard, Composite board, and Oriented Strand Board WILL NOT be accepted as equals. In all cases, thickness shown is minimum regardless of span rating. Material used for same purpose shall be of same thickness.
- B. Miscellaneous Framing Lumber: Douglas-Fir, No. 2 and better, 19 percent maximum moisture content, size as required to accommodate conditions, pressure preservative treated where in contact with concrete substrates.

2.2 Nails and Fasteners:

- A. Up to 15/32" panel 8d common or box.
- B. 15/32" and thicker panel 10d common or galvanized box.
- C. Dimensional Lumber 16d common or galvanized box
- D. Concrete Fasteners Rawl Spike, minimum 1/4 inch diameter

2.3 Pressure Treated Wood:

- A. Treat wood in contact with concrete or masonry with Disodium Octaborate Tetrahydrate (DOT) Borate in accordance with AWPA UC2, C9 and dried after treatment.
 - 1. Lumber grade and species shall be as specified for the particular use.
 - 2. Identify treated lumber as to name of treater, preservative used, and retention in lbs/cu ft.
 - 3. Season after treatment to moisture content required for nontreated material.

EXECUTION - PART 3

3.1 INSTALLATION:

A. General

- 1. Conform to applicable requirements of the following:
 - a. AFPA National Design Specification for Wood Construction for timber connectors.
 - b. AITC Timber Construction Manual for heavy timber construction.
 - c. AFPA WCD-number 1, Manual for House Framing for nailing and framing unless specified otherwise.
 - d. APA for installation of plywood or structural use panels.
- 2. Nail heads shall be flush with, but not penetrate, wood surface.
- 3. All framing work to be constructed true, level, plumb and square with existing structure.
- B. Plywood Decking Replacement
 - 1. Where deteriorated plywood decking is identified, replace with full ½"x4 x 8-foot sheet of plywood only.
 - 2. Match fastener type and pattern to existing.

3.2 PROTECTION:

A. Protect wood carpentry from moisture until roofing is installed.

END OF SECTION 06 10 00

SECTION 07 31 13 - ASPHALT SHINGLES, ROOF ACCESSORIES, ROOF EDGE DRAINAGE

PART 4 - GENERAL

4.1 SUMMARY

- A. This Section includes the following:
 - 1. Asphalt shingles.
 - 2. Underlayment.
 - 3. Ridge vents.
 - 4. Accessories.
 - 5. Roof edge drainage (gutters).

4.2 SUBMITTALS

- A. Product Data:
 - 1. Shingle.
 - 2. Ridge Vent.
 - 3. Ridge and/or Hip Cap Shingle.

4.3 QUALITY ASSURANCE

- A. Source Limitations: Obtain shingles, ridge and hip cap shingles through one source from a single asphalt shingle manufacturer.
- B. Fire-Test-Response Characteristics: Provide asphalt shingle and related roofing materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.
- C. Pre-installation Conference: Conduct conference at Project site prior to commencing work.

4.4 WARRANTY

- A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials within specified warranty period.
 - 1. Material Warranty Period: 35 years from date of Substantial Completion, prorated, with first 5 years non-prorated.
 - 2. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 5 years from date of Substantial Completion.

PART 5 - PRODUCTS

5.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

5.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. 35-year, SBS Modified reinforced asphalt shingles; must meet ASTM D3161-97 Type 1, modified to 110 mph; ASTM D3018-90 Type 1; ASTM 3462-97a and ASTM D2218 class 4 for impact resistance. SBS modified asphalt construction, mat reinforced, mineral-granule surfaced, and self-sealing. Shingles shall be UL 2218 Class 4 Impact Resistant and come with a 110 mph wind warranty. Shingles shall be algae resistant.
- B. Remove existing roof felt and shingles and replace with 35-year, SBS Modified reinforced asphalt shingles over one course of secure-start light-weight steep slope synthetic SBS underlayment (ASTM 4869). Color to be selected by owner from full range of Manufacturer's standard colors
 - 1. Products: Basis of design is CertainTeed "Landmark"
- C. Hip and Ridge Shingles: Roof shingle manufacturer's standard units to match.

