



101 Elliott Ave W, Suite 100
 PO Box 79015
 Seattle, WA 98119

REQUEST FOR BIDS (by E-Mail)

Date: 01/03/2024	To: Potential Bidders for SHA Solicitation # 5889 Weller Apartments Cistern		
The work described below is subject to the conditions described on Attachment A, version 1 <input checked="" type="checkbox"/> version 2 <input type="checkbox"/>			
SHA Reference No.: 5889	(Federal Prevailing Wages) <u>Federal Wage Decision No.:</u> Davis Bacon - Heavy WA20230070 MOD 5 12.22.2023	OR	(State Prevailing Wages) <u>Date of State Prevailing Wage Schedule:</u> N/A
Number of Working Days to Complete Work: 2 Working Days	For Questions Contact: Habt Demeke Sr. Contract Administrator	Phone No.: (206) 615-3318 E-mail: purchasing@seattlehousing.org	
Project Description / Scope of Work: <input checked="" type="checkbox"/> See Scope of Work attached. <input type="checkbox"/> See Scope of Work below.			
<ul style="list-style-type: none"> Asbestos Disclosure Options: <ul style="list-style-type: none"> <input type="checkbox"/> SHA has performed, or caused to be performed, a good faith inspection to determine whether materials to be worked on or removed contain asbestos (include the inspection report as an attachment if this option is selected), <input type="checkbox"/> SHA assumes that the Work site contains asbestos and Contractor must handle the material in accordance with all applicable federal, state, and local laws and regulations, including, without limitation, WAC 296-62-07701 through 296-62-07753, or <input checked="" type="checkbox"/> SHA is reasonably certain that asbestos will not be disturbed by this project. <p>This project is estimated to be between \$4,000 and \$5,000.</p>			
<p>PRE-BID SITE VISIT: <u>January 17, 2024, at 2:00 PM Pacific Time (PT).</u> Meet at Outside of Weller Apts, Building B, 1632 S Weller St. Seattle, WA 98144 Site visit will take approximately 1 hour. Street parking is available.</p> <p>DEADLINE FOR QUESTIONS: <u>January 20, 2024, no later than 4:00 PM Pacific Time (PT).</u> Email your questions to: purchasing@seattlehousing.org</p>			
<p>BID DUE DATE AND TIME: <u>January 31, 2024, no later than 2:00 PM Pacific Time (PT).</u> EMAIL YOUR BID TO: purchasing@seattlehousing.org</p>			
<p>The bidder is responsible for ensuring that its Bid is received prior to the deadline. Bids received after the deadline will not be considered.</p> <p>Bids for Small Works Roster advertised projects will only be accepted from contractors who are listed on Seattle Housing Authority's Small Works Roster at the time bid is due. SHA utilizes the Small Public Works Roster maintained by MRSC to solicit 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.</p>			

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA(S) NUMBER(S): _____

BIDDER MUST COMPLETE THE INFORMATION BELOW. In addition, if bidder has never done business with SHA, it must submit a vendor fact sheet with its bid form. Bidder must also submit the required Section 3 forms with its bid form.

If checked, Bidder must complete the attached Detailed Bid Price Form and provide the total bid price below.

Basic Bid Price (without Sales Tax)	Sales Tax on Materials (see Attachment A)	Total Bid Price (with Sales Tax on Materials Only)
Bidder's Business Name:	Telephone No.:	E-Mail Address:
Address:		City, State, Zip Code:
Business Classification: <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/> MWBE <input type="checkbox"/> Section 3		Contractor Registration No.:
Signature:	Date:	Printed Name and Title of Person Signing Bid:

By signing above, the Bidder acknowledges receipt of Attachment A and any addenda issued for this project and proposes to furnish all material and labor and to perform all work described herein for the Bid Price noted above. The Bidder also certifies the following: to have personally and carefully evaluated the Project Description / Scope of Work and Attachment A, and to have a clear understanding of the same, including the requirement to pay prevailing wages.

- ATTACHMENT A: Version 1 (Less than \$50,000.00)**
- ATTACHMENT B: 1. Scope of Work**
- 2. Weller Cistern Draft Design & Details**
- ATTACHMENT C: Davis Bacon - Heavy WA20230070 MOD 5 12.22.2023**
- ATTACHMENT D: Sample Contract**
- ATTACHMENT E: Forms**
- 1. SHA Vendor Fact Sheet**
- 2. A. Section 3 Benchmark Low and Very Low-Income Person and Eligible Businesses**
- B. Section 3 Income Limits**
- C. Business Concern Certification for Contracting**
- D. Sample Quarterly Reporting Form**
- 3. Suspension and Debarment Compliance Certificate for Contractor/Subcontractor**
- 4. For-Profit Subgrantee and Contractor Certifications and Assurances**
- 5. Certification of Compliance with Wage Payment Statutes (SSB5301)**
- 6. Non-Collusive Affidavit**

SUBMISSION CHECKLIST - THE FOLLOWING FORMS NEED TO BE COMPLETED, SIGNED AND RETURNED

- _____ **Request for Bids (Page 1 and Page 2)**
- _____ **SHA Vendor Fact Sheet**
- _____ **Section 3 Business Concern Certification for Contracting (if applicable)**
- _____ **Suspension and Debarment Compliance Certificate for Contractor/Subcontractor**
- _____ **For-Profit Subgrantee and Contractor Certifications and Assurances**
- _____ **Certification of Compliance with Wage Payment Statutes**
- _____ **Non-Collusive Affidavit**



Attachment A, **Version 1**

(Less than \$50,000)

Request for Bid (by E-Mail)

The work described in the Request for Bid (by E-Mail) is subject to the following terms and conditions:

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

1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of the bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - Electrical Contractor License, if required by Chapter 19.28 RCW
 - Elevator Contractor License, if required by Chapter 70.87 RCW
 - Plumbing Contractor License, if required by Chapter 18.106 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 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 contractor's principals.
6. Have completed training requirements under RCW 39.04.350 before bidding on public works projects as determined by the Washington State Department of Industries OR are exempt from the training requirements under RCW 39.04.350.
7. Within the three-year period immediately preceding the date of the proposal submittal, has not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

Prevailing Wages: The Bidder 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 E-Mail) 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 (defined below):

- 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 Bidder and, if applicable, Bidder's 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. Upon written request from SHA, Bidder shall also comply (and shall cause its subcontractors to comply) with any special, alternative, or supplemental filing instructions and requirements.

