

ADDENDUM:

#1

TODAY'S DATE:

4/22/2022

PROJECT NAME: Mardi Gras Waste Lines

CONTACT / TITLE: Don Hatfield

PROJECT MANAGER

PHONE / EMAIL: 206-574-1213

donalddh@kcha.org

This Addendum is used to Identify Items in the Original Documents with Action as Follows:

☐ BID

☐ RFQ

☐ RFP

☒ CLARIFY

☐ CHANGE

☒ DELETE

☒ ADD

☐ SUBSTITUTE

26 Page(s) Total for this Addenda including this page.

1. **Question:** Bid calls out for 4 double sweep clean-outs installed. We find 2 outside on map, but under the building appear to only be end of line clean-outs not double sweep can you confirm?

Answer: Only two (2) double sweeps are needed, located outside of the building

2. **Question:** There appears to be some subfloor damage in the crawlspaces under two toilets, as noted in pre-bid walk. Are these repairs called out somewhere in the bid or will these repairs be change orders?

Answer: Any damaged floor repair will be a change order.

3. **Question:** At the north end crawl space entrance, there was damaged insulation and obvious sewage leaks and smells. Who is in charge of this remediation? Are we including it in our bid price or will KCHA be fixing prior to project beginning?

Answer: Insulation is not part of the scope. Contractors is to add lye over any areas of dirt that show signs of waste line leakage.

4. **Question:** On page 3 of 25 Section 1.0 Scope of Work, it is called out to include a bypass system. During bid walk it was noted that water shut off would occur by contractor in hallways daily. Which process is expected for bid, bypass or water shut offs daily?
Answer: Either will be acceptable it will be the contractor's ways and means on how they want to perform the work.
 5. **Question:** Will the community room be available for contractors for staging?
Answer: This should not be a problem but will be discussed with Property Manager prior to starting.
 6. **Question:** What parking will be made available for contractors for vehicle staging during working hours?
Answer: Yes, parking in the East lot is available
 7. **Question:** In the bid docs it notes that contractor will be responsible for replacing angle stops if they break during use, will a KCHA rep be available to inspect for damage or leaks prior to shut off.
Answer: Yes KCHA can walk with winning bidder and document any leaking angle stops prior to starting any shut offs.
 8. **REMOVE:** Original B Section – Return Forms and **ADD** the attached B-Section. Return this updated section (including the “Unit Price #1” for resetting toilet) with your bid.
-



B - SECTION

MARDI GRAS WASTE LINES

24009 104th AVE. S.E., KENT, WA 98030

DUE DATE: April 28, 2022

TIME: 1:00 pm

In order to be considered as **RESPONSIVE BIDS**, all bidders **MUST** submit the following **Signed Documents (each single sided)** no later than the **Bid Due Date and Time**.

Forms to Return if Bidding

- B.1 Bid Form
- B.2 COVID-19 Job Site Requirements**
- B.3 Bidder's Experience Record
- B.4 Contractor Certification
- B.5 Non-Collusive Affidavit
- B.6 Equal Opportunity
- B.7 Bid Security (Submit only for bids greater than \$150,000)
- B.8 Debarment / Suspension Compliance Certification
- B.9 Proposed Subcontractor List
- B.10 Section 3
 - a. Business Certification
 - b. Subcontractor Work Plan
- B.11 Harassment and Discrimination Policies
- B.12 WMBE Survey (Form is not required to be responsive, but requested)
- B.13 Preliminary Project Schedule – Provided by Contractor



BID FORM – RETURN EACH FORM SINGLE SIDED

BID TO:

KING COUNTY HOUSING AUTHORITY
CAPITAL CONSTRUCTION DEPARTMENT
700 Andover Park West, Suite C * Tukwila, WA 98188

PROJECT NAME AND LOCATION:

Mardi Gras Waste Lines
24009 104th Ave. S.E., Kent, WA 98030

SCOPE OF WORK:

The Mardi Gras, Waste Line Project, is comprised of (but not limited to) the demolition and replacement of the main waste lines in the crawl space, removal and replacement of all sink, tub, vent, urinal, and toilet waste lines, CIPP line coatings, installation of four (4) new double sweep cleanouts for CIPP/SIPP coating, and installation of three (3) new crawl space accesses. New main waste lines will be replaced from interior of building to the new double sweep clean-out at the exterior of the building.

For complete scope, please see E.1 Scope of Work and Technical Specifications

BASE BID:

Bidders must provide a cost for **each and every** bid item (even if the amount is **\$0.00**), for the bid to be considered responsive. Where conflict occurs between the bid item values entered and the total amount written, the bid item price(s) shall prevail, and totals will be corrected to conform thereto. The work of the various items is described throughout the Contract Documents.

Total Base Bid Lump Sum Amount (Gross Contract Price) should include all applicable taxes. King County Housing Authority (KCHA) will only pay this Gross Contract Price. Contractors shall review the State of Washington Department of Revenue Ruling WAC 458-20-17001 (included in bid documents) and all other applicable documents for tax obligations.

Contractor must pay the attached ☐ Davis Bacon / ☒ Non-Routine Maintenance as the Minimum Wages and Fringe Benefits for the construction workers under this contract.