5.3 UNDERLAYMENT MATERIALS

A. Underlayment: Secure-start light-weight steep slope synthetic SBS underlayment. (ASTM 4869) shall be install per manufacturer's instructions.

5.4 RIDGE VENTS

- A. Rigid Ridge Vent: Manufacturer's standard rigid section high-density polypropylene or other UV-stabilized plastic ridge vent; for use under ridge shingles, sized for the ridge shingles. Where no eave or shed roof intake and/or exhaust venting exists, install multi-use vent (similar to Quarrix Multi-Use vent).
 - 1. Products:
 - a. Quarrix Building Products, R-Series.
 - b. Air Vent Inc., a CertainTeed Company; ShingleVent II.
 - c. Cor-A-Vent, Inc.; V-Series.
 - d. GAF Materials Corporation; Cobra Rigid Vent II.
 - e. Lomanco, Inc.; OR-4.
 - f. Mid-America Building Products; RidgeMaster Plus.
 - g. Obdyke, Benjamin Incorporated; Xtractor Vent X18.
 - h. Owens Corning; VentSure Ridge Vent.

5.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or G90 hot-dip galvanized steel wire shingle nails, minimum 0.120-inch- (3-mm-) diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch- (9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through plywood sheathing. Do not use staples.
 - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Underlayment Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized steel wire shingle nails, minimum 0.120-inch- (3-mm-) diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch- (9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through plywood sheathing.
- D. FALL ARREST ANCHORS

G Existing fall arrest anchors on the composition roofs only shall be removed and not replaced.

5.6 METAL FLASHING AND TRIM

- A. Sheet Metal flashing and Trim: 24-gauge pre-finished galvanized steel. Color as selected by Owner's Representative from metal flashing manufacturer's standard colors.
- B. Fabricate sheet metal flashing and trim to comply with NRCA Standards and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item.
- C. Install kick-out or diverter flashings where required and as directed by Owner's Representative to direct water into gutters and away from building walls where roof intersects walls.

5.7 ROOF EDGE DRAINAGE

- A. Gutters and Downspouts: Seamless gutters, site made, with mitered and sealed or soldered corner units, end caps, outlet tubes, and other accessories. Elevate back edge at least 1 inch (25 mm) above front gutter rim. Furnish end caps fabricated from same metal as gutters.
 - 1. Fabricate gutter from the following exposed metal:
 - a. Aluminum, color as selected by Owner's Representative from gutter manufacturer's standard colors.
 - b. .032" (0.8mm) thickness coil aluminum.
 - 2. Gutter Style: 5" 'K'-style, fastened with gutter screws.
 - 3. Downspouts: 2" by 3" Rectangular with mitered elbows, manufactured from the following exposed metal. Furnish wall brackets, from same material and finish as downspouts, with anchors. Aluminum: Color as selected by Owner's Representative from gutter manufacturer's
 - 4. Elastomeric Sealant: GE <u>Silicone</u> II* Gutter & Flashing Caulk: Meets Federal Specifications: TT-S-001543A (COM-NBS), TT-S-00230 (COM-NBS), ASTM-C-920. TYPE S, NS, CLASS 25 USE NT, G, A&O Test Requirements.

PART 6 - EXECUTION

6.1 UNDERLAYMENT INSTALLATION

standard colors.

A. Underlayment: Install Secure-start light-weight steep slope synthetic SBS underlayment. (ASTM 4869) in accordance with manufacturer's printed installation instructions.

