



## REQUEST FOR BIDS (by Email)

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

Date: <b>09/24/2025</b>	To: Potential Bidders for SHA Solicitation # <b>6082 Yesler Way Panel Restoration</b>		
The work described below is subject to the conditions described on Attachment A, version 1 <input type="checkbox"/> version 2 <input checked="" type="checkbox"/>			
SHA Reference No.:  6082	(Federal Prevailing Wages) Federal Wage Decision No.: HUD Determined Nonroutine Maintenance, Effective 01/01/2025-12/31/2026	OR	(State Prevailing Wages) Date of State Prevailing Wage Schedule:  N/A
Number of Calendar Days to Complete Work:  Ninety (90)	For Questions Contact:  Jawed Rahmani, Design & Construction Contracts Administrator	Phone No.: (206) 239-1570  E-mail: <a href="mailto:purchasing@seattlehousing.org">purchasing@seattlehousing.org</a>	
<b>Project Description</b> <ul style="list-style-type: none"><li>• Scope of Work: <input checked="" type="checkbox"/> See Scope of Work attached. or <input type="checkbox"/> See Scope of Work below.</li><li>• Asbestos Disclosure Options:<ul style="list-style-type: none"><li><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),</li><li><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</li><li><input checked="" type="checkbox"/> SHA is reasonably certain that asbestos will not be disturbed by this project.</li></ul></li></ul> <p>This project is estimated to be between \$56,000 and \$63,000.</p>			
<b>PRE-BID SITE VISIT: SHA will conduct two site visits on the following dates:</b>			
<b>SITE VISIT #1:</b> <u><b>Monday, October 06, 2025, at 02:00 PM - Walk through is expected to take approximately 30 minutes</b></u>			
<b>SITE VISIT #2:</b> <u><b>Wednesday, October 08, 2025, at 02:00 PM - Walk through is expected to take approximately 30 minutes</b></u>			
<b>Location/address:</b> 721 Yesler Way, Seattle WA 98104			
<b>Parking Instructions:</b> Contractors should plan to use street parking, as onsite parking is not available. Please note that street parking is limited and may be difficult to find depending on the time of day.			
All prospective bidders are strongly encouraged to attend any of the above two site visit. Non-attendance on the part of the Bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of the bid documents or any Addenda.			
<b>DEADLINE FOR QUESTIONS:</b> <u><b>Monday, October 13, 2025, no later than 4:00 PM.</b></u>			
Email your questions to: <a href="mailto:purchasing@seattlehousing.org">purchasing@seattlehousing.org</a>			
<b>BID DUE DATE AND TIME:</b> <u><b>Friday, October 24, 2025, no later than 11:00 AM.</b></u>			
<b>EMAIL YOUR BID TO:</b> <a href="mailto:purchasing@seattlehousing.org">purchasing@seattlehousing.org</a>			
This project does not require a bid bond as it's estimated to cost less than \$100,000.			
The bidder is responsible for ensuring that its Bid is received prior to the deadline. Bids received after the deadline will not be considered. This document ("Request for Bids") and ATTACHMENT E forms need to be Completed, Signed and Returned. Please refer to the Submission Checklist on next page for more details.			

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](http://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.

**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 Forms and provide the total bid price below.

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

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

**ATTACHMENT A: Version 2 – Terms and Conditions**

**ATTACHMENT B: Project Details**

1. Scope of Work (SOW)
2. Yes Farm Water Service (Co-Op) Water Service Site Plan
3. Seattle Department of Transportation (SDOT) DIRECTOR'S RULE 01-2017
4. COS STANDARD SPECIFICATIONS for ROAD, BRIDGE, and MUNICIPAL CONSTRUCTION
5. 2023 City of Seattle (COS) Standard Plans for Municipal Construction
6. Seattle Department of Transportation (SDOT) Traffic Control Manual
7. Site Pictures

**ATTACHMENT C: Prevailing Wage Rates**

1. HUD NonRoutine Maintenance Wage Rate Determination, Effective 01/01/2025-12/31/2026
2. HUD-4010 Federal Labor Standards Provisions 10-2023

**ATTACHMENT D: Sample Contract**

**ATTACHMENT E: Forms**

1. SHA Vendor Fact Sheet
2. Section 3 Business Concern Certification for Contracting, if applicable
  - Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses (for informational purposes)
3. Suspension and Debarment Compliance Certificate for Contractor/Subcontractor
4. Non-Collusive Affidavit
5. Certification of Compliance with Wage Payment Statutes (SSB5301)
6. RESERVED

**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**  
*Only if bidder wants to identify and certify as a Section 3 business.*
- \_\_\_\_\_ **Suspension and Debarment Compliance Certificate for Contractor/Subcontractor**
- \_\_\_\_\_ **Non-Collusive Affidavit**
- \_\_\_\_\_ **Certification of Compliance with Wage Payment Statutes (SSB5301)**

**ATTACHMENT A, Version 2**

**TERMS AND CONDITIONS**

## Solicitation #6082 – ATTACHMENT A



### Attachment A, Version 2

(\$50,000 to \$250,000)

### 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 bidder 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) [SAM.gov | Search](https://sam.gov) or the Department of Housing and Urban Development's "[Limited Denial of Participation](#)" list. This requirement also applies to the Bidder'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 for Construction:

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

As part of its compliance with the prevailing wage requirements, the Contractor and, if applicable, subcontractor(s) shall comply with the requirement to submit a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms approved by the State of Washington's Department of Labor and

## Solicitation #6082 – ATTACHMENT A

Industries. Upon written request from SHA, the Bidder shall also comply (and shall cause its subcontractors to comply) with any special, alternative, or supplemental filing instructions and requirements.

**Bid Bond:** SHA requires a bid guarantee for a sum of not less than five percent (5%) of the amount of the bid, except for small works roster construction projects estimated to cost \$100,000 or less. Therefore, if (1) the Bidder is on the small works roster, and (2) the Bidder's proposal is estimated to be \$100,000 or less, bid bond is not required.

**Insurance:** Within seven (7) calendar days of award, the Bidder 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 Bidder. A Certificate 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 Bidder's CGL insurance shall include SHA (and any limited partnership when applicable) 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 (and any limited partnership when applicable) shall remain in effect for not less than three (3) years following the Final Acceptance of the Work by the Owner.
4. Washington Stop Gap or Employers Liability: \$1,000,000 (or \$ ) each accident/occupational disease
5. Employers Liability policy or Washington Stop Gap Liability insurance endorsement: \$1,000,000 each accident/occupational disease.
6. Automobile Liability: \$1,000,000 per accident.

**Performance & Payment Bond Requirements:** Within seven (7) calendar days of award, the Bidder shall submit to SHA, in accordance with Section 2.05 of the General Conditions, a Performance and Payment bond. Failure to furnish a Performance and Payment bond within the time specified may render the Bidder ineligible for the contract. SHA may then either award the contract to the next lowest responsible bidder or solicit new bids. Alternatively, the Bidder may opt for SHA retains 10% of contract price in lieu of submitting the Performance and Payment Bond.

**Retainage Requirements:** SHA requires five percent (5%) of the contract amount to be withheld, or retainage bond in lieu of SHA withholding retainage, for small works roster construction projects costing \$50,000 or more.

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

**Protests:** Any protest of award shall be resolved in accordance with SHA's Procurement Procedures, which may be reviewed at [SHA website](#), under FORMS AND POLICIES on the DO BUSINESS WITH US page.

**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. In the event of any discrepancy between the terms of this Attachment A and the General Conditions, the General Conditions apply, except that the types and amounts of insurance specified above, and the terms about the Bid Bond, the Performance & Payment Bond and the withholding of retainage specified above, shall take precedence over the General Conditions. The General Conditions may be viewed by accessing [SHA website](#), under FORMS AND POLICIES on the DO BUSINESS WITH US page, or upon request by calling SHA at (206) 615-3379.

**Performance Evaluation:** The Bidder'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](#).

## **Solicitation #6082 – ATTACHMENT A**

**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 (Bidder is referred to as “Contractor” in the following paragraphs):

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.

**END OF ATTACHMENT A**

## SECTION 1 BID REQUIREMENTS AND CONDITIONS

### 1.01 Responsible Bidder

- A. The Seattle Housing Authority (hereinafter “Owner”) will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the Owner will consider such matters as the bidder’s:
1. Integrity;
  2. Compliance with public policy and bid requirements;
  3. Record of past performance; and
  4. Financial and technical resources (including construction and technical equipment).

Before a contract is awarded, the bidder may be asked to submit a statement or other documentation regarding the items above. A bidder’s failure to provide the requested information will render the bidder non responsible and ineligible for award of the contract.

- B. As provided in RCW 39.04 or 2 CFR 200, a bidder must meet the responsibility criteria listed under “A. MANDATORY RESPONSIBILITY EVALUATION CRITERIA” of ARTICLE 6. PROPODAL EVALUATION AND CRITERIA in Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP.
- C. As required by RCW 39.06.020, bidders must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors, in accordance with “C. SUBCONTRACTOR RESPONSIBILITY” of ARTICLE 6. PROPODAL EVALUATION AND CRITERIA in Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP.
- D. If Owner finds a bidder to be not responsible, Owner will provide, in writing, the reasons for the determination. The bidder may appeal the determination by following the process described in “B. PROTEST AND APPEAL PROCEDURES” of ARTICLE 6. PROPODAL EVALUATION AND CRITERIA in Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP. If the final determination affirms the finding that the bidder is not responsible, Owner will not execute a contract with any other bidder until two (2) business days after the final determination is sent by Owner to the bidder determined to be not responsible.



**1.02 EXAMINATION OF CONTRACT DOCUMENTS**

- A. The bidder shall verify that all documents, upon which the bidder is basing its bid, are full and complete with no missing pages, sheets, or unintentional blank spaces, and that the bidder has received all addenda issued prior to the bid opening date.
- B. Each bidder shall thoroughly examine the Bid Documents and strictly comply with all instructions and provisions contained therein. "Bid Documents" means this Request for Competitive Proposals; "Bid Documents" is used interchangeably with "Request for Competitive Proposals" (the RFCP). "Bid Form" means the "Proposal Cost Form" in Volume 1, Section 00320 REQUIRED FORMS of this RFCP.
- C. The submission of a bid shall constitute an acknowledgement upon which the Owner may rely that the bidder has thoroughly examined, and is familiar with, the Bid Documents and has reviewed and inspected all applicable federal, state and local statutes, ordinances, regulations, environmental assessments or impact statements relating to the work, and all permits that have been applied for or issued pertaining to the Work.

A bidder's failure, for any reason, to receive, examine, or understand any of the Bid Documents, statutes, ordinances, regulations, or permits shall not relieve the bidder from any obligations with respect to the bid or to the contract. Bidders bear full responsibility for any errors or misunderstandings in its estimating and preparing the bid.

**1.03 INSPECTION OF WORK SITE**

The construction site is available for bidders' inspection. Bidders who fail to inspect the work site do so at their risk and peril.

**1.04 EXPLANATIONS AND INTERPRETATIONS TO BIDDERS**

- A. Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request the explanation by the time period specified in ARTICLE 1 INSTRUCTION in Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP. Requests must be submitted in writing. The only oral clarifications that will be provided will be those related to bid solicitation procedures. No other oral explanation or interpretation will be provided or may be relied upon by bidders for any reason. Any information given a prospective bidder concerning this solicitation that is necessary for submitting bids, or that would

prejudice other prospective bidders is not disclosed, will be furnished promptly to all other prospective bidders as a written amendment to the solicitation.

- B. Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

#### 1.05 ADDENDA

- A. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- B. Addenda will be posted according to “I. PLANS, SPECIFICATIONS, ADDENDA, AND PLANHOLDER’S LIST”, and “J. PROPOSERS LIST and ADDENDA” of ARTICLE 1. INTRODUCTION in Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP.

Bidders shall acknowledge receipt of any addenda to this solicitation:

1. by signing and returning the addenda,
2. by identifying the addendum number and date on the Bid Form, or
3. by letter, telegram, or facsimile, if those methods are authorized in the solicitation.

The Owner must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder’s receipt of any addenda will result in rejection of the bid if the addenda contained information which substantively changed the Owner’s requirements.