The Bidder agrees to accept as full payment for the Work, as specified in the Contract Documents, and based upon the undersigned's own estimate of quantities and costs, the following stipulated sums.

BASE BID PRICE		
A.	Materials, including all applicable Taxes	\$
B.	Labor	\$
C.	O & P, including all applicable Fees	\$
D.	Owner Allowance for added work contingency, as authorized by KCHA	\$17,000.00
TOTAL BID AMOUNT: (all costs inclusive – A, B, C & D) Round to Nearest Dollar		\$
		And No/100 Dollars
PRINT (in words) Total Bid Amount. <i>Sample – Three Hundred Thousand, Two Hundred Sixty-Six</i>		

Bidding Contractor's Company Name: _____ Initials: _____



ADDITIONAL COVID-19 REQUIREMENTS

Should there be new COVID-19 requirements instituted by the State or County prior to the bid date, they will be addressed in an Addendum.

UNIT PRICES:

Unit prices are considered for use when small quantities are needed and additional competitive bidding is not required for price justification. An unforeseen condition requiring large quantities resulting in a substantial change in scope of new work will not be considered applicable for unit pricing. Large deviations in the scope of work will be addressed and evaluated through a bid process or on a Time Material basis as stipulated in the contract documents. Acceptance of any unit pricing is at the Owner's discretion.

UNIT PRICE # 1		
Detach and reset toilet. Price to include new wax ring, hold-down bolts, caulking and braided supply line. These unit values shall include full compensation for furnishing, placing, removing, installing, all labor and necessary equipment related to these items. This unit price will be used for change order purposes for addition or deduction of cost associated for work.		
A.	Materials , including all applicable Taxes	\$
B.	Labor	\$
C.	O & P , including all applicable Fees	\$
TOTAL BID AMOUNT: (all costs inclusive – A, B, and C)		\$
		And No/100 Dollars
Enter Written Total Bid Amount above. NOTE: PRINT dollar amount, round to nearest dollar, no cents.		

COMPLETE BID:

Contractor shall include all costs of doing the work shown, described, and intended by the Contract Documents, within the lump sum bid prices in the Proposal.

LOW BIDDER DETERMINATION:

The determination of the Low Bidder will be determined on the basis of the Grand Total of the Total Base Bid Price plus Owner-Directed Work Total. The Owner reserves the right to accept any, all, or no Additive items at the time of Award, or at any time thereafter.

RIGHT TO AWARD THE CONTRACT:

KCHA reserves the right to award the Contract to the Contractor based on the Contractor's Qualifications, Bonding Capacity and ability to Complete the Project within the Completion Time allowed for project. If written notice of the acceptance of this bid is mailed, or delivered to the undersigned within Seven (7) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form within Seven (7) calendar days after the Contract is presented for signature.

RIGHT TO REJECT BIDS:

KCHA Reserves the Right to Reject any and all Bids and select any bid options (Base Bid/Alternate Bid or both). In addition, KCHA Reserves the Right to Refuse to Award a Bid to a Contractor based on the Contractor's Past Performance, and/or Unresolved Issues with KCHA, as well as unresolved issues with Washington State Labor & Industries. No Extension of Completion is allowed.

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KCHA also Reserves the Right to Reject all bids, for any reason, prior to Contract Execution.

The undersigned hereby agrees that this proposal shall be a Valid and Firm Offer for the following calendar days from the date of the Bid Opening.

Calendar Days: SIXTY (60)

If the Contractor's Bid is determined to be "Not Responsible", KCHA will issue in writing the specific reasons for this determination. Your company will be allowed to appeal this decision. The appeal must be in writing. The appeal must be delivered to KCHA at the address provided in the determination of 'Not Responsible' within two (2) business days after KCHA makes the decision. The appeal may include additional information that was not included in the original Bid Documents. KCHA will make a final determination after the receipt of the appeal. The final determination may not be appealed.

ADDENDUM RECEIPT: (Receipt of the following Addenda is acknowledged)

Addendum No.: _____
Addendum No.: _____
Addendum No.: _____
Addendum No.: _____

Date: _____
Date: _____
Date: _____
Date: _____

NO ADDENDA were received

☐

START TIME OF CONSTRUCTION:

Construction for the project must be started in accordance with the written Notice to Proceed Date issued by KCHA.

COMPLETION TIME OF CONSTRUCTION:

The undersigned hereby agrees to significantly complete the project within the construction period or duration (**Construction Period/Duration: NTP "construction start" to physical completion**) all the work required under the Contract and in accordance with the Contract Documents. Time allowed to complete the project (including punch list items) shall be the following number of Calendar Days from the Notice to Proceed Date issued by KCHA:

Calendar Days: NINETY (90)

PRELIMINARY SCHEDULE:

MANDATORY: Contractor is to **provide** a preliminary Master Project Schedule in Microsoft Project, Primavera or similar and will include task durations and a project duration/completion date **at time of bid.**

METHOD OF PAYMENT:

Contract Amount shall be paid by KCHA to the Contractor monthly from the date of Contract, based on Contractor's Invoice of percentage of 'Completion'. Contractor shall use the AIA-G702 and G703 forms for Application and Certificate for Payment for Invoice Submittal.