6.2 METAL FLASHING INSTALLATION

A. General:

1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

6.3 ASPHALT SHINGLE INSTALLATION

A. Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip at least 7 inches (175 mm) wide with self-sealing strip face up at roof edge.
 - 1. Extend asphalt shingles 3/4 inch over fascia flashings, at eave flashings and rake flashings.
- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Fasten asphalt shingle strips with a minimum of five roofing nails located according to manufacturer's written instructions.
- E. Valleys:
 - Install metal flashings in valley, open cut valleys and/or closed cut valleys according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- F. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.
 - 1. Assure proper air spacing of sheathing cut at ridge to allow for proper ventilation.
- G. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

6.4 ROOF EDGE DRAINAGE SYSTEM INSTALLATION

- A. General: Install gutters and downspouts to produce a complete roof drainage system. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Gutters: Join and seal gutter corners. Attach gutters by firmly anchored gutter screws spaced not more than 36 inches apart. Slope gutters to downspouts.
 - 1. Install gutters to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
- C. Downspouts: Join sections with manufacturer's standard fittings. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches on center in between.
 - 1. Install downspouts to fit substrate, for proper water flow, plumb, true to line and elevation, and without warping, unnecessary jogs in alignment, excessive oil-canning, buckling, or tool marks.
 - 2. Connect downspouts to all subgrade tightlines where applicable.

END OF SECTION 07 31 13

SECTION 07 62 00 - FLASHING AND SHEET METAL

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work includes new metal flashings at roof transitions, draining edges, saddle flashings, base of wall, mechanical curbs and sleepers, and as otherwise required for a complete, weatherproof installation.
- B. The installation of this section is included in the Base Bid Roofing specifications as appropriate. Related work is specified elsewhere.

1.2 RELATED SECTIONS

- A. Section 06 10 00 Rough Carpentry and Sheathing
- B. Section 07 31 13 Asphalt Shingles, Roof Accessories, Roof Edge Drainage

1.3 REFERENCES

A. SMACNA, Architectural Sheet Metal Manual, Latest Edition.

1.4 SUBMITTALS

A. Product data, Sheet Metal: Submit the name of the manufacturer, specification numbers, color samples for exposed products, and product names of all materials proposed for use in the work. Include in submittal installation instructions, shop drawings, and general recommendations for each principal product required. Include data substantiating that the materials comply with requirements.

PART 2 MATERIALS

2.1 Sheet Metals

- A. Counterflashing, and Skirt Flashings: Prefinished galvanized sheet steel, 24 gauge unless otherwise noted. Use 20 gage minimum for clips. All reglet to be S-lock. Finish to be Kynar 500 (PVF₂), color as directed by Owner, as selected from standard color chart.
- B. Sarnaclad: A 24 gauge, G90 galvanized metal sheet with a 20 mil (0.5 mm) unsupported Samafil membrane laminated on one side.
- C. Fasteners: Nails shall be hot-dip galvanized for galvanized steel. Bolts, nuts, power driven fasteners, screws, washers, etc., shall be hot-dip galvanized or stainless steel. Screws shall be a high-dome, neoprene gasketed, hex head type, or incorporate a washer with a laminated neoprene gasket. Exposed screws to have prefinished heads of color matching the coping metal.
- D. Masonry Fasteners: Provide expandable fasteners for use in masonry substrates; 3/16" Rawl Drive Pins, Rawl Zamac Hammer-Screw, or Rawl Nailin fasteners.
- E. Copings: All copings to be standing seam.
- F. Gutters:
 - 1. 24 gauge minimum, free floating gutter system, formed in continuous 50' lengths, suspended without penetrating gutter by gutter cleat system, and in profile "J" and size as indicated, or approved. Provide with Kynar finish.
 - Gutter Accessories: Provide as required for complete system including the following:
 - a. Stand-offs: Fabricate of same gauge and finish as gutter to hold gutter off square cut fascias.
 - b. Spacer Straps: 18 gauge, 1 inch wide, installed at 3'-0" oc.