#### 1.06 SOCIAL EQUITY

- A. **GENERAL:** The Owner’s social equity policies and goals for employment and contracting identify key objectives that Owner will promote and encourage in this RFCP. Provisions of these Bid Documents related to social equity policies and goals include, but are not limited to Sections 00200, 00320, 00700, 00800, and 00810. Bidders shall carefully review all provisions in the Bid Documents and take such provisions into account when preparing and submitting their bids, including the Community Participation Plan requirements.
- B. **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION:** It is the policy of the Owner that no one contracting with the Owner shall deny any person, on the basis of race, creed, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, Vietnam-era veteran status, disabled veteran status,

political affiliation, or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person the benefits of, or exclude any person from participation in, the award and performance of any work under contracts and agreements awarded by the Owner, and that everyone doing business with the Owner shall afford equal, non-discriminatory opportunities to potential subcontractors, subconsultants, and suppliers on contracts and agreements awarded by the Owner.

It is the policy of the Owner that practices of employment discrimination against any person on the basis of race, creed, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, Vietnam-era veteran status, disabled veteran status, political affiliation, or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person are prohibited. The Owner encourages bids from firms that demonstrate a commitment to equal employment opportunity and bids from firms that employ a workforce that reflects the region's diversity.

- C. EMPLOYMENT AND TRAINING; PARTICIPATION BY SMALL BUSINESSES, SECTION 3 BUSINESSES, AND WOMEN AND MINORITY BUSINESSES: the Owner is committed to maximizing employment and training opportunities. This commitment includes a commitment to ensuring both formal and on-the-job training and work experiences for women and minorities and Section 3 eligible persons in accordance with the COMMUNITY PARTICIPATION PLAN in Volume 1. Section 00320 REQUIRED FORMS of this RFCP.

The Owner promotes and encourages small business participation, which also includes Section 3 and women- and minority- owned businesses (WMBEs). The Owner encourages bids that involve such participation as prime contractors, joint venture partners, or subcontractors, including, lower-tier subcontractors. Such participation, however, is not required to respond to this solicitation. The Section 3 contract clause contained in Section 00700, Part 11, will be included as part of the contract to be executed based on this RFCP.

Each bidder shall affirm its intent to utilize good faith efforts to comply with the apprenticeship goal, WMBE Inclusion Plan, Section 3 Labor Hour goal and other requirements set out in Section 00700 and the COMMUNITY PARTICIPATION PLAN in Volume 1. Section 00320 REQUIRED FORMS of this RFCP, through the submission of the applicable Community Participation Plan form. Bidder's Community Participation Plan will be evaluated by the Owner as part of its Bidder Responsibility Review.

### 1.07 CONTRACT COMPLIANCE REQUIREMENTS

- A. MONTHLY/QUARTERLY COMMUNITY PARTICIPATION PLAN REPORTING: as described in Sections 00320, 00700 or 00800, the Contractor shall report on a monthly or quarterly basis, as the Owner may requires, its progress in achieving its goals as identified in its Community Participation Plan or other related documents, if applicable, concerning the social equity requirements established for the Project.
- B. MONTHLY/QUARTERLY COMMUNITY PARTICIPATION PLAN MEETINGS: as described in Sections 00320, 00700 or 00800, the Contractor and select subcontractor(s) may be required to attend monthly or quarterly meetings at the Owner's request to discuss implementation of the Community Participation Plan. Some of these meetings will be held after business hours, such as the Owner's Section 3 Advisory Committee meeting which is attended by members of the community and business representatives. Other meetings may be required as a result of other related requirements, if applicable.

### 1.08 PREVAILING WAGES

- A. The Work is subject to prevailing wage requirements as specified in applicable parts of Section 00700, Article 3. WAGES, CERTIFICED PAYROLL AND PAYMENTS in Section 00300 REQUEST FOR COMPETITIVE PROPOSALS, and Section 00800 (if applicable). Copies of the applicable Wage Decision established for the Project are included in Section 00830.
- B. Bidders shall examine and be familiar with the above requirements as well as any social equity requirements under this RFCP. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of any such requirements by a bidder.

## **SECTION 2**

## **BID PREPARATION AND SUBMISSION**

### 2.01 FORM OF BID

- A. Bids shall be made on the Bid Form provided in Section 00320, which shall be completed in its entirety and prices entered for each Bid item and a total in the extended price column.

- B. Bids that contain omissions, erasures or irregularities of any kind may be deemed nonresponsive and rejected. Any qualification, addition, limitation or provision attached to or contained in a bid may render the bid non-responsive. The bid shall be signed and the bidder's name typed or printed on the bid sheet or each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid.

No verbal, facsimile, email, telegraphic, or telephonic bids or modifications will be considered.

- C. The bid shall be signed by a person authorized to legally bind the bidder. If the bid is signed by an agent of the bidder, the bid shall be accompanied by evidence of the agent's authority to bind the bidder.

If the bid is made by a partnership or joint venture, it shall contain the names of each partner, the mailing address of the partnership or joint venture, and shall be signed in the firm name, followed by the signature of the person signing, indicating that person's position in the partnership or joint venture. If the bid is made by a partnership or joint venture, a certified copy of the resolution or agreement empowering such representative to execute the bid and bind the firm, partnership or joint venture shall be furnished upon request to Owner.

- D. A bidder, upon request of, shall provide copies of Articles of Incorporation, partnership or joint venture agreements, and any other documents evidencing the legal status of the bidder and the authority of the officer signing the bid and executing the Contract.
- E. If the Bid Documents require bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders shall insert the words "No Bid" in the space provided for any items on which no prices are submitted.

## 2.02 SUBMISSION AND RECEIPT OF BIDS

- A. Bidders shall deliver bids no later than the date and time specified in the "G. PROPOSAL SUBMISSION DEADLINE" of ARTICLE 1. INTRODUCTION in Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP, and in accordance with ARTICLE 5. SUBMISSION REQUIREMENTS in Section 00300.

The time stamp clock located at the Reception Desk on the first floor of the Reception office at 101 Elliott Avenue W, Suite 100, Seattle, WA 98119 is Owner's official bid clock for this RFCP. Timeliness of bid submittals will be determined using only this clock.

- B. Owner will not be liable for delays in delivery of bids to due to handling by the U.S. Postal Service, or any other type of delivery service.
- C. Owner reserves the right to postpone the date and time for submittal of bids at any time prior to the bid opening or to delay or reschedule the bid opening for its own convenience.

Owner reserves the right to cancel, revise, or amend this RFCP and associated Bid Documents up to the time specified for receipt of bids in the Bid Documents.

### 2.03 TOTAL BID PRICE

The total bid price, as shown on the Bid Form shall include all costs (except for MACC) for the performance and completion of the Work and fulfillment of the Contract, including but not limited to, applicable taxes imposed by law, furnishing all labor, materials, equipment, tools, transportation, plant and other facilities, and all management, superintendence, services, field design, and all operations necessary to perform and complete the Work within the Contract Time.

### 2.04 TAXES

- A. RETAIL SALES TAX: unless otherwise specified on the Bid Form, the Contractor's bid price (1) shall not include Washington State retail sales tax or the compensatory use tax for labor or services in the performance of the Contract; and (2) should include the retail sales tax or the compensatory use tax on material only. See PROPOSAL COST FORM in Volume 1, Section 00320 REQUIRED FORMS of this RFCP for more information.
- B. FEDERAL EXCISE TAX: the price quoted by the Contractor shall include all applicable Federal Excise Taxes. The amount of the excise tax will be deducted from the contract price by the Owner when tax refunds are permitted and authorized under applicable law. The Contractor shall show the amount of Excise Tax in its bid.

### 2.05 BID GUARANTY

All bids must be accompanied by a negotiable bid guarantee which shall not be less than that specific under "M. BID GUARANTY" in ARTICLE 1. INTRODUCTION of Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP.

The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government

and authorized to do business in the state where the work is to be performed. Certified checks and bank drafts must be made payable to the order of the Owner. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

## 2.06 BIDDER/SUBCONTRACTOR LIST

In compliance with RCW 39.30.060, for any public works contract estimated to cost one million dollars or more, each bidder shall complete and submit the Bidder/Subcontractor List. Failure to submit the Bidder/Subcontractor List as part of the bid shall render the bidder's bid nonresponsive and, therefore, void. No changes shall be made to any Bidder/Subcontractor List following bid submittal. See the Bidder/Subcontractor List in the Volume 1 Section 00320 REQUIRED FORMS of this RFCP for more information.

## 2.07 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF BIDS

- A. Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
  - 1. Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
  - 2. Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Owner that the late receipt was due solely to mishandling by the Owner after receipt at the Owner; or
  - 3. Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.
- B. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph A of this provision. The modification may not disclose the original or revised bid amount, but only the amount of the modification. The Owner shall not be responsible for technical problems involved in the transmission and receipt of the modification or withdrawal.
- C. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the

original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the Bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

- D. The only acceptable evidence to establish the time of receipt at the Owner is the time/date stamp of Owner on the proposal wrapper or other documentary evidence of receipt maintained by the Owner.
- E. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph C of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.
- F. Notwithstanding paragraph A of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Owner will be considered at any time it is received and may be accepted.
- G. Bids may be withdrawn by written notice, or if authorized by this solicitation, by e-mail received at any time before the submission deadline specified in in Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## **SECTION 3      BID EVALUATION**

### **3.01   CLAIM OF ERROR**

- A. In the event a bidder wishes to claim a material error in its bid, the bidder must submit the claim of error in writing to the Contract Administrator named in the Owner's Bid Form, no later than twenty-four (24) hours after the bid submittal time or the claim will not be considered.



- B. The request must be a sworn affidavit under penalty of perjury that (i) states that the bid contains an error, (ii) describes the manner in which the error occurred, (iii) provides the amount of the intended price, (iv) has the original worksheets used in the preparation of the bid attached that demonstrates the error, (v) states that the bidder is requesting withdrawal of its bid and (vi) certifies that the worksheets are the originals used in the preparation of the bid. The Owner reserves the right to require the submittal of other bid records or information, as Owner may deem necessary to evaluate the claim of error.
- C. Any review by Owner of a bid or claim of error (including supporting evidence) creates no duty or liability on to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the bidder.
- D. In the event the bidder demonstrates a material error in the Bid to Owner's satisfaction, Owner may allow that bidder to withdraw its bid, without prejudice.
- E. A low bidder who claims error on a public works projects and fails to enter into a contract is prohibited from bidding on the same project if the project is re-bid.

### 3.02 VALIDITY OF BIDS

- A. Unless otherwise specified in the Bid Form, all bids submitted in accordance with the Bid Documents shall be valid and binding on the bidder for a period of sixty (60) days following the bid submittal date.
- B. If the Contract has not been awarded within the specified time period, the bids will expire and will no longer be valid unless the bidder grants a written extension to Owner.
- C. Owner reserves the right to request extensions of the award period from the bidder. Upon such extension, bids and Bid Guaranties shall remain valid and enforceable until execution of the Contract.

### 3.03. BID TABULATION

- A. Owner reserves the right to correct mathematical errors that are obvious on the face of the bid.
- B. After bid opening, bids will be checked for correctness of bid item price extensions and the total bid price. A discrepancy between a bid item unit price and the extended amount of any bid item shall be resolved by accepting the bid item unit price as correct.

- C. The low bid shall be determined by the summation of bid item prices or bid item price extensions, corrected where necessary, plus any Additives, Alternates, and/or Deductives that the Owner decides to include in the Contract Award. Additives, Alternates, and/or Deductives may be selected in any order that the Owner chooses.
- D. The summation of extensions, corrected where necessary and including sales tax, if applicable, will be used for evaluation and award purposes.