No Bid Bond: SHA does not require a bid guarantee for small works roster construction projects estimated to cost \$100,000 or less.

Insurance: Within seven calendar days of award, the Contractor shall submit to SHA, and maintain throughout the contract, at no expense to SHA, the following insurance coverage at the limits noted. Refer to SHA's General Conditions Of The Contract For Construction (the "General Conditions" or "SHA's General Conditions") for more details:

1. **Commercial General Liability Insurance:** \$1,000,000 each occurrence, and \$2,000,000 in the aggregate.
2. **Additional Insured Endorsement Ongoing Operations:** SHA (and any limited partnership when applicable) must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Contractor. Certificates of insurance (and policy endorsements if needed) must be provided to SHA as evidence of additional insured coverage.
3. **Additional Insured Endorsement Completed Operations:** The Contractor's CGL insurance shall include SHA 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 SHA shall remain in effect for not less than three (3) years following the Final Acceptance of the Work by SHA.
4. **Employers Liability policy or Washington Stop Gap Liability insurance endorsement:** \$1,000,000 each accident/occupational disease.
5. **Workers Compensation coverage.**
6. **Commercial Business Auto Coverage:** \$1,000,000 per accident.
7. **Pollution Liability Insurance:** \$1,000,000 combined single limit coverage, if the work involves handling or disposal of asbestos, lead-based paint, contaminated soil, or other hazardous materials.

Contract Bond: A Contract Payment and Performance Bond, or retention of contract amount in lieu of bond, is required, unless it is waived by SHA in accordance with the State law (RCW 39.04.155).

Retainage Requirements: SHA will retain five (5) percent of the contract amount for a period of thirty days after date of final acceptance, unless specifically waived by SHA.

Tax Exempt Status of SHA: Pursuant to State law (RCW 35.82.210), SHA is exempt from paying sales tax when it obtains goods and services directly from the Contractor.

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

General Conditions: SHA's General Conditions are incorporated by reference and made a part of this Request for Bid (by E-Mail) 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 General Conditions insurance specified above, and the waiver of the Contract Bond and withholding of retainage specified above, shall take precedence over the General Conditions. The General Conditions may be viewed by accessing [SHA website](#), or upon request by calling SHA at (206) 615-3379.

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

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

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.

Scope of Work

Weller Apts Cistern Project Scope of Work

Project Description:

The Seattle Housing Authority is seeking proposals from RainWise trained professional firms to assess, construct, and install one rainwater cistern capture system at Weller Apts, 1632 S Weller St, Building B location.

Scope of Work:

SHA is seeking qualified consultants and contractors construct and install one rainwater cistern at 1632 S Weller St. Qualifications include a current City of Seattle business license, a license to do business in the State of Washington, as well as having attended the 3-day contractor training program through King County and Seattle Public Utilities' RainWise program.

SHA would like contractors to review the attached documents and provide a cost estimate and site plan.

The Consultant/Contractor shall provide all supplies, tools, equipment, scaffolding, shoring, transportation, utilities, services, superintendence, and labor, including architectural, structural, and electrical improvements, and the furnishing of all materials, items, and accessories needed for the total construction of the project in strict conformance with the Contract Documents and General Contract Conditions. Any and all design decisions and modifications will first be pre-approved through the project manager and project lead. Contractors are also responsible for submitting a list of all materials to be used that must be agreed upon beforehand.

Consultant/Contractor agrees to share final design with tenants for approval before construction begins. Contractors must also submit times of days that construction will occur and must not create physical barriers to tenants accessing the building. Additionally, noises must be kept at a minimum as to be respectful to tenants.

The selected Consultant/Contractor will be required to perform the following tasks:

- Design and install one 530-gallon rainwater cistern installation at 1632 S. Weller Street, Seattle, WA 98144.
- Build the cistern system to control roof water runoff and to provide rainwater for tenant's gardens.
 - Note: cisterns must be easily drainable and removable for future capital work (i.e. siding and paint)
- Adhere to the RainWise best practices.

- Scheduling inspection for [side sewer permit](#) from Seattle Department of Construction and Inspections if necessary according to the City of Seattle's [stormwater code](#).
 - If side sewer inspection is completed, any changes to site plans based on inspection feedback results should be submitted to the SHA project manager in writing for approval and potential change order prior to continuing with the build/installation.
 - If SHA determines an exact scope and site plan, the information will be provided to proposers/contractors via an addendum so that the scheduling and completion of such an inspection may not be required. If that step occurs, SHA will confirm in writing via the Addendum that this step is no longer applicable.
- Demonstrate to SHA staff and tenants how to maintain the installed system and how to use the rainwater for garden irrigation purposes.
- Participate in an unveiling event to answer any tenant questions about the system and how to use it.
- Submit project operations and maintenance manual and warranty to SHA upon project approval and completion.

Time Commitment: 90 consecutive days

Schedule for construction and close-out of contract:

- Pre-inspections: 2 weeks from contractor selection
 - Make changes to the design as needed.
- Material sourcing, delivery, construction, and training (4 weeks): 6 weeks from contractor selection.
- SHA close-out inspection (allow for 2 weeks if changes need to be made): 10 weeks.
- Construction close- project manager signs-off (1 week): 11 weeks





Estimated Amount: The estimated range of cost for the Contract to be executed based on this solicitation is between \$4,000 & \$5,000.