- c. Gutter Cleats: Provide in same gauge and finish as gutter. 4" minimum support width. Attach 24" o.c. maximum. Downspout strainers: profiled to suit gutter and downspouts, SMACNA Plate 24, Fig D, or approved.
- d. Anchorage and Fasteners: Type as recommended by SMACNA.
- e. Expansion Joints: Provide expansion joints and covers 50 feet o.c. maximum in accordance with SMACNA Manual Plate 6. Provide exposed splice plates and expansion joint covers. Sections of less than 50' shall be without joints. Verify there are separate downspouts for each 50 foot section of gutter.

F. Sealants:

- 1. Polyurethane sealant, Sikaflex 1a, Chem-Calk 900, or Vulkem 921.
- 2. Sealant in Contact with Asphalt Based Roofing: ChemLink M1.
- 3. Butyl Sealant: Gun grade butyl sealant, Chem-Calk 300 or project approved.
- 4. Butyl Tape Sealant: 1-inch as manufactured by Schnee Morehead or project approved.

PART 3 FABRICATION / INSTALLATION

3.1 GENERAL

- A. Examine the substrate and the conditions under which the work is to be performed, and do not proceed until unsatisfactory conditions have been corrected. Surfaces to receive sheet metal are to be clean, even, smooth, dry, and free from defects and projections that might adversely affect the application. Verify slope prior to installation. Remove all mechanical units as required for access to curbs. Reinstall as required. Comply with SMACNA recommendations.
- B. Work shall be accurately formed to sizes, shapes, and dimensions indicated with all angles and lines in true alignment. All work shall be straight, sharp, and erected plumb and level in proper plane without bulges or waves. Conform to standards of SMACNA.
- C. Fabricate all items in maximum length and keep the number of joints to a minimum.
- D. Typical sheet metal laps shall be a minimum 4 inches and sealed with two continuous beads of approved sealant.
- E. Provide mechanical sheet metal closure caps, fully sealed, at typical flashing ends.
- F. When no detail direction is provided in the contract documents for an existing roofing related condition, the contactor shall bring such transitions to the attention of the Owner and Consultant.
- G. Cooperate with other trades in installation of work. Deliver items to be installed by others in time to avoid delay of project.
- H. Make proper allowances for expansion and contraction of materials in all work.

3.2 **SHEET METAL FLASHING**

- A. Eave Flashing:
 - 1. Fabricate with a 3/4-inch hemmed edge and dimensions as shown on drawings.
 - 2. Fasten with galvanized nail fasteners at 3 inches on center.
- B. Transition Flashings: 24 gauge soldered stainless steel, shop fabricated with 4 inch minimum flanges and to match dimensions and conditions depicted on plans.

3.3 **GUTTERS**

- A. Install 24 gauge minimum, free floating gutter system, formed in continuous 50' lengths, suspended without penetrating gutter by gutter cleat system, and in profile "J" and size as indicated, or approved. Provide with Kynar finish.
- B. Gutter Accessories: Install as required for complete system including the following:
 - 1. Stand-offs: Fabricate of same gauge and finish as gutter to hold gutter off square cut fascias.
 - 2. Spacer Straps: 18 gauge, 1 inch wide, installed at 3'-0" oc.
 - 3. Gutter Cleats: Install in same gauge and finish as gutter. 4" minimum support width. Attach 24" o.c. maximum. Downspout strainers: profiled to suit gutter and downspouts, SMACNA Plate 24, Fig D, or approved.
 - 4. Anchorage and Fasteners: Type as recommended by SMACNA.
 - 5. Expansion Joints: Install expansion joints and covers 50 feet o.c. maximum in accordance with SMACNA Manual Plate 6. Provide exposed splice plates and expansion joint covers. Sections of less than 50' shall be without joints. Verify there are separate downspouts for each 50 foot section of gutter.