### 3.04. BID REVIEW

- A. The Owner will evaluate bids in response to this solicitation and will award a contract to a responsible and responsive bidder according to “F. Proposal Evaluation” in Article 6 PROPOSAL EVALUATION AND CRITERIA of Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP.
- B. Owner’s evaluation will include evaluation of the bidder’s good faith efforts as outlined in its Community Participation Plan and an evaluation of the bidder’s compliance with the mandatory responsibility criteria as well as any Supplemental Bidder responsibility criteria (when applicable). The documentation must demonstrate that the bidder is qualified to perform the work based on the firm’s successful completion of past work and the firm’s compliance with legal and contractual requirements. The Owner reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.
- C. The Owner reserves the right to arrange the Bid Form with Alternate, Additive, and/or Deductive items, if such be to the advantage of the Owner. The bidder shall bid on all Alternates, Additives and Deductives in the Bid Form.
- D. In the case of tie low bids, award shall be made in accordance with the Owner’s written policy and procedures.
- E. Unless precluded elsewhere in the solicitation, the Owner may accept any item or combination of items bid.
- F. Reciprocal Preference for Resident Contractors:

A nonresident Contractor is a Contractor who does not have a physical office located in Washington at the time of bidding and is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts per RCW 39.04.380. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation the state where the contractor’s business entity was formed. For a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a

*Template Last Revised: Feb 24, 2025*

Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the percent advantage provided by the nonresident contractor's home state. For the purpose of determining the successful bidder, Owner will multiply the nonresident contractor bid amount by the CPD. The "bid amount" shall be the total of the base bid and all accepted alternate bid items. The CPD shall be added to the nonresident contractor bid amount to establish the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington state contractor bid amounts.

See example below:

**EXAMPLE:**

Alaska Nonresident Contractor Bid Amount	\$100,000
Multiplied by the Alaska CPD	x 0.05
<hr/>	
<b>Alaska CPD Total</b>	<b>\$ 5,000</b>
Alaska Nonresident Contractor Bid Amount	\$100,000
Alaska CPD Total	+5,000
<hr/>	
<b>Nonresident Disadvantage Total</b>	<b>\$105,000</b>

If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska nonresident contractor is the low bidder and will be awarded a contract for the bid amount of \$100,000, provided that they are determined to be a responsive and responsible bidder.

If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the Washington bidder will be awarded a contract for the bid amount, provided that they are determined to be a responsive and responsible bidder.

**3.05 BID EVALUATION CONFERENCE**

- A. At Owner's request, a bidder shall attend a bid evaluation conference. Upon the Owner's request, the bidder shall bring to the conference any supporting bid related documents required by Owner for review. Owner reserves the right to conduct concurrent evaluations of multiple bids, including holding bid evaluation conferences with multiple bidders.
- B. By conducting a bid evaluation conference, Owner does not waive its right to make determinations regarding responsiveness of bids and responsibility of the apparent low bidder(s) or to reject any or all bids.

### 3.06 REJECTION OF BIDS

- A. Owner may reject any bid, or all bids for any reason, including, but not limited to the following:
1. Any omission, erasure, or irregularity of the Bid Form;
  2. Any qualification, addition, limitation, or provision attached to or contained in the bid;
  3. Any bid that omits a price on any item on the Bid Form;
  4. Any of the bid item prices are excessively unbalanced, either above or below the amount of a reasonable bid, to the potential detriment of Owner. (A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work);
  5. Any bid accompanied by insufficient or irregular Bid Guaranty; or
  6. Any bid determined to be non-responsive by Owner.
- B. Owner reserves the right to waive informalities and irregularities related to the bidding process.

### 3.07 DISQUALIFICATION OF BIDDERS

- A bidder may be deemed not responsible and be disqualified from Award if:
1. The bidder does not meet the bidder responsibility criteria in RCW 39.04.350(1);
  2. The bidder appears on the Excluded Parties List System (EPLS) on GSA's SAM (System for Award Management);
  3. The bidder does not meet the Supplemental Bidder Responsibility Criteria (when applicable), did not provide the completed and signed form or required documentation to evaluate the bidder qualifications, or fails to disclose or submits false or misleading information on the form or in the attached documentation;
  4. More than one bid is submitted for the same project from a bidder under the same or different names;
  5. Evidence of collusion exists with any other bidder or potential bidder;
  6. An unsatisfactory performance record exists as shown by past or current Work for Owner, or for others, as judged from the standpoint of conduct of the Work, environmental or safety compliance records, workmanship, progress, or equal employment opportunity practices;
  7. The bidder failed to settle bills for labor or Materials on past or current contracts;
  8. The bidder has failed to complete a public Contract or has had a public Contract terminated for cause;
  9. The bidder has been convicted of a crime arising from a previous public Contract;
  10. The bidder is unable, financially or otherwise, to perform the Work;

11. The bidder failed to meet the Social Equity Requirements;
12. If applicable, the bidder failed to attend a mandatory pre-bid conference or site visit; or
13. For any other reason deemed proper by the Owner.

### 3.08 PROPOSED SUBCONTRACTORS

Owner reserves the right to require a bidder, after bid opening, to submit a statement of experience with references for any proposed subcontractor(s). Owner may reject any subcontractor that is determined not to be responsible and require the bidder substitute that firm for a qualified firm.

### 3.09 COLLUSION

- A. By submitting a bid, the bidder represents and warrants that such bid is genuine and not collusive or a sham or made in the interest or on behalf of any person or bidder, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.
- B. If at any time it is discovered that a bidder or Contractor colluded with any other party or parties in presenting a bid or bid(s), then the bid or Contract, if awarded, shall be null and void, and the bidder or Contractor and its sureties shall be liable to Owner for all loss or damage which Owner may suffer thereby. Owner may advertise for a new Contract for the labor, supplies, materials or equipment called for in this Contract, and the rejected bidder or terminated Contractor shall be fully responsible for all costs to Owner of rebid, including any increase in the Contract Sum, and all costs, expenses, or other damages arising out of the rejection of the bid or termination of the Contract. A rejected bidder or terminated Contractor is prohibited from submitting a bid.

### 3.10 PUBLIC DISCLOSURE

- A. Pursuant to RCW 42.56, et seq., Bids submitted under this RFCP shall be considered public records and with limited exceptions will be available for inspection and copying by the public.
- B. Bidders shall specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof which they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The bidder shall provide the legal basis for the exemption to upon request.

- C. If a bid does not clearly identify the "CONFIDENTIAL" portions, Owner will not notify the bidder that its bid will be made available for inspection. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL", Owner will determine whether the material should be made available under the law.
- D. If Owner determines that the material is not exempt and may be disclosed, Owner will notify the bidder of the request and allow the bidder ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the bidder fails or neglects to take such action within said period, Owner may release the portions of the bid deemed subject to disclosure.
- E. To the extent that Owner withholds from disclosure all or any portion of bidder's documents at bidder's request, bidder shall agree to fully indemnify, defend and hold harmless from all damages, penalties, attorneys' fees and costs incurs related to withholding information from public disclosure.
- F. By submitting a bid, the bidder consents to the procedure outlined here in 3.10 and shall have no claim against by reason of actions taken under this procedure.

### **3.11 PROTEST AND APPEAL PROCEDURES**

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation. All protests shall be resolved in accordance with B. PROTEST AND APPEAL PROCEDURES of ARTICLE 6. PROPODAL EVALUATION AND CRITERIA in Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP.

## **SECTION 4      AWARD AND CONTRACT EXECUTION**

### **4.01 NOTICE OF AWARD**

A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

### **4.02 EXECUTION OF THE CONTRACT**

Contracting process shall be carried out according to steps (including but not limited to, timely submission of evidence of insurance, Letter of ESD to confirm the bidder's good

standing) specified under ARTICLE 3 AWARD AND MACC NEGOTIATION in Volume 1 Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP.

Applicable time limit may be extended by mutual agreement between the Owner and the successful bidder.

#### 4.03 FAILURE TO EXECUTE THE CONTRACT

- A. The bidder's bid guaranty will be forfeited if the successful bidder fails to:
  - 1. Execute the Agreement Form within the required time frame,
  - 2. Furnish satisfactory bond(s) and insurance within the required time frame; or,
  - 3. Refuses to enter into a Contract with the Owner.
- B. The Owner may then either award the contract to the next lowest responsible bidder or solicit new bids.

#### 4.04 PAYMENT AND PERFORMANCE BONDS

- A. Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion. This assurance will be in the form of a performance and payment bond meeting the requirements specified under "F. Performance and Payment Bonds in ARTICLE 11 OTHER ADMINISTRATIVE AND CONTRACT REQUIREMENTS" in Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP.
- B. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <https://www.fiscal.treasury.gov/surety-bonds/circular-570.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.
- C. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the Contract.

- D. Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall render the bidder ineligible for award. The Owner may then either award the contract to the next lowest responsible bidder or solicit new bids. The Owner may retain the ineligible bidder's bid guarantee.

#### **4.05 PRECONSTRUCTION CONFERENCE**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the Owner and its architect/engineer, and other interested parties convened by the Owner. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., prevailing wage and social equity provisions of the Contract). The Owner will provide the successful bidder with the date, time, and place of the conference.

#### **4.06 LABOR COMPLIANCE MANAGEMENT TRAINING**

See "ELECTRONIC CERTIFIED PAYROLL SUBMISSION AND SOCIAL EQUITY REPORTING" in ARTICLE 3. AWARD AND MACC NEGOTIATION of Volume 1. Section 00300 REQUEST FOR COMPETITIVE PROPOSALS of this RFCP.

#### **4.07 NOTICE TO PROCEED**

After Owner executes the Contract, Owner will issue a written Notice to Proceed (NTP) stating the effective date on which the successful bidder shall commence the Work.

**END OF SECTION 00200**



**ATTACHMENT B.1**

**SCOPE OF WORK (SOW)**

## **ATTACHMENT B.1 Scope of Work (SOW)**

**Project Name:** Yesler Way Panel Restoration

**Solicitation#** 6082

### **SCOPE OF WORK**

Restoration of road panels, sidewalk, curb ramp, and any SDOT required striping on Yesler Way at approximately 721 Yesler Way. (see attached Drawing "Attachment B.2 Yes Farm Water Service (Co-Op) Water Service Site Plan"). Quantities should be estimated off the drawings and field measurements. We prefer the proposers to do their own estimates based on the extent shown on the drawings.

All work needed to: remove the damaged concrete road panel, sidewalk, bike path, and curb ramp and replace in accordance with Seattle Department of Transportation requirements.

This work includes, but is not limited to:

- Orchestrating any required COS Inspections.
- All ROW work must be coordinated with SDOT HUB.
- Provide and coordinate all SDOT required traffic, bike, and pedestrian control requirements, including design and permitting of traffic control plan, required signage and barriers, labor, flaggers, UPO's.
- Saw cutting and demolition and disposal of waste materials.
- Repair or placement of any required subbase to a dense and unyielding condition.
- Coordination of any required testing of materials.
- Placement of reinforcement or other materials required by SDOT.
- Placement of concrete road panels, sidewalk, bike path, and curb ramp.
- Protection of work in place.
- Any required saw cuts or expansion joints.
- Any paint or stripping required by SDOT.
- Any safety requirements required by SDOT
- Prevention of environmental pollution and preservation of natural resources per local regulations and Yesler PAO.
- The street right-of-way, material storage sites, construction staging areas, and all other areas affected by the work must be left neat and presentable and must be fully restored as necessary according to this Rule, and as required by Standard Specifications, Sections 1-04.11 and 1-07.13.

## ATTACHMENT B.1 Scope of Work (SOW)

The work must comply with

- **The latest Edition of the Seattle Department of Transportation DIRECTOR'S RULE – All Sections "Attachment B.3"**

With special emphasis on:

### 3. GENERAL PROVISIONS

### 4. PROJECT COORDINATION

4.2 HUB Coordination: All work within a defined construction HUB coordination area must be approved by the HUB coordinator before the start of work. The most current HUB construction map is located at this link: [www.seattle.gov/transportation/hub.htm](http://www.seattle.gov/transportation/hub.htm)

### 5. INSPECTION AND QUALITY CONTROL – All Sections

#### 5.3 Testing: \*\*\*

SDOT may require materials testing as deemed necessary to ensure that street restoration is performed according to City of Seattle Standard Specifications and Plans. Testing must be conducted by a testing organization acceptable to the SDOT Director and shall be conducted at the expense of the permittee or contractor.

**\*\*\* Material test will be conducted by Owner using a 3<sup>rd</sup> party inspection company and Contractor shall schedule and coordinate all samplings.**

#### 5.4 Approval of Materials:

All materials used must comply with the Standard Specifications.

### 7. SITE PREPARATION, EXCAVATION, AND BACKFILL – All Sections

#### 7.1. Protection of Existing Infrastructure:

Care must be taken to not damage any infrastructure that is proposed to remain. If any damage occurs, the restoration limits must be expanded to include that damage.