5889 Attachment B.2 Design & Details

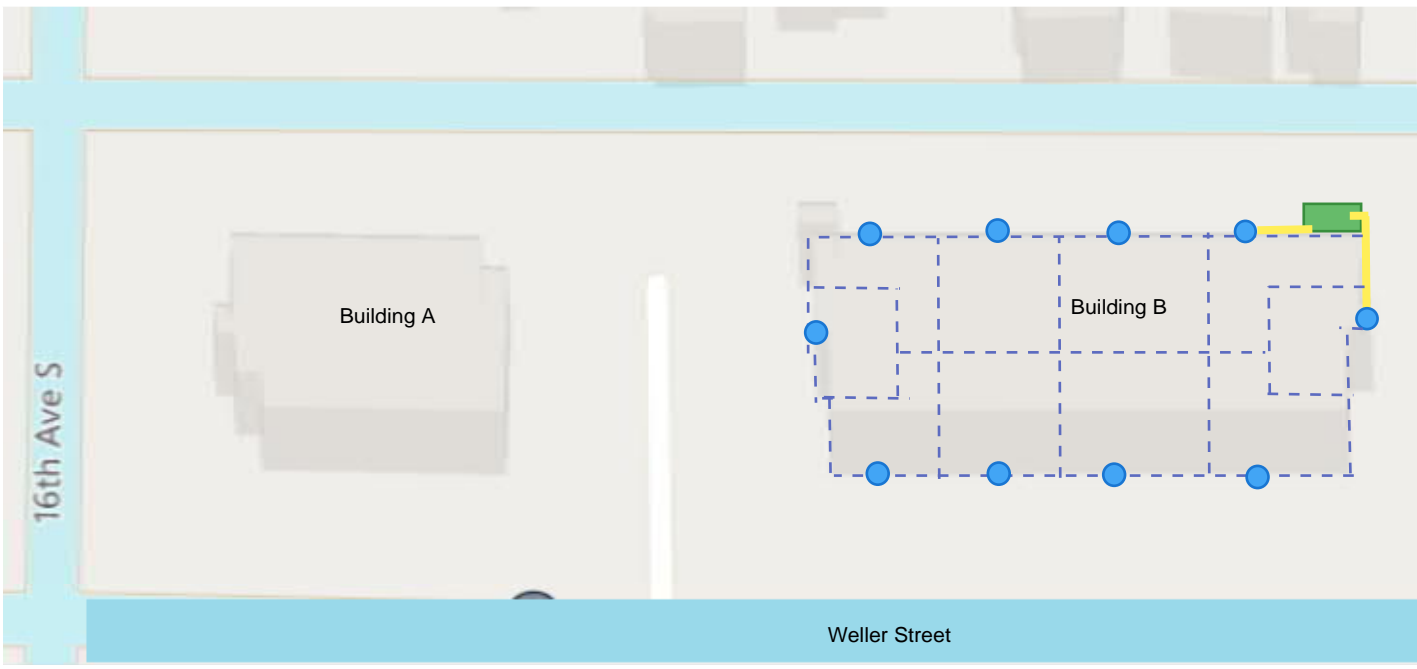
Weller Apts Cistern Project
Location: 1632 S Weller St, Building B
Parcel Number: 33190-1670
Sq Ft: 41,328 (both buildings)

Drawing A: Cistern Location and Estimated Drainage Area

Legend

- Downspout Location 
- Cistern Location 
- Downspout extension 
- Estimated Roof Drainage Area 

Bushman Cistern Specs:
530 gallons
6'6" H
7'2" W
2'1" D



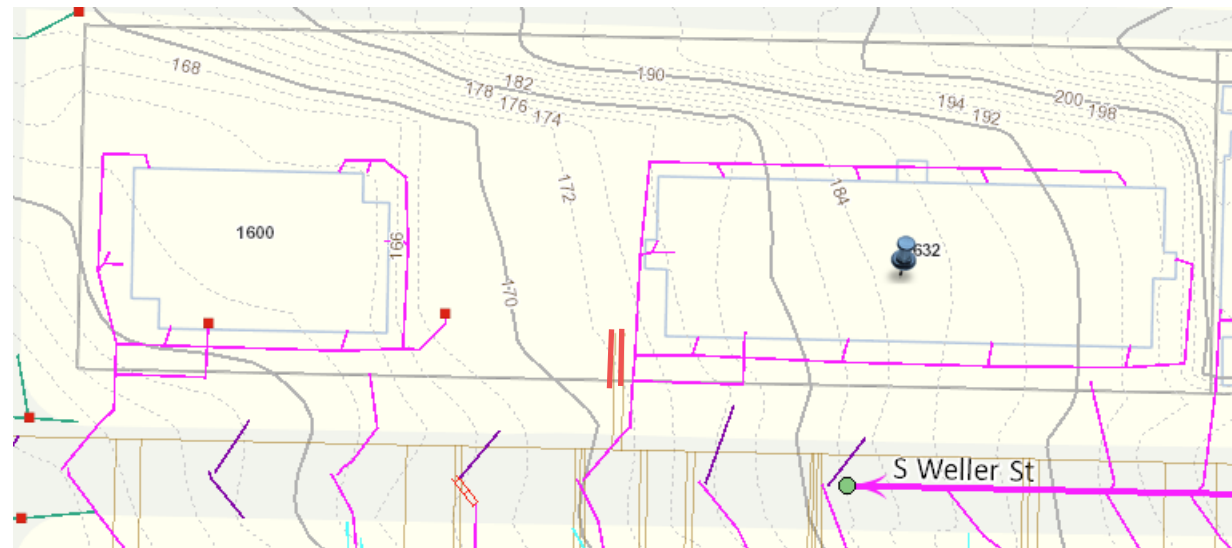
- Total sq ft building B roof: 7,520
- Estimated roof drainage area for each downspout: 752
- Estimated drainage area for cistern location: 1,504

Weller Apts Cistern Project
Location: 1632 S Weller St, Building B
Parcel Number: 33190-1670
Sq Ft: 41,328 (both buildings)

Drawing B: Existing Water & Sewer Systems

Legend

Water Service	—
Existing Side Sewer	—
SPU Side Sewer	—
SPU Sanitary Main	→
Maintenance Hole	●
Catch Basin, Junction Box, Sand Box	■



Weller Apts Cistern Project
Location: 1632 S Weller St, Building B
Parcel Number: 33190-1670
Sq Ft: 41,328 (both buildings)