CONTRACT RETENTION:

KCHA will withhold Contract Retention at the following Rate, pursuant to the General Conditions and will be released upon receipt of the Proper clearances from all pertinent state agencies. Release of Retention will not be made until All Requirements for Release, including clearances from State Agencies are received.

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Retention Rate: **FIVE PERCENT (5%)**

CLOSEOUT PERCENTAGE:

Contractor to include in his Schedule of Values **Closeout Costs**; this is a percentage of the contract bid amount for costs associated with closing out the project as described in Section 01 77 00.

Closeout Percentage: **FIVE PERCENT (5%)**

LIQUIDATED DAMAGES:

Timely performance and completion of the Work is essential to the Owner and time limits stated in the Agreement are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work or Contract Completion of the entire project does not occur in the time limits defined in the Contract. Liquidated damages are not assessed as a penalty, but as liquidated damages for breach of contract. The amount is fixed and agreed upon by the Contractor and Owner due to the extreme difficulty and impracticability of fixing and ascertaining the actual damages the Owner would sustain.

This amount is construed as actual amount of damages to the Owner and may be retained by the Owner and deducted from any payments to the Contractor. Assessment of liquidated damages does not release the Contractor for obligations in the Agreement. If different and separate completion dates are stated in the Agreement for separate parts or stages of the Work, the amount of liquidated damages shall apply and may be assessed on those parts or stages of the Work which are delays.

If the Contractor fails to complete the Work by the Time for Substantial Completion stated above, then the Contractor agrees to abide by all provision of the Liquidated Damages clause to the Contract. Liquidated Damages shall be in the following DOLLAR AMOUNT per Calendar Days and will be assessed for each day that the Contractor exceeds the time for substantial completion stated above as follows:

Dollar Amount: **FIVE HUNDRED DOLLARS AND NO/100 (\$500.00)**

INDEMNIFICATION AND HOLD HARMLESS:

The Contractor hereby agrees that, to the fullest extent permitted by law, it will defend, indemnify and hold KCHA and its officials, partners, volunteers, agents and employees (the "Indemnities") harmless from and against any and all claims, losses, damages and expenses, including attorney's fees incurred with respect thereto or in enforcing this indemnity, which in any manner arise out of or in connection with, or result from:

1. The Work to be performed pursuant to this contract (the 'Work'), or
2. Any Act or Omission of:
 - a. The Contractor;
 - b. Any Subcontractor, Lower Tier Contractor, or Supplier engaged with respect to the Work;
 - c. Any other party acting at the direction, at the request or under the control of the Contractor with respect to this contract or the Work; or
 - d. The Officers, Directors, Partners, Employees, Volunteers or Agents of any of the foregoing, or the successors in interest of any of them.

Notwithstanding the foregoing, however, the Contractor shall not be required to indemnify and Indemnatee against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the intentional misconduct or sole negligence of the Indemnatee, and if such damages are caused by or result from the concurrent negligence of the Indemnatee and the Contractor or its employees

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or agents, then the Contractor's indemnity hereunder shall be limited to the extent of the negligence of the Contractor or its employees or agents. For purposes of this Indemnity, the Contractor waives its immunity under industrial insurance, Title 51 of the Revised Code of Washington, and acknowledges that the parties have negotiated this waiver for the purposes of this agreement.

The Contractor hereby agrees to require all its Subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract to execute an indemnity agreement substantively identical to the proceeding one, specifically naming KCHA as an indemnitee, and the Contractor's failure to do so shall constitute a material breach of this contract by the Contractor.

LOCAL RESIDENCE HIRING AND CONTRACTING REQUIREMENTS FOR SECTION 3:

The undersigned agrees to adhere to the Local Resident Hiring and Contracting Requirements as defined in the Section 3 Documents. Failure to comply with this program "to the greatest extent feasible" may result in the withholding of progress payments until the breach of the contract is remedied. See Section 3 Certification Forms attached.

I certify, under penalty of perjury, that my company ☐ **Is a Section 3 Business**

☐ **Is Not a Section 3 Business**

(For further clarification for Section 3 Certification, refer to Sections A.8 and B.10.a)

BID WITHDRAWAL AFTER BID OPENING:

1. A bidder who submits an erroneous low bid may withdraw the bid at the risk of forfeiting the bid bond. The bid withdrawal is permissible if there was an obvious error in the low bid and the mistake is readily apparent from the bid itself. The bidder must notify KCHA and submit evidence of the error within twenty-four (24) hours of the bid opening.
2. Evaluating factors for return or forfeiture of bid bonds should include:
 - a. Whether the bidder acted in good faith;
 - b. Whether the bidder acted without gross negligence;
 - c. Whether the bidder gave prompt notice of the error;
 - d. Whether the bidder will suffer substantial detriment by forfeiture;
 - e. Whether KCHA's status has not greatly changed, and no substantial hardship will be caused.
3. Any low bidder who withdraws its bid is prohibited from bidding on the same project if it is subsequently re-solicited.