### 8. TEMPORARY AND INTERIM PAVEMENT RESTORATIONS – All Sections

8.5 Protection of openings: When an opening on the right-of-way cannot be restored by the end of the workday; a combination of traffic control devices, street saddles, or steel plates must be used to protect the opening.

8.6 Maintenance and removal of protection and traffic control devices: All appropriate devices required to protect openings in the public right-of-way shall be maintained by the contractor until the temporary or permanent restoration is completed.

## **ATTACHMENT B.1 Scope of Work (SOW)**

### **9. RESTORATION LIMITS AND PERMANENT RESTORATION REQUIREMENTS – All Sections**

9.1 General: The following requirements apply to all pavement restoration.

9.1.1 Sawcutting – All Sections

9.2 Rigid Pavement Restoration – All Sections

9.7 Other Right-of-Way Elements

- **The latest Edition of the COS STANDARD SPECIFICATIONS for ROAD, BRIDGE, and MUNICIPAL CONSTRUCTION– All Sections “Attachment B.4”**

With special emphasis on:

### **5. SURFACE TREATMENTS AND PAVEMENTS – All Sections**

- **The latest Edition of the City of Seattle Standard Plans for Municipal Construction – All Sections “Attachment B.5”**
- **All work must comply with SDOT traffic control Manual – All Sections “Attachment B.6”**

SHA will extend the existing Street Use permit for this work SUUTIL0014661-EXT002 - 721 YESLER WAY once a schedule is determined. Contractor required to submit and renew the TCP used by SPU for the water service installation provided with this request.

### **Assumptions:**

SDOT will not permit a full two lane, two-way shutdown of traffic on Yesler way.

SDOT will not permit a full shutdown of the bike lanes or sidewalks at both the north and south sides of the street in this location.

Work will be required by SDOT to be completed off hours after 5:00pm.

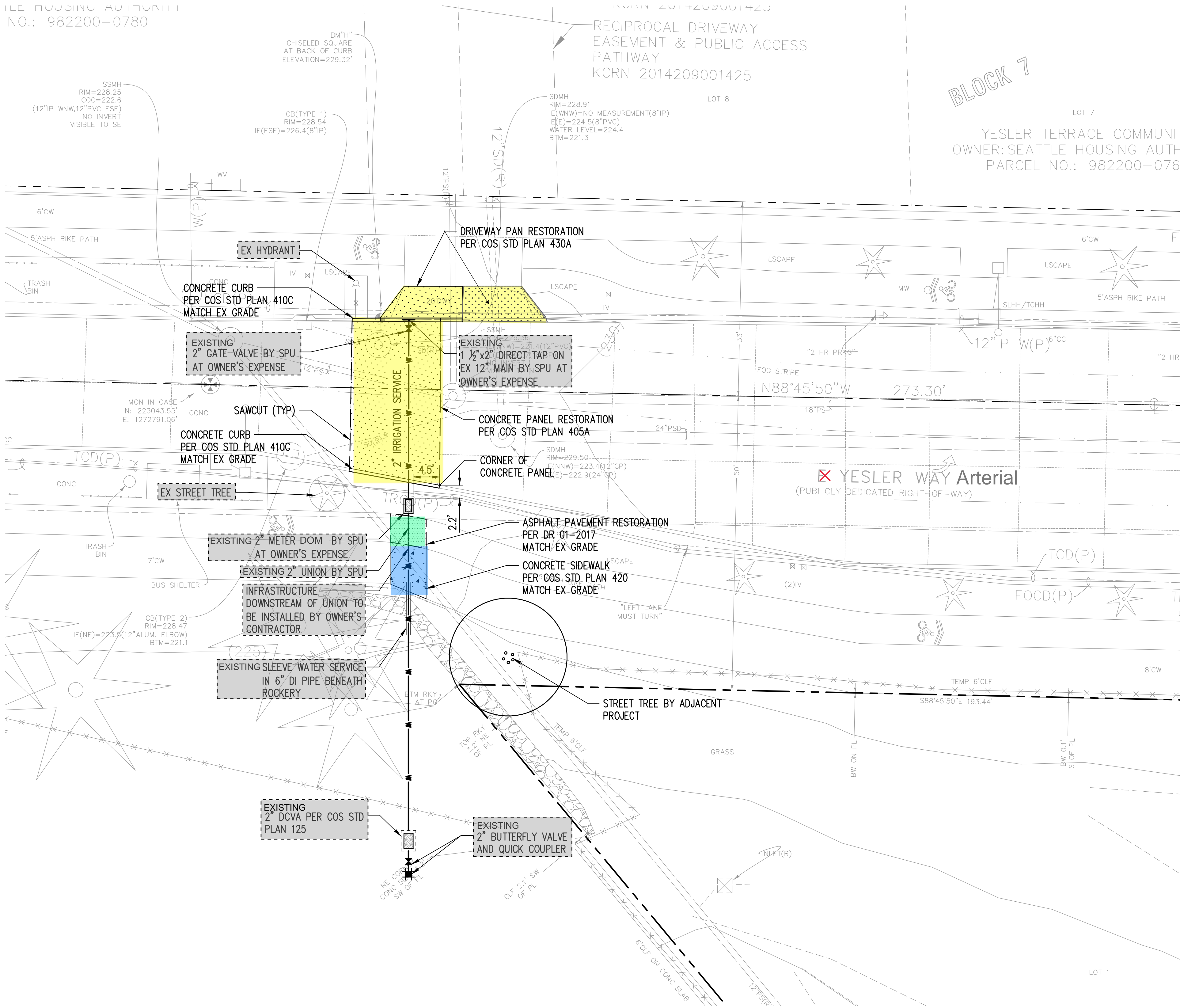
**END OF ATTACHMENT B.1 Scope of Work (SOW)**

**ATTACHMENT B.2**

**YES FARM WATER SERVICE (CO-OP)**

**WATER SERVICE SITE PLAN**

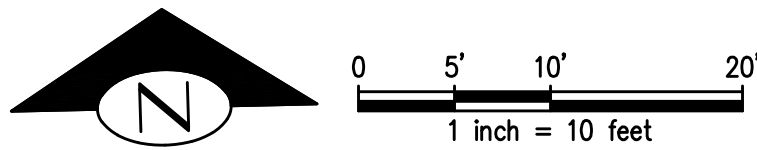
FILE NO.: 982200-0780



- NOTES
- ALL WORK SHALL COMPLY WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS UNLESS NOTED OTHERWISE
  - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY MINOR UTILITY AND STREET USE PERMITS PRIOR TO CONSTRUCTION.

- LEGEND
- PROPERTY LINE
  - STREET CENTERLINE
  - SAWCUT
  - IRRIGATION SERVICE EXISTING
  - SIDEWALK (COS STD PLAN 420)
  - ASPHALT PAVEMENT RESTORATION (COS STD PLAN 404B)
  - CONCRETE PANEL RESTORATION (COS STD PLAN 405A)
  - WATER METER VAULT, DCVA EXISTING

- ABBREVIATIONS
- |      |                             |
|------|-----------------------------|
| COS  | CITY OF SEATTLE             |
| DCVA | DOUBLE CHECK VALVE ASSEMBLY |
| DI   | DUCTILE IRON                |
| DR   | DIRECTOR'S RULE             |
| E    | EAST                        |
| EX   | EXISTING                    |
| LF   | LINEAR FOOT                 |
| N    | NORTH                       |
| POC  | POINT OF CONNECTION         |
| SIP  | STREET IMPROVEMENT PERMIT   |
| SPU  | SEATTLE PUBLIC UTILITIES    |
| STD  | STANDARD                    |
| TYP  | TYPICAL                     |



YES FARM

DPD PROJECT NUMBER: N/A

YES FARM WATER SERVICE (CO-OP FARM)  
WATER SERVICE SITE PLAN  
721 YESLER WAY

SDOT PROJECT NO.  
VAULT PLAN NO.  
VAULT SERIAL NO.  
SHEET 1 OF 1

WATER SERVICE APPLICATION

**kpff**  
1601 5th Avenue, Suite 1600  
Seattle, WA 98101  
206.622.5822  
www.kpff.com

**811** Call 811  
two business days  
before you dig

REVIEWED BY SPU/WATER ENGINEERING  
20.....  
REVIEWED BY SPU/DRAINAGE  
20.....  
APPROVED BY SDOT STREET IMPROVEMENT PERMITTING  
20.....

NAME OR INITIALS AND DATE  
DESIGNED . EAP . . . . . 2023-01-12  
CHECKED . BCR . . . . . 2023-01-12  
DRAWN . . . . .  
CHECKED . . . . .  
DESIGN REVIEW . . . . .  
INITIALS AND DATE  
REVIEWED: . . . . .  
PROJECT MANAGER . . . . .  
REVISED AS-BUILT . . . . .

**City of Seattle**  
**Seattle Department**  
**of Transportation**

SCALE: H. V. INSPECTOR'S BOOK

01/12/2023

**ATTACHMENT B.3**

**SEATTLE DEPARTMENT OF TRANSPORTATION (SDOT)**

**DIRECTOR'S RULE 01-2017**



Seattle Department of Transportation

# DIRECTOR'S RULE 01-2017



**Seattle**  
Department of  
Transportation





<p><b>Subject:</b> Right-of-Way Opening and Restoration Rules</p>	<p><b>Page 1 of 46</b>  <b>Supersedes:</b> Director's Rule 5-2009, Pavement Opening and Restoration Rules, published September 29, 2009  <b>Publication:</b> December 15, 2016  <b>Effective:</b> January 1, 2017</p>
<p><b>Type of Rule:</b> Code Interpretation</p>	<p><b>Ordinance Authority:</b> SMC 3.12.020</p>
<p><b>Code and Section Reference:</b> Seattle Municipal Code chapters 15.26, 15.32, 21.16</p>	<p><b>Approved:</b></p> <hr/> <p>Director, Seattle Department of Transportation</p>

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- 1.5 REFERENCES

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## **APPENDIX A. PAVEMENT MORATORIUM WAIVER REQUEST**

# 1. PURPOSE, AUTHORITY, AND REFERENCES

Pursuant to the Seattle Municipal Code (SMC) Titles 3 and 15, and except as permitted otherwise by other SMC titles, the Seattle Transportation (SDOT) Director (“SDOT Director”) adopts the following Rule that provides for uniform opening and restoration of public right-of-way, to ensure the integrity of the pavement infrastructure and other surface right-of-way features.

- 1.1 Purpose:** This Rule, known as the Right-of-Way Opening and Restoration Rule (ROWORR), describes the requirements that permittees, contractors, and City crews must meet when making or restoring openings within the right-of-way.
- 1.2 Administration, Interpretation, and Enforcement:** SDOT Street Use Division (“Street Use”) administers, interprets and enforces the ROWORR under the authority of the SDOT Director.
- 1.3 Permit for Street Opening:** As required by the Seattle Municipal Code, a permit must be obtained before any use or opening of the right-of-way. In order to obtain a permit, Street Use requires, at a minimum, a complete set of application materials. The permit application materials must be approved before a permit is issued and work can begin. Contact Street Use for the specific requirements based on type and extent of work.
- 1.4 Appeals:** Restoration requirements for all permits must be provided to the permittee in writing. A permittee may appeal an SDOT decision applying the ROWORR within ten business days of receiving notice of the decision that is to be reviewed. SDOT will issue the decision in writing to the person making the request within five business days of receiving the request.

The permittee must submit the written notice of appeal to the SDOT Operations Manager for Street Use. The notice of appeal must identify the SDOT decision being appealed, and include any documentation in support of the appeal that the permittee wishes to submit.

If the appeal entails a dispute about the extent to which the permittee is required to repair the street, based upon pre-existing street conditions or other factors, the permittee must provide documentation regarding the pre-existing condition or factors. Visual documentation must be provided, by video or photographs.

If the permittee submits additional documentation after it submits the notice of appeal, SDOT will issue its decision within five business days after the additional documentation is received. The decision may be transmitted by electronic mail (e-mail), and must be mailed to the permittee.