Potential Cistern Location
as depicted in drawing A



Overflow downspout
connection as depicted in
drawing A

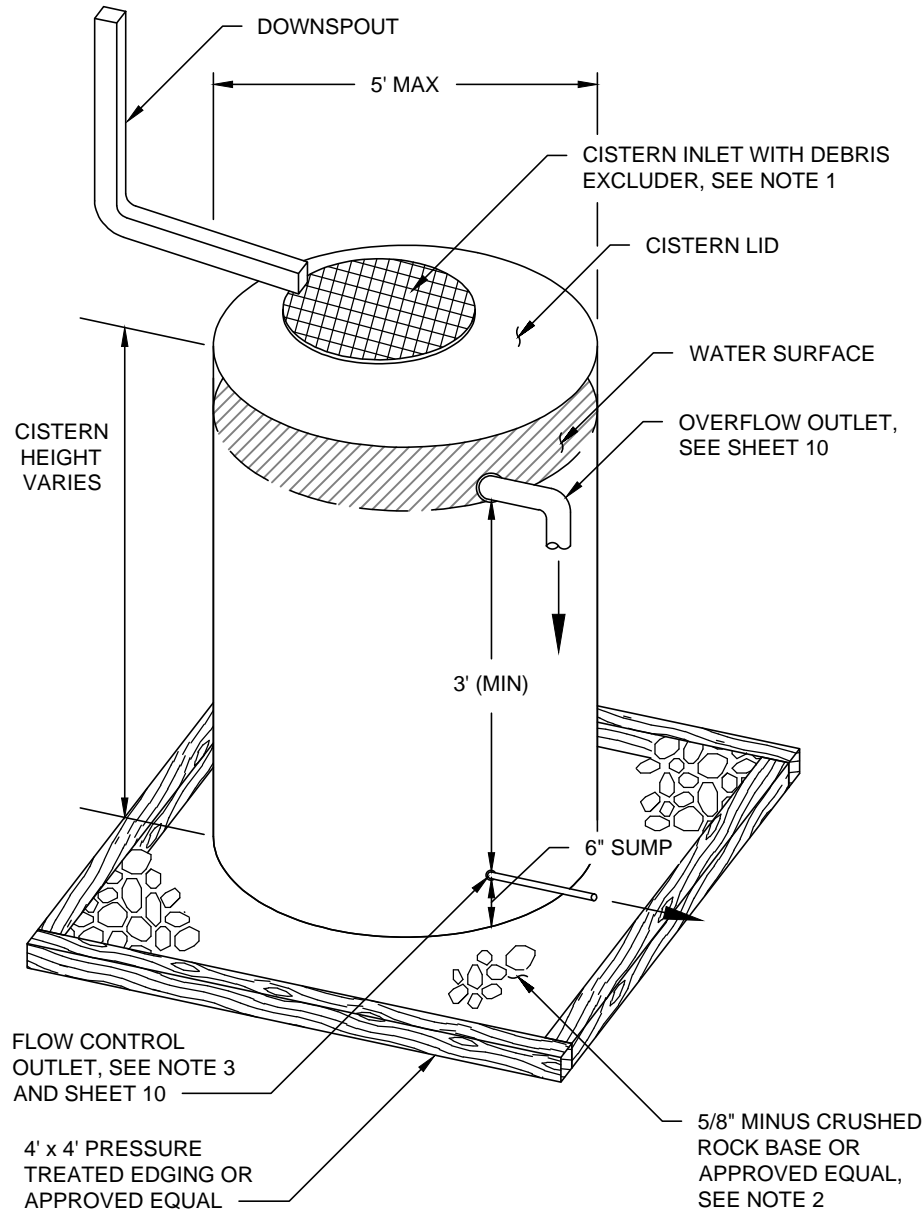
Inflow downspout
connection as depicted in
drawing A

530 gallon Bushman Cistern

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE 2014 CITY OF SEATTLE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION THE CITY OF SEATTLE STANDARD PLANS, 2011 EDITION; CITY OF SEATTLE DIRECTORS RULES: 5-2009, 4-2001, 15-2009, 16-2009, 17-2009, 18-2009; AND CODES ADOPTED BY REFERENCE INCLUDING THE SEATTLE BUILDING CODE AND SEATTLE FIRE CODE.
2. IN ACCORDANCE WITH SECTIONS 4.2.5, 6.4.2, AND 6.3 OF DIRECTORS' RULES: 2009-005 SPU AND 17-2009 DPD THE OVERFLOW CONVEYANCE MUST SAFELY CONVEY THE 25-YEAR STORM.
3. ALL CONVEYANCE PIPE DOWNSTREAM OF THE EXISTING DOWNSPOUT MUST MEET RAINWISE REQUIREMENTS.
4. DOWNSPOUT TO RAIN GARDEN PIPES SHALL BE A MINIMUM OF 3-INCHES IN DIAMETER. SEE SHEET 3 FOR COMPLETE SIZING REQUIREMENTS.
5. RAIN GARDEN OVERFLOW PIPES SHALL BE A MINIMUM OF 4-INCHES IN DIAMETER. SEE SHEET 7 FOR COMPLETE SIZING REQUIREMENTS.
6. CISTERN OVERFLOW PIPES SHALL BE A MINIMUM OF 3-INCHES IN DIAMETER. SEE SHEET 10 FOR COMPLETE SIZING REQUIREMENTS.
7. CISTERNS WITH HIGH TIPPING POTENTIAL SHALL BE RESTRAINED TO PREVENT OVERTURNING.
8. PIPES IN CONTACT WITH GROUND SHALL BE SCHEDULE 40 PVC OR APPROVED EQUAL.
9. PIPES NOT IN CONTACT WITH THE GROUND SHALL BE PVC SCHEDULE 40, SDR 35, OR ABS.
10. PIPES NOT FULLY BURIED SHALL BE ANCHORED TO RESIST MOVEMENT.
11. PER UPC 2.3.3 PIPES SHALL NOT BE EXPOSED TO DIRECT SUNLIGHT. PIPES MAY BE PAINTED BY HOMEOWNERS IF THE HOMEOWNER AGREES, IN WRITING, TO PERFORM SUCH WORK.
12. PER UPC 2.5.2 PIPES SHALL BE SUPPORTED EVERY 4-FEET HORIZONTAL, AT CHANGES IN DIRECTION, AND EVERY EIGHT VERTICAL FEET.
13. FLOW CONTROL OUTLET MUST REMAIN OPEN DURING THE WET SEASON (SEPTEMBER TO MAY).