END OF SECTION 07 62 00

Solicitation #5586 Attachment C – Forms to return checklist

THE FOLLOWING FORMS NEED TO BE <u>COMPLETED</u>, <u>SIGNED</u> AND <u>RETURNED</u>

Request For Bids Form
Detailed Bid Price Form
For-Profit Subgrantee and Contractor Certifications and Assurances
Section 3 Business Certification and Section 3 Resident Employment Plar
Certification of Compliance with Wage Payment Statutes
Suspension and Debarment Compliance Certificate for Contractor
Suspension and Debarment Compliance Certificate For Subcontractor
 Vendor Fact Sheet

^{*}When completing forms, Please write "N/A" in areas if not applicable

Non-Profit Subgrantee Certifications and Assurances

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

• <u>Subgrantees:</u> These are non-profit organizations to which the Housing Authority (Housing Authority or Grantee) has awarded a grant from the HOPE VI grant that the Housing Authority received from HUD. The subgrantee is accountable to the Housing Authority for the use of the funds provided, but the Housing Authority is ultimately accountable to HUD.

<u>Certification and Assurance</u>: The subgrantee 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 Subgrantees in accordance with 24CFR Part 84 and Appendix A to Part 84.

- Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
- 2) All contracts in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- 3) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, HUD may accept the bonding policy and requirements of the recipient, provided HUD has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
 - i) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- ii) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- iii) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
- iv) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."
- 4) All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- 5) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A, as follows:
- 6) Equal Employment Opportunity-All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 7) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)-All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- 8) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)-When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to

laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

- 9) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)-Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 10) Rights to Inventions Made Under a Contract or Agreement- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
- 11) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended-Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- 12) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- 13) Debarment and Suspension (E.O.s 12549 and 12689)-No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 14) Drug-Free Workplace Requirements-The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

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

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

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

Return this form to:

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

SEATTLE HOUSING AUTHORITY

Section 3 Business Concern Certification for Contracting

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

Business Information					
Name of Business					
Address of Business					
Name of Business Owner					
Phone Number of Business Owner					
Email Address of Business Owner					
Preferred Contact Information					
☐ Same as above					
Name of Preferred Contact					
Phone Number of Preferred Contact					
Type of Business (select from the following options):					
□Corporation □Partnership □Sole Proprietorship					
□Limited Liability Company □ Other (please specifiy)					
Select from <i>ONE</i> of the following three options below that applies:					
\Box At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3).					
\Box At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.					
\Box Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).					
(frontside)					





Business Concern Affirmation

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

•	
Print Name:	
Signature:	Date:
*Certification expires within six months of the date of signature	
Information regarding Section 3 Business Concerns can be found at <u>24 CFR 75.5</u>	
FOR ADMINISTRATIVE LIGE O	All W
FOR ADMINISTRATIVE USE O	NLY
Is the business a Section 3 business concern based upon the YES NO	eir certification?
EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECT FOR FIVE YEARS.	ION 3 COMPLIANCE FILE

(backside)



The Housing Authority of the City of Seattle

Section 3 Income Limits

Eligibility Guidelines

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

Individual Income Limits for City of Seattle FY 2021

Income Limits	FY 2021 Income Limits
Category	
Extremely Low Income Limits (30%)	\$24,300
Very Low Income Limits (50%)	\$40,500
Low Income Limits (80%)	\$63,350

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

Section 3 Worker Definition:

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

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.





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 (04/30/2022) 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

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.

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:

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

Contractor's Signature	Printed Name	Title	Date

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

- 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 https://www.sam.gov/porta

[Add this section if Suspension and Debarment Compliance Certificate for the <u>Sub-Contractors</u> or <u>Sub-</u> Consultants is needed. DO NOT forget to fill in your contact information below]

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 Govern	nment. I understand
that the Seattle Housing Authority (SHA) relies on this certification and I un	derstand 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	s are necessary,	copy this form	to ensure	signed s	statement	precedes	s any
listing of sub-con	tractors.						
Please contact	Diana Peterso	nn a	t 206-615	-3470 or	hy e-mai	l at	

diana.peterson@seattlehousing.org if you have any questions regarding compliance with this requirement.