NOTIFICATION:

Contractors submitting bids must have current industrial insurance and not be disqualified from bidding (not suspended or debarred by any federal, state, or other public agency).

All or a portion of this contract is paid for by Federal Funds. As a result, Successful Contractors are subject to the following statutes: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

It will be the Contractor's obligation to comply with pertinent laws and implementing regulations, which provide for non-discrimination and accessibility in Federally Funded Housing and Non-Housing Programs for people with Disabilities. To read the full text of the Notice go to Go to

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www.kcha.org/business/requirements Scroll down to Fair Housing Laws and Read: **Fair Housing / Accessibility Notice**

The undersigned acknowledges:

1. To have carefully reviewed and understood the scope of work and requirements under the Contract Documents and the complete scope of work as required under the Bid Proposal,
2. To have been provided the opportunity to physically assess the project site,
3. And affirms that the bid entered herein, shall be a complete bid in accordance with the terms of the Contract Documents,
4. And hereby agrees to complete the Work required under the terms of the Contract Documents by the Completion Dates enumerated therein, and
5. That all Documents Submitted to KCHA will become Public Records, as per RCW 42.56. If you are submitting information, which you think is confidential and / or proprietary to your business; KCHA recommends that you do not submit that information, as KCHA cannot guarantee that type of information will be withheld from a public disclosure request.

Bidding Contractor's Company Name: _____ Initials: _____



COMPANY INFORMATION *(please print all information):*

Name of Bidder's Company

Physical Street Address:

(Contractor MUST have a Physical Street Address)

City-State-Zip:

Mailing Address if different than Physical:

City-State-Zip:

Telephone:

Name of Person Authorized to Sign Contract:

(if Company is Awarded Contract)

Title of Person Authorized to Sign Contract:

(if Company is Awarded Contract)

Email Address of Person Authorized to Sign Contract:

(if Company is Awarded Contract)

Website:

Contractor's License (WA State) Number:

UBI (Unified Business License) Number:

Employment Security Account Number:

State Excise Tax Registration Number:

Federal Tax I.D. Number:

Duns Number:

☐ Exempt

Public Works Training (RCW39.04.350):

☐ Not Exempt – signed Compliance Statement
in Accordance with RCW 9A.72.085 is
provided

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- ☐ Check Box if your company is a Corporation and name the State Incorporated in below.
- ☐ Check Box if your company is a Partnership and provide Full Name(s) and Address of all parties below.
- ☐ Check Box if your company is also known as (aka) and list that name and address below.

_____	_____
_____	_____
_____	_____

NOTE: The penalty for making false statements in offer is prescribed in 18 U.S.C. 1001.

SUBMITTED ON: _____ Day of _____, 20____

Signature of Bidder

Print Name and Title

Bidding Contractor's Company Name: _____ Initials: _____

COVID -19 JOB SITE REQUIREMENTS – RETURN EACH FORM SINGLE SIDED

COVID-19 Job Site Requirements

Prior to recommencing work all contractors are required to develop for at each job site a comprehensive COVID-19 exposure control, mitigation, and recovery plan. The plan must include policies regarding the following control measures: PPE utilization; on-site social distancing; hygiene; sanitation; symptom monitoring; incident reporting; site decontamination procedures; COVID-19 safety training; exposure response procedures; and a post-exposure incident project wide recovery plan.

A copy of the Site Specific COVID-19 plan must be available on the job site during construction and available for inspection by state and local authorities, KCHA staff, and residents. Workers must be trained on the safety protocols listed below before the activity begins.

All contractors have a general obligation to keep a safe and healthy worksite in accordance with state and federal law and must comply with the Washington State Department of Labor & Industries [General Requirements and Prevention Ideas for Workplaces](https://www.doh.wa.gov/Coronavirus/workplace) and the Washington State Department of Health Workplace and Employer Resources & Recommendations at <https://www.doh.wa.gov/Coronavirus/workplace>. Failure to follow these requirements will be considered a violation of these duties and be penalized accordingly. Under RCW 49.17.060, “each employer shall furnish to each of their employees a place of employment free from recognized hazards that are causing or likely to cause serious injury or death to his or her employees and shall comply with the rules, regulations, and orders promulgated under this chapter.”

- The Contractor must ensure operations follow the main L&I COVID-19 requirements to protect workers.
- Educate workers about coronavirus and how to prevent transmission and the employer’s COVID-19 policies.

A worker may refuse to perform unsafe work, including hazards created by COVID-19. And, it is unlawful for their employer to take adverse action against a worker who has engaged in safety-protected activities under the law if their work refusal meets certain requirements.

COVID-19 Site Supervisor

1. A site-specific COVID-19 Supervisor shall be designated by the Contractor to monitor the health of employees and enforce the COVID-19 job site safety plan. A designated COVID-19 Supervisor must be present at all times during construction activities, except on single family residential job sites with 6 or fewer people on the site. The name and contact information for the site specific COVID-19 Supervisor must be clearly displayed on all jobsite COVID-19 required postings.