CISTERN SECTION



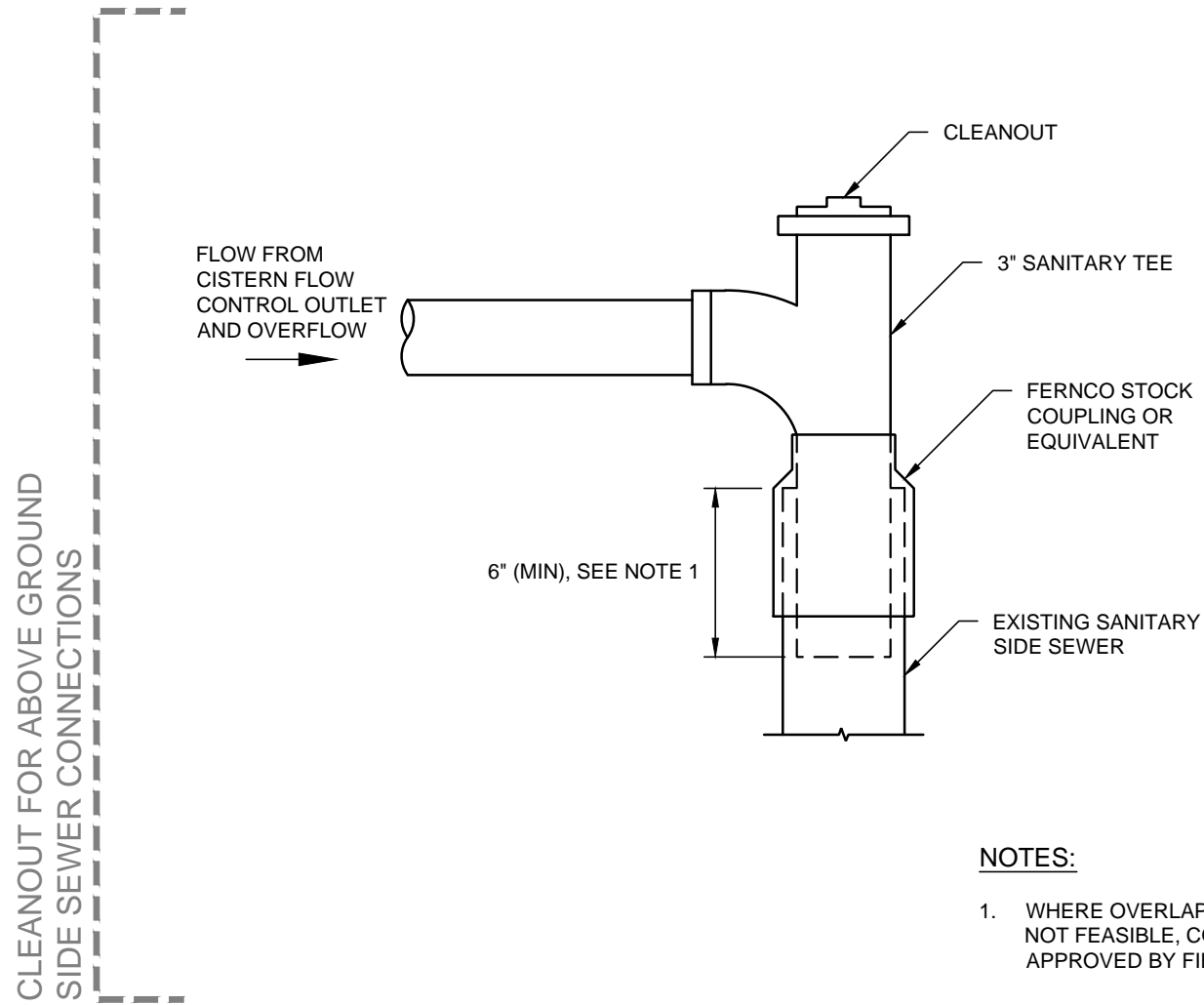
NOTES:

1. PROVIDE DEBRIS EXCLUDER WITH 1/16 INCH MINIMUM SCREEN CAPACITY AT CISTERN INLET.
2. CRUSHED ROCK BASE SHALL BE COMPACTED WITH 12 POUND HAND TAMPER TO FORM LEVEL, NON-YEILDING BASE FOR CISTERN. EXTEND BASE BEYOND EDGE OF CISTERN. BASE DIMENSIONS WILL VARY BY CISTERN.
3. FLOW CONTROL OUTLET SHALL INCLUDE A UNIFORM 1/4 INCH DIAMETER INSPECTABLE AND CLEANABLE ORIFICE. NO ADDITIONAL VALVES OR FLOW RESTRICTOR PERMITTED DOWNSTREAM OF FLOW CONTROL OUTLET. SEE SHEET 13 FOR AN EXAMPLE CONFIGURATION.

GENERAL NOTES:

- A. ALL ENTRIES MUST BE SECURED AS TO BE CHILD PROOF.
- B. CISTERNS WITH HIGH TIPPING POTENTIAL SHALL BE RESTRAINED TO PREVENT OVERTURNING.
- C. SYSTEM MUST BE DESIGNED TO PROVIDE ACCESS AND EGRESS TO CISTERN AND CISTERN FITTINGS FOR CLEANING AND REMOVAL OF SEDIMENT AND ALGAE. ACCESS SHALL BE THROUGH REMOVABLE LID OR 6 INCH (MINIMUM) INSPECTION PORT. CLEANOUT SHALL BE PROVIDED AT BOTTOM OF TANK (VIA BOTTOM BULKHEAD FITTING).
- D. CISTERNS OVER 6.5 FEET TALL OR WITH STORAGE CAPACITY GREATER THAN 1,100 GALLONS REQUIRE CONSULTATION WITH RAINWISE INSPECTOR.
- E. ALL CISTERN PIPING MATERIALS SHALL BE RIGID. 12 LINEAR INCHES OF 2 INCH (MAXIMUM) DIAMETER FLEXIBLE PIPE MAY BE USED TO CONNECT TERMINUS OF FLOW CONTROL OUTLET TO OVERFLOW PIPING.
- F. OVERFLOW AND LOW FLOW PIPE CONFIGURATIONS (FITTINGS AND PIPE LENGTH) MAY VARY BY CISTERN. PIPE SUPPORT TO BE PROVIDED WITHIN 2 FEET OF UNIONS AND AT LEAST EVERY 4 FEET OF PIPE RUN. SEE SHEET 10.
- G. PLASTIC CISTERNS MUST BE U.V. STABILIZED. ALL CISTERNS MUST BE NON-COLLAPSABLE, WATERTIGHT, AND OF DURABLE MATERIAL TO PROVIDE A LONG SERVICE LIFE.
- H. TO PREVENT FREEZING DAMAGE, ALL EXPOSED PIPE MUST BE FREE DRAINING.
- I. PROVIDE WATER TIGHT FITTINGS AT ALL CISTERN CONNECTIONS.
- J. LOCATE CISTERNS TO AVOID OBSTRUCTION OF UTILITIES, WINDOWS, OR OTHER SITE FEATURES THAT REQUIRE REGULAR ACCESS.
- K. SEE REFERENCE SHEET C FOR CISTERN SETBACK REQUIREMENTS.
- L. SEE SHEET 11 FOR DESIGN REQUIREMENTS FOR CISTERNS IN SERIES.