This appeal procedure is in addition to any other appeal procedures that may be available, including those in SMC Sections 15.04.112 and SMC 15.44.140, The City of Seattle Standard Plans and Specifications for Road, Bridge, and Municipal Construction, and the City of Seattle Right-of-Way Improvement Manual (ROWIM). A permittee need not pursue multiple appeals, and must have exhausted its administrative remedies if it brings an appeal pursuant to this Rule or pursuant to any other applicable appeal procedures in the City's Code or SDOT administrative rules.

**1.5 References:** This Rule incorporates by reference as if fully stated in this Rule the following documents, in the edition or version current on the effective date of this Rule, and as hereafter amended:

- 1.5.1 Seattle Municipal Code (SMC) Chapters 15.26, 15.32, and 21.16.
- 1.5.2 City of Seattle Standard Plans and Standard Specifications for Road, Bridge, and Municipal Construction, referred to herein as the "Standard Plans" and "Standard Specifications."
- 1.5.3 The City of Seattle Traffic Control Manual for In-Street Work. References and interprets the City of Seattle Traffic Code (SMC Chapter 11)
- 1.5.4 The City of Seattle Right-of-Way Improvements Manual (ROWIM). Authorized by SMC 3.06.040 and 3.12.020.
- 1.5.5 Seattle Department of Construction and Inspections and Seattle Public Utilities joint Director's Rule 16-2009/2009-004. References and interprets the City's Stormwater Code (SMC 22.800) for technical requirements during construction.

The order of precedence for the various references is as presented above. Future editions of these references may have some different requirements from the editions that were current when this Rule was updated. When such a difference is discovered, the latest requirement in the updated reference takes precedence over the corresponding requirement in this Rule. The prevailing standards at the time of permit application or in the case of Capital Projects, bid advertisement date, must be in effect. However, any project that doesn't not obtain an issued permit or notice to proceed within 6 months of the effective date of the prevailing standards will be subject to the current version.

## 2. DEFINITIONS

The following terms, phrases and words shall have the meaning given below.

**Alley:** A roadway not designed for general travel and primarily used as a means of access to the rear of residences and business establishments.

**Areaway:** A space below the level of the surface of the street or sidewalk covered or uncovered, affording room, access, or light to a building.

**Arterial:** Every street, or portion thereof, designated as such in Exhibit 11.18.010 of the Traffic Code.

**Asphalt Concrete (AC):** A controlled mixture of asphalt binder and aggregate.

**Backfill:** Material used to fill an excavation, or to support a foundation or roadbed, or both.

**Base Course:** The rigid or flexible layer of aggregate, oil-treated aggregate, Portland cement concrete, treated soil or soil-aggregate that rests upon the subbase or, if no subbase, upon the subgrade.

**Bioretention:** A shallow earthen depression or vertical walled open or closed bottom boxes or containers with a designed soil mix and plants adapted to the local climate and soil moisture conditions. Treated water is infiltrated into the underlying soil, or in soils with lower infiltration rates, collected by an underdrain and discharged to the drainage system.

**Bituminous Surface Treatment (BST):** Treating existing crushed rock, screened gravel, or bituminous roadway surfaces with liquid asphalt and covering with a mineral aggregate thoroughly cemented to the roadway to obtain a wearing course with good riding and non-skid qualities.

**Bus Route:** A street upon which scheduled public transit service is maintained, including a turn-around street.

**Casting:** A metal or concrete frame, lid, cover, or similar surface opening or appurtenance associated with an underground vault, pipe, basin or monument, located in the right-of-way.

**Central Business District (CBD):** The portion of the city bounded on the north by Denny Way; on the east by I-5 and Boren Avenue (northerly portion); on the south by South Royal Brougham Way; on the west by Elliott Bay.

**Cold Mix Asphalt:** An asphalt concrete mixture designed to be placed at ambient temperature without the addition of heat.

**Companion Ramp:** An ADA curb ramp that is the receiving ADA curb ramp directly across from the one under construction per RCW 35.68.075(3).

**Concrete:** See "Portland Cement Concrete (PCC)".

**Concrete Road Panel:** The contiguous surface bounded by joints in a concrete surface street.

**Contractor:** An individual, partnership, corporation, firm or joint venture contracting with an owner, permittee or their representative to do work within the street right-of-way.

**Controlled Density Fill (CDF):** A prepared mixture consisting of Portland cement, fly ash, sand, water and entrained air used for backfill (reference Standard Specifications, Section 2-10.2(3)).

**Crosswalk:** The portion of the roadway between the intersection area and the prolongation or connection of the farthest sidewalk line, or, in the event there are no constructed sidewalks, then between the intersection area and a line ten feet (10') therefrom, except as modified by a marked crosswalk. (RCW 46.04.160)

**Curb Ramp:** That portion of the sidewalk area which provides a direct connection between the roadway level and the constructed sidewalk level, for the purpose of allowing pedestrians and people with mobility impairments access between the roadway and sidewalk.

**Cut:** An opening in the right-of-way.

**Decorative/Special Pavements:** Any surface composed of cobblestones, paving stones, brick, unit pavers, tiles, concrete, or asphalt pavement colored or patterned by additives, proprietary products, or special surface treatments.

**Drip-line:** An area encircling the base of a tree, the minimum extent of which is delineated by a vertical line extending from the outer limit of a tree's branch tips down to the ground.

**Driveway:** A depression in a concrete curb and the adjacent sidewalk or planting strip that provides vehicular access to adjacent property beyond the street right-of-way.

**Emergency:** See definition provided in SMC Chapter 10.02.

**Environmental Critical Area (ECA):** An area identified, designated, and mapped by the Seattle Department of Construction and Inspection per SMC Chapter 25.9 because of landslide potential, watershed criticality, or other concerns, and to which special rules apply.

**Excavation:** A person-made cut, cavity, or depression in the earth's surface, formed by earth removal.

**Flexible Base:** A base constructed of native material, aggregates, or asphalt treated base or equivalent.

**Historic Landmark District:** Any district designated or created by City ordinance as a Landmark District.

**Intersection:** The area enclosed within the projection of the lateral curbs, or if no curbs, then the projection of the lateral roadway boundaries of two (2) or more streets which join one another at an angle, whether or not such streets cross each other.

**Mineral Aggregate:** Rock or gravel or sand or a blend thereof, which may or may not be crushed, screened to size, and blended for use in road, bridge, and municipal infrastructure construction. (See Standard Specifications, Section 9-03.16 for aggregate types.)

**Non-Arterials:** All streets not designated as arterials. As a rule, non-arterial streets do not have yellow centerline pavement markings. Pavement restoration requirements may differ depending on whether the non-arterial street is residential or industrial/commercial. The Street Use Inspector can determine and clarify the type of street using the Seattle Comprehensive Transportation Program Street Classification Maps (July 1984), or an update.



**Oil Mat:** Any surface composed of dirt and rock that has had asphalt liquids applied for dust control.

**One Call:** A centralized telephone number (1-800-424-5555) or 811 connected to a service that provides underground utility locations.

**Opening:** The removal of street right-of-way surfacing, typically to accommodate excavation and to allow access below the pavement.

**Pavement Condition:** The Metropolitan Transportation Commission (MTC) pavement condition rating method is based on the Pavement Condition Index (PCI) rating procedure developed by the US Army Corps of Engineers in the 1970's and described in ASTM standard D6433.

**Pavement Structure:** The combination of subbase, base course, and surface course, as applicable, placed on the subgrade to support and distribute the traffic load.

**Permittee or Contractor:** An individual, firm, contractor, corporation, company, or other entity authorized by permit, including a contractor hired by one who obtains a permit, to perform opening or restoration in the right-of-way.

**Permeable Pavement:** A paving system that allows rainfall to infiltrate into the pavement to underlying substrate or aggregate storage reservoir.

**Portland Cement Concrete (PCC):** A mixture of Portland cement, aggregate, sand, and water, with or without additives.

**Pre-level:** Adjustment of the cross-section, elevation, and grade of a road surface before laying down the wearing or top course of pavement.

**Preservation:** Measures undertaken to maintain or improve the state of the existing right-of-way, in the absence of any additional work.

**Reconstruction:** The complete removal and replacement of the entire street.

**Restoration:** Reconstructing an opening in the street right-of-way and its attendant excavated area.

**Rigid Base:** A base constructed of concrete.

**Sidewalk:** That area between the curblines or the lateral edge lines of a roadway and the adjacent property, intended for the use of pedestrians or such portion of private property parallel and in proximity to a street or alley and dedicated to use by pedestrians. For the purposes of this subtitle, there is always deemed to be a sidewalk not less than 3 feet in width, whether actually constructed or not, on each side of each street except where there is less than 3 feet between the edge of the roadway and a physical obstruction which prohibits reasonable use by pedestrians. The sidewalk is located where constructed, or if not constructed, adjacent to the property line or as close thereto as can reasonably be used by pedestrians; provided, that no sidewalk shall be deemed to exist on private property unless it is actually constructed.

**Shoulders:** That portion of the street right-of-way adjacent to an improved driving surface without curbs.

**Street Area:** That portion of the street right-of-way improved for vehicular travel and use.

**Public Right-of-Way:** A strip of real property secured and reserved for public transportation purposes.

**Subbase:** The layers of specified or selected material of designated thickness in a pavement structure immediately above the subgrade and below the base course.

**Surface Course:** The top layer of the pavement structure designed to accommodate the traffic load and to resist skidding, traffic abrasion, and the disintegrating effects of climate; sometimes called the “wearing course.”

**“T” Cut:** The removal of an asphalt overlay on a rigid base from the edges of a cut for a specified distance (see Standard Plan Nos. 404a and 404b).

**Unimproved Street Right-of-Way:** The street right-of-way that has not been improved for pedestrian or vehicular travel.

**Void:** Empty space or gap between the pavement surface and the underlying material, or within the underlying material.

**Wearing Course:** See “Surface Course.”

## 3. GENERAL PROVISIONS

- 3.1 Responsibility for restoration and cost of restoration:** Anyone making an opening in the street right-of-way under a permit or any other authority is responsible for permanently restoring the street right-of-way according to this Rule. The permittee or contractor must absorb all costs or reimburse SDOT for costs incurred resulting from maintenance or restoration of street openings under SMC Section 15.32.160.
- 3.2 Prevention of environmental pollution and preservation of natural resources:** The permittee or contractor must comply with all provisions of federal, state, and local regulations and rules pertaining to preventing environmental pollution and preserving public natural resources. The permittee or contractor must control surface runoff, erosion and sediment at the construction site, as required by the Seattle Municipal Code (Title 22, Subtitle VIII. - Stormwater Code) and the Standard Specifications, Sections 1-07.5 and 1-07.15. The site and the surrounding area must be kept clean and free of construction debris or other material, including but not limited to, mud, dust, rock, asphalt and concrete. Waste materials must be collected and disposed of at an appropriate disposal site. These materials must be prevented from entering any part of the public sewer and storm drain system, including bioretention facilities and permeable pavement, and any surface waters. For additional guidance, refer to the current version of the City's Construction Stormwater Control Technical Requirements Manual. Additional sampling may be required to ensure proper disposal of waste.
- 3.3 Underground construction:** SDOT may require the permittee or contractor to consider special underground construction methods where difficulties are indicated in removing and restoring special or decorative surface features, adjacent or over areaways, in areas of historic significance, in areas of heavy traffic, or for other reasons. The permittee or contractor may be required to obtain the services of a geotechnical or structural engineer with expertise in underground construction methods.
- 3.3.1 Marking pavements for opening: Pavement removal street markings made in public places must be identified by a painted triangle, inside of which must be placed 4-inch letters. White must be used for marking proposed openings and the cuts must be marked before contacting the One Call Utility Notification Center, 1-800-424-5555 (or 811). Identification letters must be placed adjacent to the street opening or on the face of the nearest curb, in line with the cut. Special care must be taken when marking decorative streets and sidewalks. The permittee or contractor must call the One Call Utility Underground Location Center not less than 2 or more than 10 business days before the scheduled start of any excavation that might affect underground utilities. Calling before you dig ensures that any publicly owned underground facilities must be marked according to the APWA color code so that you can dig safely. See more at [www.callbeforeyoudig.org](http://www.callbeforeyoudig.org)