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COVID-19 Safety Training

1. A Safety Stand-Down/toolbox talk/tailgate training must be conducted on all job sites on the first day of returning to work, and weekly thereafter, to explain the protective measures in place for all workers. Social distancing must be maintained at all gatherings.
2. Attendance will be communicated verbally and the trainer will sign in each attendee.

Social Distancing

1. Social distancing of at least 6 feet of separation must be maintained by every person on the worksite at all possible times. In instances where the 6 feet separation cannot be maintained, other prevention measures are required such as barriers, staggering breaks or work shift starts, etc.
2. Gatherings of any size must be precluded by taking breaks and lunch in shifts. Any time two or more persons must meet, ensure minimum 6 feet of separation.
3. Identify “choke points” and “high-risk areas” on job sites where workers typically congregate and control them so social distancing is always maintained.
4. Minimize interactions when picking up or delivering equipment or materials, ensure minimum 6-foot separation.

Personal Protective Equipment (PPE) – Employer Provided

1. Appropriate eye protection for all hazards must be worn at all times by every employee while on the worksite.
2. If appropriate PPE cannot be provided, the work is not authorized to commence, recommence, or the site must be shut down.
3. Provide personal protective equipment (PPE) such as gloves, goggles, face shields and face masks as appropriate or required to employees for the activity being performed. **Cloth facial coverings must be worn by every employee not working alone (with no chance of human interaction) on the jobsite unless their exposure dictates a higher level of protection under Department of Labor & Industries safety and health rules and guidance.** Refer to Coronavirus Facial Covering and Mask Requirements for additional details. A cloth facial covering is described in the Department of Health guidance, <https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/ClothFacemasks.pdf>.

Sanitation and Cleanliness

1. Hand-washing stations, with soap and running water, shall be abundantly provided on all job sites for frequent handwashing. When running water is not available, portable washing stations, with soap, are required.
2. Workers should be encouraged to leave their workstations to wash their hands regularly, before and after going to the bathroom, before and after eating and after coughing, sneezing or blowing their nose.

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3. Alcohol-based hand sanitizers with greater than 60% ethanol or 70% isopropanol can also be used, but are not a replacement for the water requirement.
4. Post, in areas visible to all workers, required hygienic practices, including not to touch face with unwashed hands or with gloves; washing hands often with soap and water for at least 20 seconds; use hand sanitizer with at least 60% alcohol; cleaning and disinfecting frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs; covering the mouth and nose when coughing or sneezing as well as other hygienic recommendations by the U.S. Centers for Disease Control (CDC).
5. Make disinfectants available to workers throughout the worksite and ensure cleaning supplies are frequently replenished.
6. Frequently clean and disinfect high-touch surfaces on job sites and in offices, such as shared tools, machines, vehicles and other equipment, handrails, doorknobs, and portable toilets. If these areas cannot be cleaned and disinfected frequently, the jobsite shall be shut down until such measures can be achieved and maintained.
7. Shared tools and other equipment must be wipe sanitized between users.
8. When the worksite is an occupied home, workers should sanitize work areas upon arrival, throughout the workday and immediately before they leave, and keep a personal distance of at least 10 feet from occupants at all times.
9. If an employee reports feeling sick and goes home, the area where that person worked should be immediately disinfected.

Employee Health/Symptoms

1. Create policies which encourage workers to stay home or leave the worksite when feeling sick or when they have been in close contact with a confirmed positive case. If they develop symptoms of acute respiratory illness, they must seek medical attention and inform their employer.
2. Have employees inform their supervisors if they have a sick family member at home with COVID-19. If an employee has a family member sick with COVID-19, that employee must follow the isolation/quarantine requirements as established by the State Department of Health.
3. Screen all workers at the beginning of their day by asking them if they have a fever, cough, shortness of breath, fatigue, muscle aches, or new loss of taste or smell.
4. Ask employees to take their temperature at home prior to arriving at work or take their temperature when they arrive. Thermometers used shall be ‘no touch’ or ‘no contact’ to the greatest extent possible. If a ‘no touch’ or ‘no contact’ thermometer is not available, the thermometer must be properly sanitized between each use. Any worker with a temperature of 100.4°F or higher is considered to have a fever and must be sent home.
5. Instruct workers to report to their supervisor if they develop symptoms of COVID-19 (e.g., fever, cough, shortness of breath, fatigue, muscle aches, or new loss of taste or smell). If symptoms

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develop during a shift, the worker should be immediately sent home. If symptoms develop while the worker is not working, the worker should not return to work until they have been evaluated by a healthcare provider.

6. Failure of employees to comply will result in employees being sent home during the emergency actions. For example, if an employee refuses to wear the appropriate facial covering they would be sent home.
7. Any worker coming to work on a construction site in Washington from any state that is not contiguous to Washington must self-quarantine for the required number of days to become eligible to work on a job site in Washington.
8. If an employee is confirmed to have COVID-19 infection, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA). The employer should instruct fellow employees about how to proceed based on the CDC [Public Health Recommendations for Community-Related Exposure](#).

No jobsite may operate until the Contractor can meet and maintain all requirements, including providing materials, schedules and equipment required to comply.