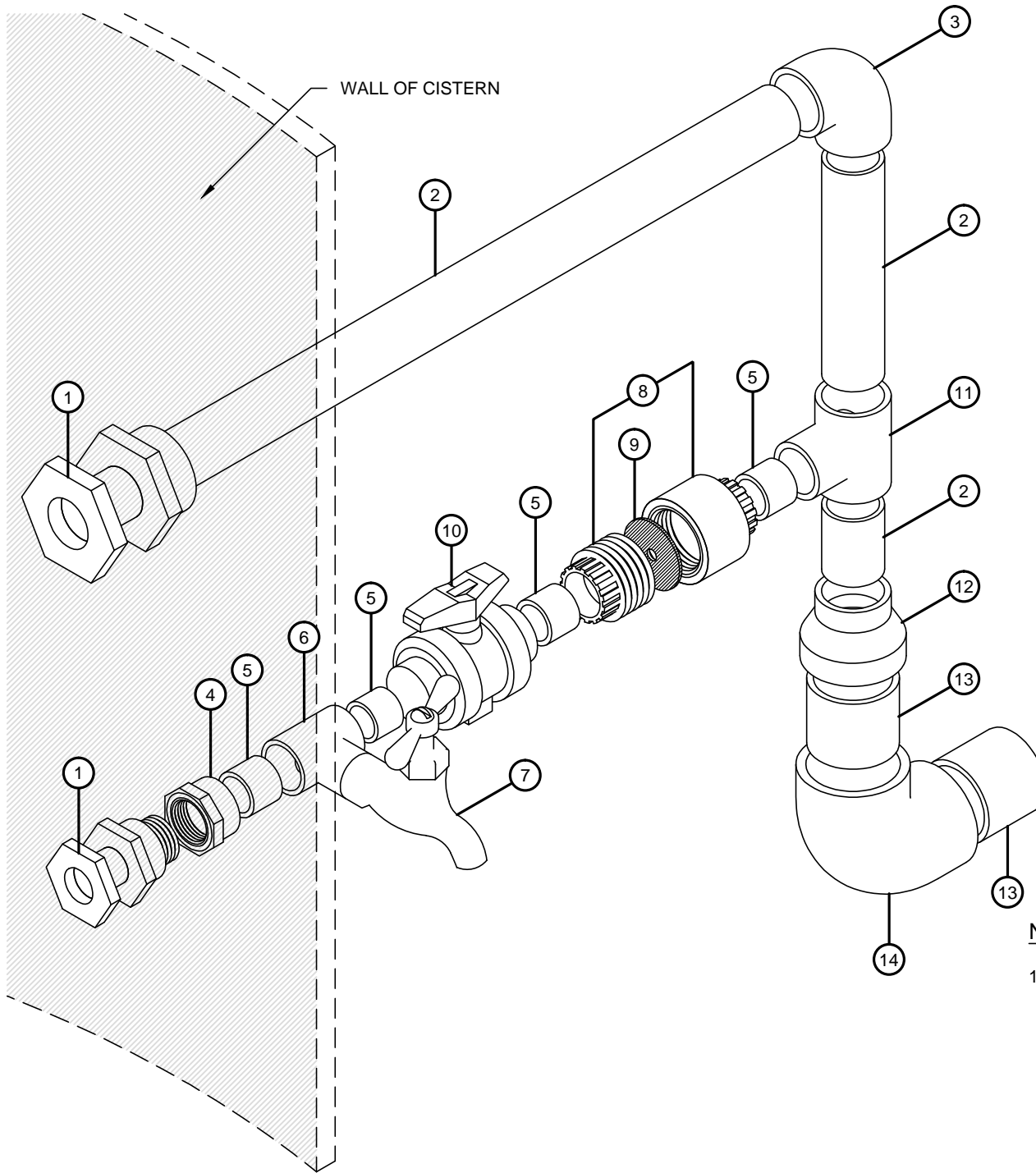
CISTERN CONNECTIONS



NOTES:

1. WHERE OVERLAP DISTANCE OF 6" IS NOT FEASIBLE, CONNECTION SHALL BE APPROVED BY FIELD ENGINEER.

CISTERN FITTINGS EXAMPLE



- ① REMOVABLE BULKHEAD FITTING
- ② 3" (TYP) SCH 40 PVC PIPE
- ③ 3" (TYP) PVC SCH 40 SLP x SLP ELBOW
- ④ 1-1/2" FPT x 1-1/2" SLP ADAPTER
- ⑤ 1-1/2" SCH 40 PVC PIPE 10'
- ⑥ 1-1/2" x 1-1/2" x 1/2" SLP-SLP-FPT TEE
- ⑦ 1/2" x 3/4" BRASS MPT x MHT HOSE BIBB (OPTIONAL)
- ⑧ 1-1/2" SCH 80 PVC UNION SLP-SLP
- ⑨ 1-1/2" x 1/4" BLACK NEOPRENE WASHER
- ⑩ 1-1/2" SLP BALL VALVE SCH 40
- ⑪ 3" (TYP) x 3" (TYP) x 1-1/2" SLP REDUCING TEE
- ⑫ 4" x 3" PVC-DWV H-H COUPLING, AS NEEDED
- ⑬ 3" OR 4" SCH 40 PIPE PVC
- ⑭ 3" OR 4" SCH 40 PVC ELBOW

NOTES:

1. CISTERN OUTLETS MAY DISCHARGE TO THE FOLLOWING LOCATIONS:
 - < ABOVE GROUND TO SIDE SEWER (SEE SHEET 12)
 - < BELOW GROUND TO RAIN GARDEN
 - < BELOW GROUND TO DISPERSION TRENCH
 - < BELOW GROUND TO SIDE SEWER PER SEATTLE SIDE SEWER PERMIT

"General Decision Number: WA20230070 12/22/2023

Superseded General Decision Number: WA20220070

State: Washington

Construction Type: Heavy
including water and sewer line construction

County: King County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

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).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
<p>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:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 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 2023.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

1	02/03/2023
2	08/25/2023
3	09/29/2023
4	11/24/2023
5	12/22/2023

ASBE0007-001 06/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Pipe and Duct Insulation).....	\$ 66.37	20.59

CARP0030-014 06/01/2021

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 49.18	19.01
MILLWRIGHT.....	\$ 50.68	19.01
PILEDRIVERMAN.....	\$ 49.58	19.01

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

ELEC0046-006 08/07/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 69.99	28.39

ELEC0077-001 02/01/2023

Rates	Fringes
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Line Construction:

LINEMEN.....\$ 60.54 23.97+1.5%

 ENGI0302-026 06/01/2022

Rates Fringes

Power equipment operators:

Group 1A.....	\$ 54.20	24.47
Group 1AA.....	\$ 54.98	24.47
Group 1AAA.....	\$ 55.78	24.47
Group 1.....	\$ 53.40	24.47
Group 2.....	\$ 52.72	24.47
Group 3.....	\$ 52.12	24.47
Group 4.....	\$ 48.78	24.47

Zone Differential (Add to Zone 1 rates):

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom; Excavator/Trackhoe: Over 90 metric tons

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

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

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

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

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

IRON0086-010 01/02/2023

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 50.90	32.57

LAB00242-004 06/01/2022

	Rates	Fringes
Laborers:		
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

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

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

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

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

LABORERS CLASSIFICATIONS

GROUP 2A: Flagman

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

GROUP 4: Handheld Drill; Pipe Layer; Jackhammer

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

PAIN0005-008 07/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 28.41	14.50

PLAS0528-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 52.10	20.27

* PLUM0032-011 06/01/2023

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 71.21	28.88

* TEAM0174-003 06/01/2019

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

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

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

- LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
- LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."
- LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

* SUWA2009-061 08/07/2009

	Rates	Fringes
LABORER: Landscape & Irrigation.....	\$ 8.77 **	1.80
OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 10.63 **	0.00

OPERATOR: Broom/Sweeper.....\$ 30.39	3.77
OPERATOR: Forklift.....\$ 28.03	7.28
OPERATOR: Power Shovel.....\$ 25.12	7.83
TRUCK DRIVER: Flatbed Truck.....\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....\$ 22.89	5.72

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

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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
- * 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.

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END OF GENERAL DECISION

"

Contract No.XXXX
CONSTRUCTION AND MAINTENANCE SERVICES

for

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

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

- The Contractor's response to the Request for Bids (by E-Mail) (attached)
- Attachment A, version 1 (attached)
- Technical scope of work included as part of the Request for Bids (by E-Mail)
- Owner's General Conditions
- Prevailing wage rates as established in Select One dated _____ (attached)
- Federal Labor Standards Provisions (attached)

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

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

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

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

Seattle Housing Authority
 101 Elliott Avenue W, Suite 100
 P.O. Box 79015
 Seattle, WA 98119

By: _____

Date

By: _____

Miki Naganuma,
 Interim Deputy Director of
 Procurement and Contracts

Date



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,
ATTN: _____
101 Elliott Ave W, Suite 100, P.O Box 79015, Seattle WA 98119

General Business Information:				For SHA Use Only:	
Name of Business, Organization, or Name of Person (if payment is to an individual):				JDE Vendor No.	Purchasing contracts <input type="checkbox"/>
Mailing Address for Payments:					
City:	State:	Zip Code:	E-Mail Address:		
Telephone No.:		Fax No.:		DUNS No.:	
Washington UBI No.:		City of Seattle Business License No.:		Washington Contractor's License No.:	
President/General Manager:		Principal products and/or services offered:			
Type of Organization (check one):					
Individual <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Governmental Agency <input type="checkbox"/>	Other _____ <input type="checkbox"/>
Employee Tax ID No. (TIN) or Social Security No. (if Individual):					

Substitute IRS Form W-9 Certification:	
Under penalties of perjury, I hereby certify that the number shown on this form is my correct taxpayer identification number, <u>and</u> that I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, <u>and</u> I am a U.S. person (including a U.S. resident alien). Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.	
SIGN HERE →	Signature of U.S. Person
	Date

Ownership Status (check all that apply):	Racial/Ethnic Status (check one):
<input type="checkbox"/> MBE (Minority-Owned Business Enterprise) <input type="checkbox"/> WBE (Women-Owned Business Enterprise) <input type="checkbox"/> MWBE (Minority / Women-Owned Business Enterprise) <input type="checkbox"/> CBE (Combination Business Enterprise) <input type="checkbox"/> Small Business <input type="checkbox"/> HUD Section 3 Business <input type="checkbox"/> Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises) <input type="checkbox"/> Self-Identified (SHA may request a signed statement re: self-certification)	<input type="checkbox"/> Caucasian (1) <input type="checkbox"/> African American (2) <input type="checkbox"/> Native American (3) <input type="checkbox"/> Hispanic American (4) <input type="checkbox"/> Asian/Pacific American (5) <input type="checkbox"/> Hasidic Jews (6)

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

SIGN BELOW:	
Signature of Authorized Representative of Vendor:	Date:
By signing immediately above, the Vendor hereby represents the following:	
<p>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;</p> <p>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.</p>	

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.

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

Certification of Eligibility: In order to do business with SHA, the Vendor must be eligible to:

- 1) Be awarded contracts by any agency of the U.S. Government, HUD, or the State in which this Contract work is to be performed; or,
- 2) Participate in HUD programs pursuant to 24 CFR Part 24.

The websites to verify eligibility of the firm and its principals are: <https://www.sam.gov/portal/SAM> and http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation. By signing the Vendor Fact Sheet, the Vendor understands that the certification of eligibility is a material representation of fact upon which reliance was placed when SHA agreed to enter into the transaction with the Vendor. SHA may require the Vendor to submit such certification on an annual basis depending on the terms of its contract or the frequency of its business transactions with SHA. If the Vendor subcontracts any portion of the work, the Vendor will be required to submit a similar certification of eligibility to SHA for any Vendor subcontracts. Any written contract executed between SHA and the Vendor shall include these provisions, which may also be referred to as Suspension/Debarment provisions.

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

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

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

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
24 CFR Part 75**

**Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-
Income Persons and Eligible Businesses**

Background: As a condition to receiving financial assistance from HUD, the Seattle Housing Authority (SHA) is required to report to HUD the number of hours worked by Section 3 Workers and Targeted Section 3 Workers on SHA's contracts. To gather that information, SHA is requiring all firms contracting with SHA to track their Section 3 hours and to submit to SHA a Quarterly/Annual Reporting Form. SHA created the Quarterly/Annual Reporting Form for all contractors and consultants to use for this quarterly and/or annual report.

HUD requires SHA and its contractors to use their best efforts to achieve the following Section 3 benchmarks:

For Section 3 Workers – 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance for SHA's fiscal year.

For Targeted Section 3 Workers – 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance for SHA's fiscal year.

Definitions:

Section 3 Worker: A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker's income for the previous or annualized calendar year is below the income limit established by HUD and:
 - a. The worker is employed by a Section 3 business concern: OR
 - b. The worker is a YouthBuild participant.