- 3.4 Holiday season restrictions:** No work must be allowed in the following areas from Thanksgiving Day through January 1 within the Holiday Moratorium area, except under special conditions authorized by the SDOT Director or except emergencies that pose immediate threat of property damage, personal injury, or loss. The Holiday Moratorium area and the waiver request can be found at this link:

[www.seattle.gov/transportation/cams/CAM2107.pdf](http://www.seattle.gov/transportation/cams/CAM2107.pdf)

- 3.5 Cleanup, Incidental and Collateral Damage:** The street right-of-way, material storage sites, construction staging areas, and all other areas affected by the work must be left neat and presentable, and must be fully restored as necessary according to this Rule, and as required by Standard Specifications, Sections 1-04.11 and 1-07.13. Costs associated with site cleanup and restoration are integral to the project. If SDOT incurs any cleanup costs, these costs shall be billed to the permittee or contractor. Moreover, except as provided in Revised Code of Washington (RCW) 19.122.030, any damage or destruction to existing public or private facilities done during the course of work must be restored at the permittee or contractor's expense. This includes restoring all traffic devices and pavement markings. The SDOT Director shall determine the extent of damage and shall order the extent and type of restoration, except as provided in RCW 19.122.030.
- 3.6 Liability for Damages and for Maintaining a Street Restoration:** The permittee or contractor is liable for incidental damages caused by construction, whether or not the damages have been discovered at the time of construction. Reference Standard Specification Section 1-07.13. When SDOT performs the restoration, the permittee or contractor remains liable for damages associated with their construction, but is no longer liable for maintaining the restoration. When the permittee or contractor performs the restoration, the permittee or contractor remains liable for maintaining the restoration for 5 years following restoration completion.
- 3.7 Alternate Methods:** SDOT encourages innovative techniques and new technologies in removing and restoring street and sidewalk pavements. SDOT may on a case-by-case basis, waive certain specific requirements of this Rule, when such action would effectively advance a new technology or state of knowledge. The burden of testing or otherwise demonstrating that a new technique is likely to be effective rests with the permittee or contractor. The permittee or contractor must provide adequate documentation in advance that the alternate method must produce results equal to or better than those resulting from this applying this Rule and the relevant Standard Specifications and Plans, and that any adverse impacts to others' infrastructure, facilities, or property must not occur.
- 3.8 Waivers to the Restoration Requirements:** SDOT may grant exceptions to the restoration requirements on a case-by-case basis. Deviations must be requested on the ROWIM Deviation Request form and submitted for review and approval by SDOT. The ROWIM Deviation form can be found here:

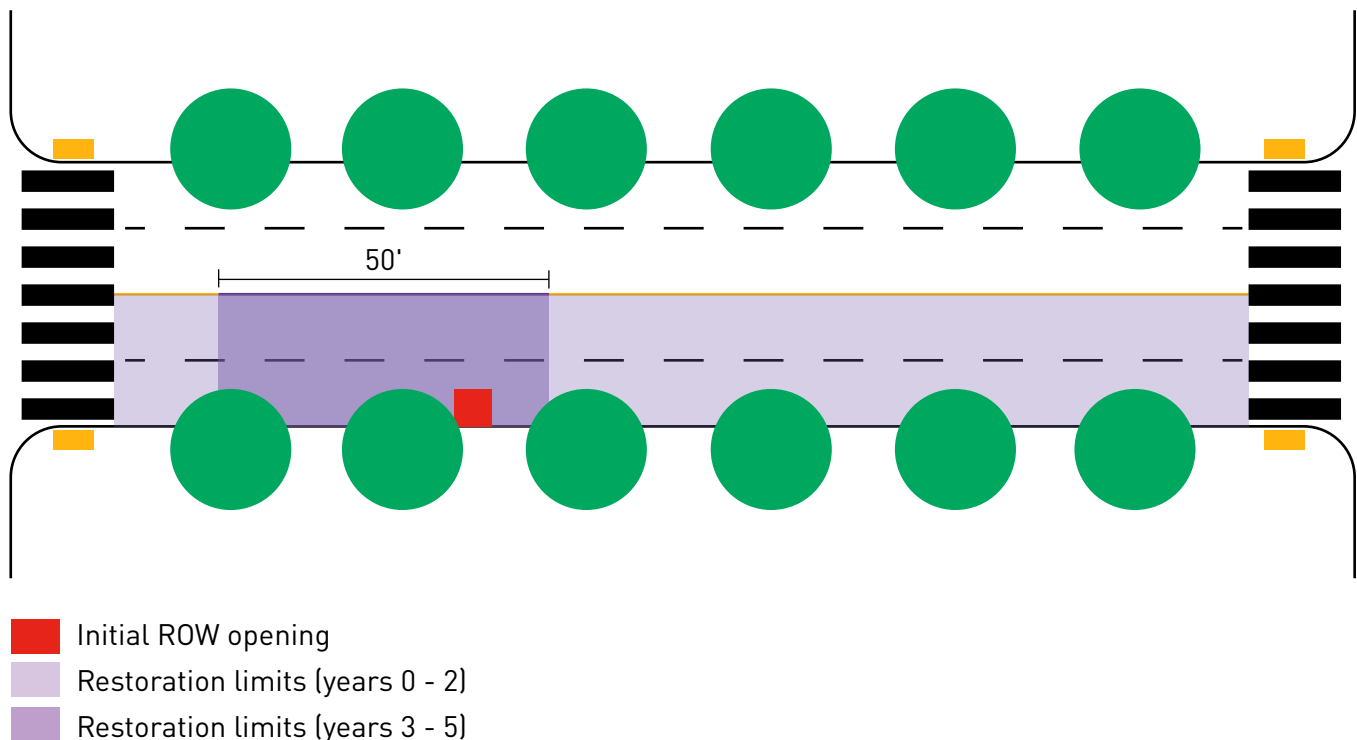
[www.seattle.gov/transportation/rowmanual/manual/pdf/form\\_deviation\\_request.pdf](http://www.seattle.gov/transportation/rowmanual/manual/pdf/form_deviation_request.pdf)

## 4. PROJECT COORDINATION

**4.1 Pavement Moratorium:** Opening new pavement must not be permitted within the moratorium period specified in SMC 15.32.050 following its installation unless it meets the codified exemption requirements or is approved by the SDOT Director. If it is determined that the project is in a pavement moratorium area, a waiver request must be submitted at the time of permit application. In the event that there is additional information or justification to modify the limits or type of restoration to be completed within the moratorium timeframe, the applicant must include a ROWIM deviation request in addition to the moratorium waiver request for review and approval. Pavement moratoriums must be placed on streets that have been reconstructed or resurfaced for a length of one block or more, and the work extends from curb to curb. Streets that receive only a surface sealing, such as microsurfacing, chip sealing, or slurry sealing, shall not be included in the moratorium.

When any work is completed on a street within the moratorium period, the limits and extents of restoration must conform to the following:

- 4.1.1 For rigid pavement without an asphalt overlay, full panel replacement is required. For rigid pavement with an asphalt overlay the restoration limits shall be the same as flexible pavement.
- 4.1.2 Flexible Pavement: Restoration for flexible pavement must conform to the following:



Year	Flexible Pavement
1	mill and overlay to a depth of 2 inches from the nearest curb to the centerline of the street for the entire length of the block (curb radii to curb radii).
2	mill and overlay to a depth of 2 inches from the nearest curb to the centerline of the street for the entire length of the block (curb radii to curb radii).
3	mill and overlay to a depth of 2 inches from the nearest curb to the centerline of the street for 50 feet, or the length of the cut, whichever is greater.
4	mill and overlay to a depth of 2 inches from the nearest curb to the centerline of the street for 50 feet, or the length of the cut, whichever is greater.
5	mill and overlay to a depth of 2 inches from the nearest curb to the centerline of the street for 50 feet, or the length of the cut, whichever is greater.

**4.2 HUB Coordination:** All work within a defined construction HUB coordination area must be approved by the HUB coordinator before the start of work. The most current HUB construction map is located at this link:

[www.seattle.gov/transportation/hub.htm](http://www.seattle.gov/transportation/hub.htm)

**4.3 Emergency Repairs:** A permit is required even when a street opening is necessary to address an emergency. The SDOT Street Use Inspector should be notified as soon as possible, and a permit application must be submitted within 48 hours.

**4.4 Notification:** Public and private entities with facilities in Seattle's street right-of-way have rights as to protections, clearances, and coordination/notification (reference Standard Specifications, Sections 1-07.16, 1-07.17, and 1-07.28). The permittee or contractor must also coordinate the work with other projects in the area as specified by the permit conditions and in a manner that ensures public safety and seeks to minimize disruption to the public, as required by the Standard Specifications, Section 1-07.28. Moreover, the permittee or contractor must plan, schedule, and implement the work in such a manner that allows the necessary and required time for notification of others that may be impacted by the project, per Standard Specification 1-07.28.

## 5. INSPECTION AND QUALITY CONTROL

- 5.1 Quality of Construction:** All work in the right-of-way must be performed with diligence, in a timely manner, and conform to applicable City of Seattle Standard Specifications, Standard Plans, permit conditions, and any special provisions approved by the SDOT Director.
- 5.2 Role of the Street Use Inspector:** The Street Use Inspector inspects work performed under permit. The Inspector monitors for compliance with City standards, codes, designs, and specifications. The Inspector verifies that public access and safety is maintained, existing City infrastructure is protected from damage, and City assets are restored to City standards. The Inspector and their agents may be on the job site at any time.
- 5.3 Testing:** SDOT may require materials testing as deemed necessary to ensure that street restoration is performed according to City of Seattle Standard Specifications and Plans. Testing must be conducted by a testing organization acceptable to the SDOT Director and shall be conducted at the expense of the permittee or contractor.
- 5.4 Approval of Materials:** All materials used must comply with the Standard Specifications. SDOT may require the permittee or contractor to provide a manufacturer's certificate of compliance for each material (see Standard Specifications, Section 1-06.3), may require the permittee or contractor to provide the source of supply for each material (see Standard Specifications, Section 1-06.1), and may require the permittee or contractor to obtain the services of an independent testing laboratory certified by AASHTO and ACI to test and provide certified test reports.

## 6. INFRASTRUCTURE IDENTIFICATION

- 6.1. Pavement identification:** To estimate the removal and restoration limits associated with a planned pavement opening, it is first necessary to identify pavement type. The ROWORR map identifying the pavement type can be found at this link:

<http://seattlecitygis.maps.arcgis.com/home/item.html?id=49903b3dfa0e4eeb87d12ff9a8ec5cac>

The following sections provide some additional information about pavement types.

- 6.1.1.1. Rigid pavement: Streets with a jointed Portland cement concrete (PCC) surface or base

shall be considered rigid pavements for the purposes of restoration. These pavements can be identified by their jointing pattern, with panel joints spaced at regular intervals. The joints typically run parallel and perpendicular to roadway centerline. A portion of Seattle's jointed PCC pavement inventory has been surfaced over with a thin (1.5 to 3.0 inch depth) layer of hot mix asphalt (HMA) that was intended to improve ride. This layer is non-structural and the underlying PCC joints are typically visible thorough the asphalt layer as reflective cracks.

- 6.1.1.2. Flexible Pavement: Streets with hot mix asphalt (HMA) or seal coat surfaces and an aggregate, sheet asphalt, red brick, or stone block/cobblestone base shall be treated as flexible pavements for the purposes of restoration. Newer HMA pavements with aggregate base can typically be identified by the presence of a Standard Plan No. 410B type monolithic curb and gutter section. Seal coat surfaces (typically chip seals, slurry seals, or microsurfacing) are identifiable by their surface texture, their lack of a curb, and by location, mainly north of 85th Street and at the southern border of the City, areas annexed from King County. Older pavements with a sheet asphalt, red brick, or stone block/cobblestone base can often be identified by the presence of an armored or granite curb along the block face, and occasionally a red brick gutter section. These pavements are most commonly found in the city's older neighborhoods in and around the center city. Although they were constructed with a lean, unjointed concrete base, they shall be considered flexible for the purposes of restoration.

- 6.1.1.3. Stone Block Streets: A complete list and map of stone block streets is provided here:

<http://seattlecitygis.maps.arcgis.com/apps/webappviewer/index.html?id=49903b3dfa0e4eeb87d12ff9a8ec5cac>

Many stone block streets are found in the older neighborhoods of Seattle. Much of the materials used historic, of great importance to the City, and cannot be replaced. Therefore, great care should be taken when in and around these streets.