All issues regarding worker safety and health are subject to enforcement action under L&I's Division of Occupational Safety and Health (DOSH).

- Employers can request COVID-19 [prevention advice and help](#) from L&I's Division of Occupational Safety and Health (DOSH).
- Employee Workplace safety and health complaints may be submitted to the L&I DOSH Safety Call Center: (1-800-423-7233) or via e-mail to adag235@lni.wa.gov

Contractor's Company Name: _____

I have read and understand what is required to comply with the COVID-19 Requirements.

Signature

Title

Name (Please Print)

Date

Bidding Contractor's Company Name: _____ Initials: _____



CONTRACTOR CERTIFICATION – RETURN EACH FORM SINGLE SIDED

PROJECT NAME: MARDI GRAS WASTE LINES

NAME OF COMPANY: _____

PHYSICAL STREET ADDRESS: _____

CITY – STATE – ZIP: _____

MAILING ADDRESS: _____

CITY – STATE – ZIP: _____

PHONE NUMBER: _____

FEDERAL TAX ID NO.: _____ **WA STATE UBI NO.:** _____

TYPE OF BUSINESS: _____ **CORPORATION** _____ **LLC - PARTNERSHIP** _____ **SOLE PROPRIETOR**

OWNERS OF THIS COMPANY (List All Owners from the inception of the Company. Use an additional sheet of paper if necessary.)

NAME OF OWNER(S)	DATE(S) OF OWNERSHIP (from – to)
_____	_____
_____	_____
_____	_____

UNDER PENALTIES OF PERJURY, _____ **I /** _____ **We** hereby certify that: (Check the appropriate responses)

- _____ **I /** _____ **We** have a complete copy of the Bid Documents and Drawings (if applicable) for this project as supplied by the King County Housing Authority.
- _____ **I /** _____ **We** have no contractual obligation or other disabilities that would prevent _____ **Me /** _____ **Us** from meeting the various requirements contained in the Bid Documents to the greatest extent feasible and with good faith efforts to attempt to meet the attached goals.
- _____ **I /** _____ **We** do not and will not maintain, nor permit _____ **My /** _____ **Our** employees to work in a location where segregated facilities are maintained, except for separate or single-user toilets and changing facilities, if necessary, to assure privacy between the sexes.
- _____ **I /** _____ **We** that _____ **Have /** _____ **Have Not** participated in an Equal Employment Opportunity Plan in the past that required filing reports with the Government; and that if _____ **I /** _____ **We** have, _____ **I /** _____ **We** _____ **Have /** _____ **Have Not** filed all reports due. If not, the reports will be filed within the next (_____) days.
- The number shown on this form is _____ **My /** _____ **Our** correct Taxpayer Identification Number OR _____ **I Am /** _____ **We Are** waiting for a number to be issued to _____ **Me /** _____ **Us** and
- _____ **I /** _____ **We** further certify that _____ **I /** _____ **We** are not subject to Backup Withholding because;
(a) _____ **I Am /** _____ **We Are** Exempt from Backup Withholding, or
(b) _____ **I /** _____ **We** have not been notified by the Internal Revenue Service (IRS) that _____ **I Am /** _____ **We Are** subject to Backup Withholding as a result of a failure to report all interest or dividends, or

Bidding Contractor's Company Name: _____ Initials: _____



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(c) the IRS has notified ____ **Me** / ____ **Us** that ____ **I Am** / ____ **We Are** no longer subject to Backup Withholding.

(If you ARE subject to Backup Withholding, leave #6 blank and go to #7)

7. ____ **I** / ____ **We** have been notified by the IRS that ____ **I Am** / ____ **We Are** currently subject to Backup Withholding because of under reporting interest or dividends.

(If you filled out #6 – you are NOT subject to Backup Withholding, leave #7 blank)

8. _____, who is by title the _____
of our firm/company and has been designated, as the responsible official to ensure required reports are submitted, and record keeping complies with all the applicable regulations.

AUTHORIZED OFFICIAL:

SIGNATURE

NAME (PLEASE PRINT)

TITLE (PLEASE PRINT)

DATE

NON-COLLUSIVE AFFIDAVIT – RETURN EACH FORM SINGLE SIDED

FOR CONTRACTS AND EQUIPMENT \$50,000 AND ABOVE

[illegible]

_____, being first duly sworn, deposes and says:

That he / she is a Partner or Officer of the Firm of, etc. _____

The party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against KING COUNTY HOUSING AUTHORITY or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE OF AUTHORIZED OFFICIAL

Bidder, if the Bidder is an Individual

Partner, if the Bidder is a Partnership

Officer, if the Bidder is a Corporation

SUBSCRIBED AND SWORN to before me:

this day of _____, 20

(Signature)

(Print Name)

My Commission Expires: _____, 20____

Bidding Contractor's Company Name: _____ Initials: _____



EQUAL OPPORTUNITY CLAUSE – RETURN EACH FORM SINGLE SIDED

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, citizenship status, creed, age, marital status, physical or mental disability, sexual orientation, political ideology, or status as a Vietnam era or specially disabled veteran. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to the aforementioned conditions. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to the aforementioned conditions of paragraph 1 above.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AUTHORIZED OFFICIAL:

SIGNATURE

NAME (PLEASE PRINT)

TITLE (PLEASE PRINT)

DATE

Bidding Contractor's Company Name: _____ Initials: _____



BID SECURITY – RETURN EACH FORM SINGLE SIDED

BID DEPOSIT:

The undersigned Principal hereby deposits a Bid Deposit with the King County Housing Authority in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of:

_____ Dollars (\$_____)

-- OR --

BID BOND:

The undersigned, _____ (Principal), and

_____ (Surety), are held and firmly bound unto the
King County Housing Authority (Owner) in the penal sum of:

_____ Dollars (\$_____),

which for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. The liability of surety under this Bid Bond shall be limited to the penal sum of this Bid Bond.