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division, ATTN: <u>Diana Peterson, diana.peterson@seattlehousing.org</u> 190 Queen Anne Ave N, P.O Box 19028, Seattle WA 98109-1028

General Business Informat	ion:				For SH	IA Use Only:	
Name of Business, Organization, or Name of Person (if payment is to an individual):			JDE Vendor No.	Purchasing contracts			
Mailing Address for Payments:							
City:	State:		Zip Code:	E-N	Mail Address:		
Telephone No.:		Fax No.:		1	DUNS No.:		
Washington UBI No.:		City of Se	attle Business License N	No.:	Washington Contract	or's License No.:	
President/General Manager:	Pr	rincipal prod	lucts and/or services offe	ered:			
Type of Organization (chec	k one):					
Individual Sole Propr	ietor	Partne]	n	Governmental Agenc	y Other	
Employee Tax ID No. (TIN) or Social	l Securi	ty No. (if Ind	dividual):				
Substitute IRS Form W-9 C	ertifica	ation:					
Under penalties of perjury, I h identification number, <u>and</u> that withholding, or (b) I have not withholding as a result of a fa no longer subject to backup within Revenue Service does certifications required to avoi	at I am I been no ilure to vithholo s not re	not subject otified by o report all ding, <u>and</u> equire you	ct to backup withhol the Internal Revenu I interest or dividenc I am a U.S. person (i Ir consent to any pro	ding e Se ds, o inclu	g because: (a) I am e rvice (IRS) that I am r (c) the IRS has no uding a U.S. residen	exempt from backup a subject to backup tified me that I am at alien). <u>Note:</u> The	
SIGN Signature of U.S	S. Pers	son				Date	
Ownership Status (check a	II that	apply):		R	acial/Ethnic Statu	ıs (check one):	
MBE (Minority-Owned But WBE (Women-Owned But MWBE(Minority / Women-CBE (Combination Business Certified by OMWBE (Washing Business Enterprises) Self-Identified (SHA may request	usiness usiness Owned ness En HUD S gton Sta	Enterprise Enterprise Business aterprise) Section 3 Enterprise	E) Enterprise) Business Minority and Women's		Caucasian (1) African American Native American Hispanic America Asian/Pacific Am Hasidic Jews (6)	n (2) (3) an (4)	
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 Representa	ative of V	/endor:				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 https://www.seattlehousing.org/sites/default/files/Purchase_Orders_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.

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

<u>Certification of Eligibility</u>: 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 <a href="https://www.sam.gov/portal/SAM and <a href

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

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

- <u>WMBE:</u> Minority and women-owned business enterprises must either be self-identified or certified by, the Washington State Office of Women's and Minority Business Enterprises (OMWBE) to be at least fifty-one percent owned by women and/or minority group members.
- <u>Small Business:</u> A small business means a business concern, including its affiliates, that is independently owned and operated, not an affiliate or subsidiary of a business dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR 121. Furthermore, a business is considered small according to the Small Business Administration's established guidelines provided to such businesses.
- <u>HUD Section 3 Business:</u> A business that is owned 51% or more by a Section 3 qualified person, or where 30% or more of the permanent, full-time employees of the business are Section 3 qualified persons, or where the business can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to other Section 3 certified businesses. A Section 3 qualified person must live in the metropolitan statistical areas identified on SHA's Section 3 form and whose income level meets or falls below the stated income limits.

"General Decision Number: WA20220091 02/25/2022

Superseded General Decision Number: WA20210091

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- all covered workers at least \$15.00 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 2022.