6.1.1.4. **Permeable Pavement:** A pavement system that allows rainfall to infiltrate into the pavement to an underlying substrate or aggregate storage reservoir. Streets and sidewalks may be designed and constructed as permeable pavements. The most common surfacing material used in this application is porous concrete, identifiable by its open graded appearance. Other wearing course materials include permeable pavers, porous asphalt and grid systems. A list of images for permeable pavement wearing courses can be found at the following link:

[www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web\\_informational/p2375026.pdf](http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/p2375026.pdf)

6.1.1.4.1. **Permeable Pavement Surface:** An infiltrating paving system that consists of a pervious wearing course aggregate subbase designed to manage only the water which falls on it.

6.1.1.4.2. **Permeable Pavement Facility:** An infiltrating paving system that consists of a pervious wearing course and an aggregate reservoir that manages the water which falls on it and stormwater runoff from other areas.

**6.2. Sidewalks and Curb Ramps:** Sidewalks are defined as the area between the curblines or the lateral edge lines of a roadway and the adjacent property, intended for the use of pedestrians or such portion of private property parallel and in proximity to a street or alley and dedicated to use by pedestrians. Curb ramps are the portion of the sidewalk area which provides a direct connection between the roadway level and the constructed sidewalk level, for the purpose of allowing pedestrians and people with mobility impairments access between the roadway and sidewalk. The most current American with Disabilities Act (ADA) requirement can be found at the following link:

[www.ada.gov/](http://www.ada.gov/)

**6.3. Green Stormwater Infrastructure:** Bioretention facilities are distributed Best Management Practices (BMPs) located throughout the city's right-of-way, integrated into a project design that use infiltration, filtration, storage, or evapotranspiration, or provides stormwater reuse which mimics natural ecological function by cleaning, slowing, detaining, or infiltrating runoff. This section assists engineers, inspectors, permittees, and contractors in determining when these features are present in the right-of-way.

6.3.1. **Biofiltration Swales:** Swales are open, gently sloped, vegetated channels designed to treat stormwater in the right-of-way and, are designed to slowly move water through the system dropping sediment from stormwater flow.

6.3.2. **Infiltrating Bioretention:** A shallow earthen depression or vertical walled open bottom box with a designed soil mix and plants adapted to the local climate and soil moisture conditions. Treated water is infiltrated into the underlying soil, or in soils with lower infiltration rates, collected by an underdrain and discharged to the drainage system. Infiltrating bioretention cells are not lined.

- 6.3.3. Non-infiltrating Bioretention: A shallow earthen depression or vertical walled containers with a designed soil mix and plants adapted to the local climate and soil moisture conditions. Treated water is collected by an underdrain and discharged to the drainage system. Non-infiltrating bioretention cells are lined or include an impermeable barrier to prevent infiltration into the underlying soil. Design and construction of non-infiltrating bioretention cells are approved by Seattle Public Utilities (SPU).
- 6.3.4. Underdrains: Underdrains are pipes with either slots or perforations wrapped in an aggregate blanket that are located within a BMP that either disperses water for infiltration or conveys water to a discharge point. They are generally found in areas with tight soils, areas of flooding concerns, or near zones identified as hazardous. Underdrains are identifiable by 6 or 8 inch clean-outs located within or outside of the facility. They may be a component of both infiltrating and non-infiltrating bioretention and are found throughout GSI facilities.
- 6.3.5. Non-Standard Bioretention Facilities: There are infiltrating and non-infiltrating bioretention facilities, which have similar appearances to standard bioretention systems with innovative but non-standard elements, such as, but not limited to structural systems underground injection control facilities, liners, vertical walls, to meet site specific constraints or are determined to be a pilot project. These facilities may or may not have underdrains.
- 6.3.6. Structural Systems: These structural cells, such as Silva Cells/Deep Root, are located under sidewalks and within the ROW that supports pavement and contains loosely compacted soil for tree growth and allow for concentrated stormwater flows. These systems may not be visible. Many of these systems have been installed throughout the City for improved tree health. The first installation for stormwater management was built in the Ballard area as part of the bioretention facilities in the summer of 2016 and should be avoided. It is anticipated that other structures such as these may be used in the future. A map of this street is provided in the following link:
- <http://seattlecitygis.maps.arcgis.com/apps/webappviewer/index.html?id=49903b3dfa0e4eeb87d12ff9a8ec5cac>
- 6.3.7. Underground Injection Control Facilities: These are vertical well components designed for deep or shallow on-site infiltration of stormwater. It is imperative these systems remain free of sedimentation. Critical care shall be used when working near or around these facilities. It is anticipated that other structures such as these may be used in the future. A map of UIC streets are provided in the map in the following link:
- <http://seattlecitygis.maps.arcgis.com/apps/webappviewer/index.html?id=49903b3dfa0e4eeb87d12ff9a8ec5cac>
- 6.3.8. Liners: Liners are impermeable barriers located under GSI facilities which prevent water from infiltrating to the surrounding area and are typically unidentifiable by the naked eye. Liners can be, but are not limited to, bentonite mixtures keyed into native soils, screwed or other anchored PVC liners, and bentonite filled self-healing material liners.

- 6.3.9. Vertical Walls: These are linear components of a bioretention facility designed to increase bottom treatment area. They may be a component of both infiltrating and non-infiltrating bioretention. Vertical walls may be composed of rock, soil wrapped logs, concrete, or other materials.
- 6.3.10. Rain Gardens: are shallow landscaped depressions with compost amended soils or imported bioretention soils and plants, which are adapted to the local climate and soil moisture conditions. Rain gardens do not have liners or underdrains. They are typically designed to treat sidewalk stormwater runoff.

**6.4. Other Right-of-Way Elements:** There are many other types of right-of-way elements that need to be identified, protected, and restored if damaged as part of utility restoration work. The above list is not intended to be fully inclusive, but rather provide information for the most common types of infrastructure that may be encountered.

## 7. SITE PREPARATION, EXCAVATION, AND BACKFILL

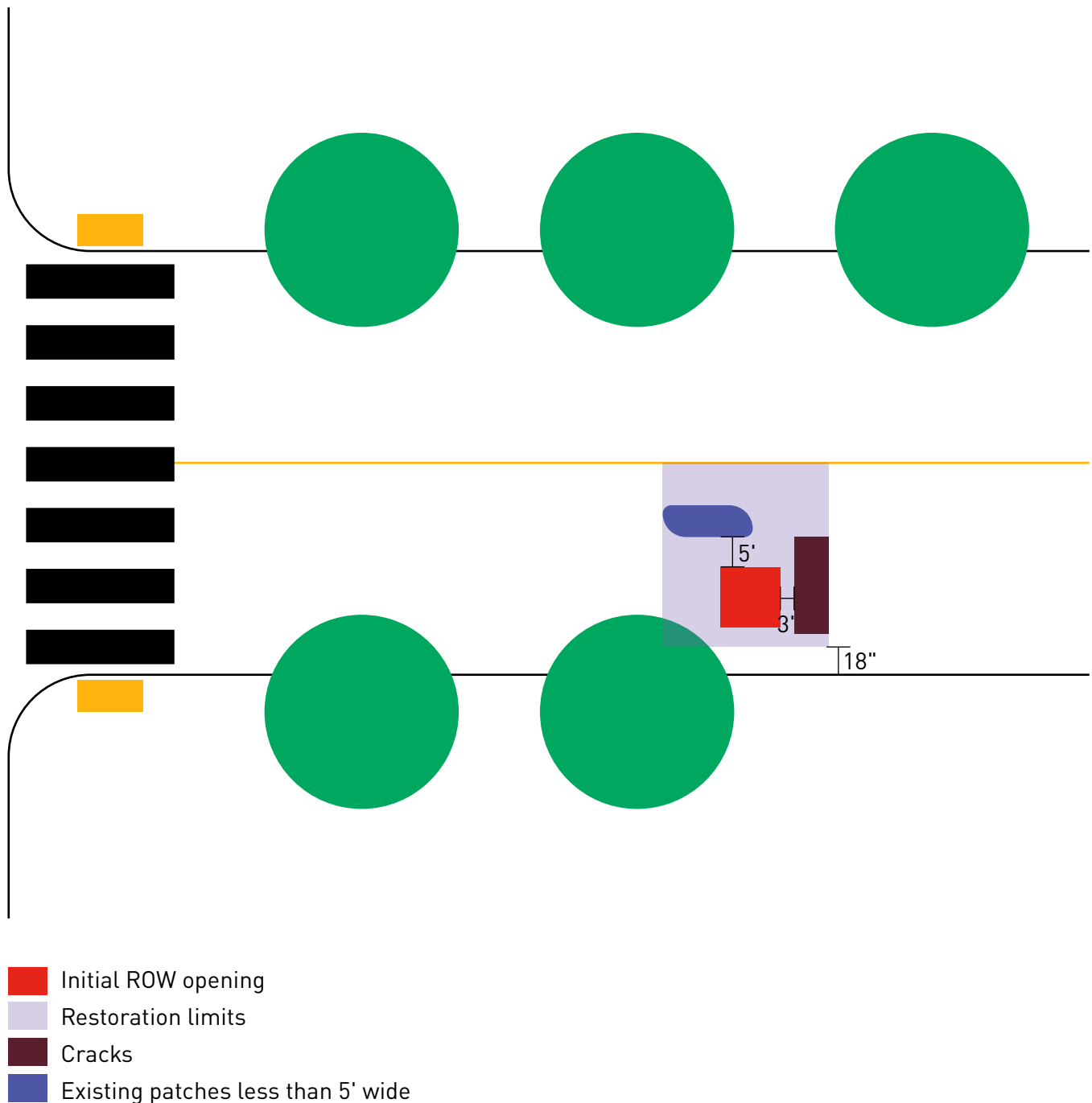
**7.1. Protection of Existing Infrastructure:** Care must be taken to not damage any infrastructure that is proposed to remain. If any damages occur, the restoration limits must be expanded to include that damage.

7.1.1. Protection of Green Storm Infrastructure: All Green Storm Infrastructure must be protected to ensure no sedimentation from the work enters the system. All soils must be protected so that any materials to remain are not compacted.

7.1.2. Tree Protection: Openings and restorations within the drip-line of a tree must be undertaken in a manner that minimizes damage to the tree. See Standard Plan Nos. 132 and 133. Tree root pruning or other tree trimming must only be approved where necessary to minimize damage or otherwise mitigate impacts. Excavating or auguring within 5 feet of a tree trunk requires prior approval of the SDOT Arborist. Call 206-684-5047 for consultation. Any such excavation shall require special care (e.g. hand work or use of air spades) with the objective of retaining intact all roots 2 inches or larger in diameter. Tree protection measures such as trunk wrap, tie-up of low limbs, installing protective construction fencing, applying a 4 to 6 inch protective layer of mulch, or using rigid boards or steel plates to span root areas may be required whenever construction occurs within the drip-line of a tree. For more information about working in and around, and protecting tree roots. See Standard Specifications, Section 1-07.16(2).

**7.2. Zone of Influence:** Openings in the pavement, and the activities associated with construction in the opening contribute to loss of foundation support for the pavement structure surrounding the opening. In general, the types and relative densities of surrounding soils and backfills, the influence of groundwater and associated dewatering activities, the impacts of construction methods and systems, and other influences may contribute to a loss, or potential for future loss, of pavement foundation support. Experience in Seattle has shown that in general, a horizontal distance of 25 percent of the depth of the opening extending out from the edge of the opening per Standard Specification 404C is a reasonable predictive limit in most instances to the loss of pavement foundation support. However, in some soil conditions the “zone of influence” can be extended or shortened. The Street Use inspector shall determine if any adjustments should be made to the final limits for the zone of influence.

**7.3. Initial Cut Expansion:** Flexible pavement restoration requires the permittee or contractor to identify the location of their initial opening and then determine the final limits of restoration. The restoration limits must first be extended the full depth of the pavement section from the initial opening area to encompass the zone of influence. Full depth cuts must be further full depth expanded to 18" from curbs in good condition, curbs in poor condition, pavement edges, and cracks within 3 feet and to include existing patches less than 5 feet in width, within 5 feet of the opening, and to ensure new longitudinal joints are not located in a wheel path. Sawcuts must not be located in the vehicle wheel path.