CONDITIONS:

The Bid Deposit or Bid Bond shall be an amount not less than **five percent (5%)** of the total bid, including any Alternates, Additives, and Owner-Directed Work, if any, including sales tax, if any, and is submitted by Principal to Owner in connection with a Proposal in according to the terms of the Proposal and Bid Documents for:

MARDI GRAS WASTE LINES

NOW THEREFORE:

- a. If Principal requests, in writing, to withdraw its Bid, prior to Bid Opening, or
- b. If the Proposal is rejected by Owner, or
- c. Owner in accordance with the terms of the Proposal and furnishes a bond for the faithful performance of said Project and for the payment of all persons performing labor or furnishing materials in connection therewith, with Surety or Sureties approved by Owner,

then this Bid Security shall be released; otherwise it shall remain in full force and effect and Principal shall forfeit the Bid Deposit or Surety shall immediately pay and forfeit to Owner the amount of the Bid Bond, as penalty and liquidated damages.

The obligations of Surety and its Bid Bond shall be in no way impaired or affected by any extension of time within which Owner may accept bids; and Surety does hereby waive notice of any such extension.

Bidding Contractor's Company Name: _____ Initials: _____



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SIGNED AND DATED THIS _____ Day of _____, 20 _____.

ATTEST to Principal's Signature:

PRINCIPAL (Print Company Name)

Signature of Authorized Official

Printed Name

Title (Please Print)

Corporate Seal (if Applicable)

Signature

Printed Name

Title (Please Print)

ATTEST to Surety's Signature:

SURETY (Print Company Name)

Signature of Authorized Official

Printed Name

Title (Please Print)

Corporate Seal (if Applicable)

Signature

Printed Name

Title (Please Print)

The above is Attorney in Fact:

Yes _____ No _____
(If Yes, attach Power of Attorney)

Local Office of Agent and / or Surety Company (please print):

Name: _____

Street Address: _____

City, State, Zip: _____

Power of Attorney of person signing for Surety Company must be attached to this Bond Form.

Surety Companies executing Bonds must appear on the current Authorized Insurance List in the State of Washington.

Bidding Contractor's Company Name: _____ Initials: _____



DEBARMENT / SUSPENSION COMPLIANCE CERTIFICATION
RETURN EACH FORM SINGLE SIDED

The Bidder certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) -year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

BIDDING COMPANY

Company Name

Physical Street Address

City / State / Zip

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

SUBSCRIBED AND SWORN to before me:

this _____ day of _____, 20 ____

(Signature)

(Print Name)

My Commission Expires: _____, 20 ____

Bidding Contractor's Company Name: _____ Initials: _____



KCHA – MARDI GRAS WASTE LINES – ADDENDUM 1
CAPITAL CONSTRUCTION DEPARTMENT

SUBCONTRACTOR – FIRST TIER – LISTING – RETURN EACH FORM SINGLE SIDED

NAME OF BIDDING COMPANY: _____

PHYSICAL STREET ADDRESS: _____

CITY / STATE / ZIP: _____

1. List Approximate Percent (%) of Work Your Company will actually Perform: _____

2. Do You Intend on using Subcontractor(s) for this Project? ☐ Yes ☐ No

3. **(If Yes, you must** show on this form the name and information of **All First Tier Subcontractors** performing work that will be associated with this Bid.) Attach additional sheets if necessary. This form needs to be completed to the best of the Bidder's ability at time of bid. If Bidder is Awarded Contract a final subcontractor list will be submitted prior to Notice to Proceed. **PRINT ALL INFORMATION**

SUBCONTRACTOR – FIRST TIER - LIST

Business Name: _____ Trade: _____
Address: _____ Contact: _____
Phone: _____ Years of Experience: _____
UBI No.: _____

Business Name: _____ Trade: _____
Address: _____ Contact: _____
Phone: _____ Years of Experience: _____
UBI No.: _____

Business Name: _____ Trade: _____
Address: _____ Contact: _____
Phone: _____ Years of Experience: _____
UBI No.: _____

Business Name: _____ Trade: _____
Address: _____ Contact: _____
Phone: _____ Years of Experience: _____
UBI No.: _____

The Bidder hereby certifies that the information contained in this Proposed Subcontractor List, including any attached sheets, is accurate, complete, and current:

Print Name of Authorized Official

Title

Signature

Date

Bidding Contractor's Company Name: _____ Initials: _____



SUMMARY OF HARASSMENT AND DISCRIMINATION
RETURN EACH FORM SINGLE SIDED

KCHA prohibits harassment and discrimination based on race, color, national origin, citizenship status, creed, religion, sex, age, marital or veteran's status, physical or mental disability, sexual orientation, political ideology, or any other basis protected by law ("protected status"). This policy applies to KCHA's employees, vendors, contractors, visitors and others who conduct business with KCHA. The following are examples of prohibited conduct. This list is not exclusive; employees should see KCHA's Personnel Policies and Procedures for more details and vendors/contractors should contact the Human Resources Department for more details:

- Unwelcome conduct based on protected status when sufficiently severe or pervasive to create a hostile work environment; or a supervisor's improper conduct results in a tangible change in an employee's status or benefits (demotion, termination, etc.).
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made an implicit or explicit condition of employment; (2) submission to or rejection of such conduct affects employment opportunities or decisions; or (3) such conduct interferes with an employee's work or creates an intimidating, hostile or offensive work environment.
- Sexually suggestive or racially derogatory words, pictures, videos, cartoons, emails, etc.
- Leering, staring in a sexually suggestive manner or making offensive remarks about looks, clothing, or body.
- Touching in a way that may make an individual feel uncomfortable, such as patting, pinching or intentional brushing against another's body.
- Gestures, pictures or drawings which would offend a particular racial or ethnic group or other protected class.
- Comments about an individual's skin color, accent, or other racial/ethnic characteristics.
- Disparaging remarks or stereotypes about an individual's gender, race, birthplace, ethnicity or ancestry.
- Negative comments about an individual's religious beliefs (or lack of religious beliefs).
- Negative comments regarding an individual's age if age 40 and over.
- Derogatory or intimidating references to an employee's mental or physical impairment.

Anyone who has been harassed and/or discriminated against is expected to promptly report the alleged incident(s) to the Supervisor, Department Director, Director of Human Resources, Deputy Executive Director/Chief Administrative Officer or the Executive Director. KCHA will protect the confidentiality of such complaints to the extent possible. Complaints will be promptly, thoroughly and impartially investigated and KCHA will take immediate and appropriate corrective action when it determines that harassment has occurred. Individuals who make complaints or provide information related to complaints will be protected from retaliation.

The Bidder hereby certifies that the information contained above is understood and agreed upon.

Bidder's Company Name: _____

Print Name of Authorized Official

Title

Signature

Date

Bidding Contractor's Company Name: _____ Initials: _____



KCHA – MARDI GRAS WASTE LINES – ADDENDUM 1
CAPITAL CONSTRUCTION DEPARTMENT

WMBE SURVEY – RETURN EACH FORM SINGLE SIDED

PLEASE COMPLETE THIS SURVEY AND RETURN WITH YOUR BID / PROPOSAL DOCUMENTS.
NOT SUBMITTING THIS SURVEY WILL NOT DISQUALIFY YOUR BID/PROPOSAL.
THIS IS FOR INFORMATIONAL PURPOSES ONLY.

Bidding Company Name: _____
Address: _____
City / State / Zip: _____

Type of Business: _____ Incorporated – Federal ID#: _____
_____ Sole Proprietorship – SS#: _____
_____ Other – Describe: _____

WMBE: _____ Yes _____ No
Describe: _____ Disadvantage Owned (Disabled – DBE)
_____ Women Owned (WBE)
_____ Minority Owned (MBE or MWBE) (Check Applicable)
_____ 1. White American _____ 4. Hispanic American
_____ 2. Black American _____ 5. Asian – Pacific American
_____ 3. Native American _____ 6. Hasidic Jew

Registered WMBE: _____ Yes _____ No _____ Registration in Progress

Authorized Signer _____

Print Name and Title _____

Date _____

FOR KCHA USE ONLY: IF THIS COMPANY HAS BEEN AWARDED THE CONTRACT, FORWARD THIS FORM

TO: Tim Baker – KCHA Senior Management Analyst
Phone: 206-574-1111 Email: timb@kcha.org

Bidding Contractor's Company Name: _____ Initials: _____

CONTRACTOR'S SUPPLIED SCHEDULE – RETURN EACH FORM SINGLE SIDED

- A. Gantt-Chart Schedule: Submit to the Owner a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Final Master Project Schedule within fourteen (14) days of date after Letter of Award. Base schedule on the Preliminary Master Project Schedule and whatever updating and feedback was received since the start of Project. The Gantt-Chart Final Master Project Schedule can be either in MS Project or equivalent format.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require three (3) months or longer to complete, indicate an estimated completion percentage in ten (10%) percent increments within time bar.
- C. Contractor's Final Master Project Schedule Updating: At two (2) week intervals, update schedule to reflect actual construction progress and activities. Issue schedule three (3) days before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.

**CONTRACTOR
TO INSERT
PRELIMINARY
MASTER PROJECT
SCHEDULE HERE
MUST BE IN
MICROSOFT PROJECT,
PRIMAVERA or SIMILAR**

Bidding Contractor's Company Name: _____ Initials: _____