If the contract was awarded on . or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number

Publication Date

0

01/07/2022 02/18/2022

1

BRWA0001-018 06/01/2021

	Rates	Fringes	
BRICK POINTER/CAULKER/CLEANER BRICKLAYER	\$ 46.14	16.97 16.97	
ELEV0019-001 01/01/2022			
	Rates	Fringes	
ELEVATOR MECHANIC	\$ 59.70	36.885+a+b	
FOOTNOTE: a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.			
LAB00238-001 06/01/2019			
	Rates	Fringes	
LABORER (Mason Tender - Cement/Concrete)		13.00	
LAB00242-001 06/10/2021			
	Rates	Fringes	
LABORER (Mason Tender - Brick)	\$ 42.98	13.19	
PAIN0005-011 07/01/2013			
	Rates	Fringes	
PAINTER (Drywall Finishing/Taping Only)	\$ 33.88	15.77	
PAIN0188-006 10/01/2020			
	Rates	Fringes	
GLAZIER		13.56	
PLAS0528-003 06/01/2021			
	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER		19.04	
SFWA0699-001 04/01/2021			
	Rates	Fringes	
SPRINKLER FITTER	\$ 42.15	25.30	
SHEE0066-049 06/01/2019			

Rates Fringes

TEAM0690-010 01/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 3	.\$ 28.16	17.40
GROUP 4	.\$ 28.49	17.40
GROUP 5	.\$ 28.60	17.40
GROUP 6	.\$ 28.76	17.40
GROUP 7	.\$ 29.30	17.40
GROUP 8	.\$ 29.62	17.40

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 cerfification 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	
	rush, Roller, and	7.44	
PLUMBER	\$ 32.25	7.97	
ROOFER	\$ 23.12	2.90	
	L WORKER (HVAC Duct on 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

https://www.dol.gov/agencies/whd/government-contracts.

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
- st 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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISIO"

SAMPLE CONTRACT FORM

Contract No. 5586 CONSTRUCTION AND MAINTENANCE SERVICES for

Roof Replacement, Scattered Sites Package 4

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

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

- The Contractor's response to the Request for Bids (attached)
- Attachment A, Version 1 (attached) OR Attachment A, Version 2 (attached)
- Technical scope of work included as part of the Request for Bids
- Owner's General Conditions
- Prevailing wage rates as dated ____(attached)
- Federal Labor Standards Provisions (attached)

SECTION 2: The Contractor shall perform or cause to be privarished all labor, materials, tools, and equipment necessal strict accordance with the Contract Documents and docume Contract Sum:	ary to complete the above-referenced project in
	Dollars (\$00)
SECTION 3: The Contractor shall begin the work of the Control Proceed issued by the Owner, and to perform the work reche Owner shall otherwise, in writing, specifically direct) with a manner acceptable to the owner within consecutive call. The parties have executed this Contract by having their autonates.	egularly and without interruption thereafter (unless in such forces as necessary to complete said work in alendar days from the date of the Notice to Proceed.
	Seattle Housing Authority
	190 Queen Anne Avenue North
	P.O. Box 19028
	Seattle, WA 98109-1028
Ву:	By:
Date	Date
	Contracts & Procurement Manager

SHA MANUAL Procurement

Code: Effective Date: 11/1/2021 Page No.: 1

HOUSING AUTHORITY OF THE CITY OF SEATTLE MANUAL OF OPERATIONS

SUBJECT: COVID-19 Vaccination Policy for Contractors

PURPOSE: The Seattle Housing Authority ("SHA") is instituting a COVID-19 vaccination requirement for all Contractors that work on SHA property and have prolonged interactions with SHA staff or SHA residents. This policy furthers SHA's responsibility to provide and maintain a safe workplace, and will help to safeguard the health of SHA's employees and their families, as well as SHA's clients, residents, guests, and the community at large. The context for this policy is a surge in the transmission and contraction of COVID-19, especially among the unvaccinated and vulnerable members of the community.

The COVID-19 vaccines have been scientifically proven to be safe and highly effective at reducing serious illness and death within the workplace and the greater community. SHA has a responsibility to ensure a safe work environment for staff and ensure the safety of our residents. SHA serves some of the most vulnerable members of the community and the agency has a responsibility to ensure their safety.