Targeted Section 3 Worker: A Targeted Section 3 Worker is a Section 3 worker who:

1. Is employed by a Section 3 business concern: OR
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. A resident of public housing or Section 8-assisted housing; OR
 - b. A resident of other public housing projects or Section 8-assisted housing managed by SHA: OR
 - c. A YouthBuild participant.

Section 3 Business Concern: A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons: OR
2. Over 75 percent of the labor hours performed for business over the prior three-month period are performed by Section 3 workers: OR
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

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 King, Snohomish, and Pierce Counties FY 2023

Income Limits Category	FY 2023		
	King County	Snohomish County	Pierce County
Extremely Low Income Limits (30%)	\$28,800	\$28,800	\$22,600
Very Low Income Limits (50%)	\$47,950	\$47,950	\$37,650
Low Income Limits (80%)	\$70,650	\$70,650	\$60,200

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 fits at least one of the following categories as documented within the past five years:
 - A resident of Seattle Housing Authority public housing or Section 8-assisted housing;
 - A resident of other public housing projects or Section 8-assisted housing managed by the public housing authority that is providing the assistance; OR
 - A YouthBuild participant.

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 specify*) _____

Select from ONE of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on Attachment E.2.B).

At least 51 percent of the business is owned and controlled by current public housing residents who currently live in Section 8-assisted housing.

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 Attachment E.2.B).

Business Concern Affirmation

I affirm that the above statements (see previous page) 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: _____

NOTE: Certification expires within six months of the date of signature.
Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

YES NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

**Section 3 Quarterly/Annual Reporting Form
For SHA Projects**

This form must be completed and submitted quarterly for 2023.

SHA Contract No.		Contract Title:	
------------------	--	-----------------	--

This Report is for the following dates:

Start Date:		End Date:	
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The following hours are for the dates and Contract identified above:

<p>Total Hours Worked for all Workers:</p> <p><i>In calculating total hours worked for all workers, do <u>NOT</u> include hours worked with respect to any "professional services" as defined in 24 CFR 75.5.</i></p>	
<p>Total Hours Worked for Section 3 Workers:</p> <p><i>In calculating total hours worked for Section 3 Workers, <u>DO</u> include hours worked with respect to any "professional services" as defined in 24 CFR 75.5.</i></p>	
<p>Total Hours Worked for Targeted Section 3 Workers:</p> <p><i>In calculating total hours worked for Targeted Section 3 Workers, <u>DO</u> include hours worked with respect to any "professional services" as defined in 24 CFR 75.5.</i></p>	

By submitting this form, the undersigned certifies to SHA (i) it has the full right, title, authority and capacity to execute this document on behalf of the Consultant/Contractor, (ii) all of the documentation and information submitted with this reporting form is true and correct in all material respects, and (iii) that it maintains, and will provide to SHA upon request, documentation in form and substance required by 24 CFR 75.31 sufficient to ensure that applicable workers meet the definition of a Section 3 Worker or Targeted Section 3 Worker. The undersigned acknowledges and agrees that a breach of any of certifications (i) – (iii) above will be considered a default under the Contract.

Submitted By:

Name	Title	Date
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SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONTRACTOR

By signing below, the Contractor certifies that to the best of its knowledge and belief neither its firm nor any of its principals as named below are presently debarred, suspended, or have been declared ineligible or are excluded from participation in this transaction by any federal, state or local government.

Contractor’s Firm Name: _____

Address: _____

City, State, Zip: _____

	PRINCIPAL(S) Name(s)	Title(s)
1		
2		
3		
4		
5		

Contractor’s Signature	Printed Name	Title	Date

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

- 1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- 2) A contractor or other person, whether or not employed by the participant or paid with Federal funds, who-
 - a) Is in a position to handle Federal funds;
 - b) Is in a position to influence or control the use of those funds; or,
 - c) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity require to perform the covered transaction.

The federal websites to verify eligibility include: <https://www.sam.gov/portal/public/SAM/> and http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation.

[Add this section if Suspension and Debarment Compliance Certificate for the Sub-Contractors or Sub-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 Government. I understand that the Seattle Housing Authority (SHA) relies on this certification and I understand that I am obligated to submit the following to SHA:

- A certification for any new sub- contractor hired after submission of this certification.
- A renewal certification for every sub- contractor on the anniversary of the Contract execution date if the Contract Time extends beyond one year.

(Note: In lieu of this certification, the Prime Contractor may elect to submit a separate certification signed by each sub- contracting firm to SHA as evidence of sub- contractor eligibility. It is the Prime Contractor’s responsibility to initiate, obtain, and provide all such individual sub- contractor certifications to SHA.)

Prime Contractor’s Signature	Printed Name	Title	Date

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

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

Please contact Habtu Demeke at 206-615-3318 or by e-mail at habtu.demeke@seattlehousing.org if you have any questions regarding compliance with this requirement.

For-Profit Subgrantee and Contractor Certifications and Assurances

The Department of Housing and Urban Development (HUD) requires that all for-profit Subgrantees and Contractors on HOPE VI projects sign this “Certifications and Assurances” form certifying that they will comply with the specific federal requirements described below.

The parties who must sign a “Certifications and Assurances” form are defined below:

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

.....

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

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

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

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

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

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

Return this form to:

Seattle Housing Authority
 Attn: Habtu Demeke, Purchasing
 101 Elliott Avenue W, Suite 100
 P.O. Box 79015
 Seattle, WA 98119



Address 101 Elliott Ave W, Suite 100

PO Box 79015

Seattle, WA 98119

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 (01/31/2024) has been, in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1)(g) and has not been found to have willfully violated any provision of RCW Chapters 49.46, 49.48, or 49.52 in a final determination by the Department of Labor and Industries or any court of limited or general jurisdiction.

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

NON-COLLUSIVE AFFIDAVIT

State of Washington) ss
County of King)

_____ who is a _____
of the firm of _____,

being first
duly sworn, on their oath, says that the bid herewith submitted is a genuine and
not a sham or collusive bid, or made in the interest or on behalf of any person not
therein named; and further states that the said bidder has or was not directly or
indirectly induced or solicited by any bidder on the above work or supplies to put
in a sham bid, or any person or corporation to refrain from bidding; and that said
bidder has not in any manner sought by collusion to secure themselves an
advantage over any other bidder or bidders, or to secure any advantage against
the Seattle Housing Authority or any person interested in the proposed contract;
and that all statements in said proposal or bid are true.

BIDDER
(if individual)

PARTNER
(if partnership)

OFFICER
(if corporation)

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Notary Public in and for the State of Washington,
residing at _____.

My commission expires _____, 20_____.