As used in this policy, the term "Contractor" means any person engaged by or for SHA to work as an independent contractor, service provider, volunteer, or through any other formal or informal agreement to provide goods or services, whether compensated or uncompensated, and includes any employees, agents, contractors, subcontractors, licensees, and invitees of any of the foregoing, but does not include a visitor to or patron of SHA property

SCOPE: This policy applies to all Contractors, that work on SHA property and/or have prolonged interactions with SHA staff or SHA residents. The determination of whether work or service provided by a Contractor falls or will likely fall within the scope of this Policy shall be determined by SHA in its sole and absolute discretion. Types of work or services <u>not</u> considered to involve prolonged interactions with staff or residents include, by way of example;

1. New construction projects:

- 2. Site work that is outdoors and is not on a playground. Examples include sidewalk repairs, parking lot repairs and tree removal
- Rehabilitation or repairs of vacant units that have no common entry or common areas; and
- 4. Emergency repairs.

SHA MANUAL Procurement

Code: Effective Date: 11/1/2021 Page No.: 1

POLICY: As a condition of contracting with SHA, the Contractor must ensure that all individuals who perform on-site work under the Contract by, for, under, or at the direction of the Contractor (including any employees, agents, contractors, subcontractors, licensees, and invitees) must have completed a full vaccination cycle with a U.S. FDA-authorized COVID-19 vaccine and must provide documentation to the Contractor proving their fully vaccinated status. Individuals are considered fully vaccinated two weeks after the second dose of the Pfizer and Moderna vaccines, or two weeks after the single dose Johnson & Johnson vaccine. This requirement includes keeping up to date with booster vaccinations as recommended by public health agencies, once boosters are available locally, and complying with additional safety measures and protocols in the future as needed.

All Contractors are required to continue to follow all applicable laws and public health guidance, and must continue to adhere to SHA's COVID-19 protocols and policies.

PROCEDURE: .The Contractor must develop and implement a vaccine verification plan that includes the following:

- 1. The Contractor will require any individuals performing work under the applicable contract who come on-site to provide proof of full vaccination against COVID-19 by providing one of the following:
 - CDC COVID-19 Vaccination Record Card or photo of the card; documentation of vaccination from a health care provider or electronic health record; state immunization information system record; or for an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.
 - The Contractor will follow the requirements set forth in applicable law for granting a disability or religious exemption from the vaccination requirement and determine an appropriate reasonable accommodation, if available.

SHA MANUAL Procurement

Code: Effective Date: 11/1/2021 Page No.: 1

- 2. The Contractor will submit a declaration that will affirm that all individuals performing work under the applicable contract who come on-site have had their vaccine status verified or an appropriate accommodation has been granted for those who have been granted a disability or religious exemption, in accordance with applicable law, understanding that SHA may conduct spot checks of the Contractor's employees/subcontractors and may request a copy of the Contractor's plan or any documentation of compliance with the plan. Regardless, Contractors will be required to comply with all applicable workplace safety protocols (e.g. masking and social distancing). As required under SHA's COVID Safety Protocols, SHA will not permit unvaccinated individuals to perform work that is expected to have any interactions with residents. Accordingly, all Contractor employees having interactions with residents must be vaccinated regardless of any applicable religious or medical exemptions.
- 3. The Contractor will not be required to submit its vaccine verification plan unless specifically request by SHA.

EFFECTIVE: SHA has adopted this policy as of November 1, 2021. Any solicitation issued on or after this date shall incorporate this policy in its entirety and for any award resulting from a solicitation issued on or after November 1, 2021 the requirements of this policy shall be effective upon contract execution.

For any solicitations that have been issued prior to November 1, 2021 but a contract has not been awarded, Contractors shall be given until January 1, 2022 to accept the additional terms associated with this policy. In the event that a Contractor does not accept the terms of the policy, their proposal or bid submission shall be rejected and second closest proposer/bidder shall be contacted for award consideration.

Additionally, SHA shall, to the extent permitted by law and by the terms of existing contracts, extend the requirements of this policy to existing contracts and contract-like instruments. This policy will remain in effect until SHA determines it is no longer needed based upon the threat of the virus, public health guidance, or such other considerations as SHA may deem appropriate.