**7.4. Backfill:** Excavations in the street right-of-way must be backfilled according to Standard Specifications, Sections 2-10 and 8-33.3(1) if for electrical facilities. The backfill must be appropriate for its intended use, and the prevailing soil and groundwater conditions, and must be capable of supporting pavement structure. Subsurface utilities may have special bedding or foundation needs.

7.4.1. **Pavement Backfill Materials and Placement:** The standard backfill material for any pavement structure, including concrete walks, asphalt pathways and bikeways, within the street right-of-way must be controlled density fill (CDF), unless an alternate material and materials testing plan has been approved as part of the permit conditions.

7.4.2. **Backfilling with Controlled Density Fill (CDF):** CDF must be wet batched and meet the requirements of Standard Specification Section 2-10.2(3). CDF may be placed by any reasonable means from a mixing unit into the space to be filled. CDF placement into closed spaces may require installing vent holes. Agitation is required during transportation and waiting time. CDF is a heavy fluid material and during placement must exert high fluid pressures against any form, embankment or wall. Placement must be performed in a manner that: structures or pipes are not displaced from their desired final position, other underground alignments and grades encountered in the excavation are not dislocated, and CDF intrusion into undesirable areas is avoided. Placing CDF in multiple lifts may be required to control movement or shifting and prevent floating of pipes or vaults. Each placement of CDF must be as continuous an operation as possible. If CDF is placed in more than one lift, the base lift must be free of surface water and loose or foreign material before placement of the next lift.

7.4.2.1. **Steam Lines:** CDF must not be used within 10 feet of a steam line.

7.4.2.2. **Proximity to trees:** Controlled density fill must be neat formed if within 5 feet of a planting area.

7.4.2.3. **Fluidized Thermal Backfill (FTB):** FTB is a thermally conductive controlled density fill material that is typically used around subsurface electrical systems. Seattle City Light Standard 7150.0 Fluidized Thermal Backfill is specifically authorized as backfill material for subsurface electrical systems and must be placed according to the current standard.

7.4.3. **Other Backfill Materials:** Materials other than CDF shall be allowed provided they are suitable for the intended use and are inspected and tested under a quality assurance program. Use of materials other than CDF require quality assurance testing by a SDOT approved, certified materials laboratory that is paid for by the permittee. See Section 7.5

7.4.4. Native Material: Native material may be approved for backfill if it is: (a) capable of attaining 95 percent compaction where the subgrade supports pavement; (b) within reasonable tolerance of optimum moisture content; (c) reasonably free of organic material, clay, lumps, rocks or pavement chunks more than 6 inches in diameter; and (d) is free of other deleterious or potentially hazardous matter. In some areas, for example under flexible pavements that cross over peaty soils, a special backfill may be necessary in order to match the behavior of the surrounding soils so that the flexible pavement experiences equivalent consolidation and settlement. Use of native material shall require project specific approval from SDOT before permit issuance. Use of native material shall only be allowed with an inspector and materials lab representative present full-time on the project.

**7.5. Quality Assurance Requirements:** Quality assurance (QA) refers to a set of controls that ensure a process satisfies specified requirements in a systematic and reliable fashion. In the case of aggregate backfills, a quality assurance program must consist of approvals, tests, corrective actions, and reports that demonstrate that backfills are consistently meeting specification. Permittees wishing to use aggregate backfills must complete the following:

7.5.1. Material Submittal and Approval: Permittees must be required to submit samples and a data sheet for the fill material they wish to use. The sample submittal may be waived if current materials data is on file. The submittal must call out the application and any City of Seattle Standard Specifications relevant to its use. Written approval is required for each fill material, in each application.

7.5.2. Quality Assurance Process Approval: QA determines consistency of both the material and the construction process. The permittee must prepare a submittal describing their QA process. The process must be approved by SDOT before using the material. The QA process submittal must include the following information:

7.5.2.1. List of contacts with a description of roles and responsibilities.

7.5.2.2. Specifications and manufacturer's data sheets for each material in the QA program.

7.5.2.3. Description of the materials handling and construction process that shall be used to meet the placement requirements in the current version of the City of Seattle's Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction. Aggregates shall be required to meet compaction standard of Standard Specification Section 2-11.

7.5.2.4. Type and frequency of materials tests. The rate of testing on arterial and non-arterial streets must be specifically addressed. The qualifications of the materials laboratory must be addressed with reference to Specification Section 1-06.5.

- 7.5.2.5. Corrective action plan. When a failing test is reported, the cause of the failure must be ascertained and documented, even if the specific test area is re-compacted. For each failed test, a plan of corrective action backward (e.g. recompact the previous lot) and forward (e.g. adjust moisture or compaction procedure) must be implemented and reported. The corrective action plan must describe how the materials testing frequency must increase in response to tests below specification. The plan must outline the authority of the Street Use inspector to call for additional tests and approve corrective action.
  - 7.5.2.6. Reporting plan. Monthly reports must be required to keep stakeholders apprised of the results being achieved. Test information in the report must be referenced by address and Street Use permit number. The initial QA Process Submittal must include a sample report. Copies of the report must be sent monthly or as otherwise required to the Street Use inspector.
  - 7.5.2.7. Use of aggregate backfills with spot verification shall be permitted when the materials are approved and the QA process is in place.
  - 7.5.2.8. SDOT has the authority to suspend quality assurance testing and use of the aggregate material if test results indicate specifications are not reliably met or the reporting protocol is not followed.
- 7.5.3. Emergency and Temporary Backfill: Street excavations made without SDOT inspection may be temporarily backfilled and patched by the contractor or permittee. The backfill must be guaranteed by the permittee or contractor to provide acceptable foundation support for traffic until a permanent restoration is made. Should settlement or other failure of a surface patch occur, the permittee or contractor must correct the defect within 24 hours. The permittee or contractor shall be required to replace the temporary backfill with an approved, tested material before completing the permanent restoration.

**7.6. Unimproved or Landscaped Areas:** Openings made in unimproved or vegetated areas of the street right-of-way such as planting strips may be backfilled with suitable native material with prior approval from the Street Use Inspector. The excavations must be topped off with materials that match the existing and surrounding materials and material thicknesses (e.g., topsoil, mulch, etc.). When working in areas identified or serving as natural open space, or in a planted or otherwise improved landscape area of the street right-of-way, the work must be conducted in a manner that minimizes removal or damage to vegetation and all associated improvements. The subsurface restoration must be completed in a manner that enables the vegetation to continue to grow, it may be necessary to bring the excavation up to grade with crushed rock or native material, and then to finish with topsoil, permeable growing materials, or mulch, to match existing and as appropriate. Landscape materials must conform to the standards in Standard Specification Section 9-14.

**7.7. Bedding Materials:** Specific bedding and backfill materials may be required around utility lines and other structures. These materials must not allow for settlement and must be capable of supporting the pavement structure. Backfill shall be according to City Standards Specification 2-10 or as approved by the specific utility.



- 7.8. SDOT Structures:** Backfills within 30 feet of SDOT structures such as retaining walls, area way walls, bulkheads, bridge approach embankments, or bridge footings must be performed by SDOT unless otherwise approved as part of the permit conditions.
- 7.9. Groundwater:** In areas of flowing groundwater, free-draining material or clay dams may be required due to slopes, soil, or water table conditions. When backfilling a linear excavation feature with CDF, care must be taken to allow for groundwater migration across the feature.
- 7.10. Voids:** Should a void be encountered during excavation or construction; the pavement opening must be expanded to the entire are of the void. The voided area must be filled with the required backfill material suitable for the location. The permittee must notify the SPU of the void to conduct an investigation of the cause. SPU and SDOT will coordinate with the Permittee to complete the void repair and restoration as necessary, depending on the outcome of the investigation.
- 7.11. Drainage Systems:** Openings made in ditches and channels must be replaced to match the surrounding ditch or channel geometry with materials according to City Standards Specification 2-05.

## 8. TEMPORARY AND INTERIM PAVEMENT RESTORATIONS

**8.1 General:** A temporary or interim pavement may be necessary after an excavation has been backfilled and before the pavement is permanently restored. A temporary or interim pavement is mandatory in vehicular and pedestrian traffic areas unless the street right-of-way is restored permanently immediately after the work. Temporary restorations must be permanently restored within 60 days on arterials or in commercial and industrial zones or 180 days on non-arterial streets in residential zones. An interim surface is a more durable surface than a temporary surface. SDOT may occasionally require that an interim surface be installed, especially on large projects in heavily trafficked areas where the interim surface may have to last for a year or more. Temporary or interim surfaces must perform acceptably and be maintained in a safe and serviceable condition until the surface is permanently restored. If the surface is in a pedestrian accessible route it must be ADA compliant.

The permittee or contractor must make every effort to permanently restore pavement openings in a timely way. When permanent restoration must be delayed, the permittee or contractor must make this known to SDOT and must include the proposed timing and plans for temporary, interim, or permanent restoration at the time of applying for the permit.

**8.2 Timeframe for Restoring Openings:** The permittee or contractor must make every effort to restore the street opening as soon as possible and within 60 days on arterials or in commercial or industrial zones or 180 days on non-arterial streets in residential zones. When restoration within the timeframe is not feasible, the permittee or contractor must make it known when applying for the permit, the timing of making permanent restoration, and the intended use and plans for temporary or interim restoration as applicable.

**8.3 Temporary Pavement Repairs:** A temporary pavement patch may be necessary after an excavation has been backfilled, but before the pavement is permanently restored. Patches must be leveled and compacted to meet adjacent surfaces.

The permittee or contractor must place and maintain over the backfilled excavation a 3-inch minimum compacted thickness patch of hot mix asphalt (HMA) or cold mix asphalt. Cold-mix asphalt products must be as specified in Standard Specifications Section 9-02.5 (Unique Paving Material UPM, Qualified Patch Material QPR, EZ Street Lakeside Industries, U.S. Cold Patch, or approved alternate).

**8.4 Interim Pavements:** Interim pavements are those which will remain in service for more than 60 days (180 days on non-arterial streets in residential zones), but not more than 5 years, typically between phases of a large project. Interim pavements must perform acceptably and be maintained in safe and serviceable condition until the street is permanently restored.

Interim Pavements on Arterial, Bus Route, Commercial, and Industrial Streets: SDOT shall require that a pavement design be submitted for approval.

Interim Pavements on Non-arterial Residential Streets: Interim pavements must consist of 2-inch minimum compacted thickness hot mix asphalt (HMA) placed over a 4 inch minimum compacted thickness layer of crushed rock Mineral Aggregate Type 1 or 2. SDOT may require a pavement design depending on the length of time the interim surface is to remain in place and the projected traffic.

**8.5 Protection of openings:** When an opening in the right-of-way cannot be restored by the end of the work day; a combination of traffic control devices, street saddles, or steel plates must be used to protect the opening. These measures must provide for public safety and conform to the requirements of all applicable standards, including the Standard Specifications, Sections 1-07.1, 1-07.23, 2-02.3(8) and the City of Seattle Traffic Control Manual for In-Street Work. The permittee or contractor must protect the opening until temporary, interim, or permanent restoration is completed.

**8.6 Maintenance and removal of protection and traffic control devices:** All appropriate devices required to protect openings in the public right-of-way shall be maintained by the permittee or contractor until the temporary or permanent restoration is completed. The permittee or contractor must remove the devices within 24 hours of notification from SDOT. The use and removal of the devices shall be at no cost to the City.

**8.7 Maintenance of temporary and interim pavements:** The permittee or contractor is responsible for maintaining temporary and interim pavements until the street has been permanently restored. Temporary and interim pavements must be maintained flush with the adjacent street, at grade, and in good condition. Timely correction of settlement of the backfill beneath the temporary or interim surface is the responsibility of the permittee or contractor. Should settlement or other failure of a temporary or interim surface occur, the permittee or contractor must correct the defect within 3 days. If the permittee or contractor cannot quickly be notified or cannot or does not maintain the restoration in a timely way, then SDOT may undertake the necessary restoration. Restorations made by SDOT will be billed to the permittee or contractor on a time and materials basis.

# 9. RESTORATION LIMITS AND PERMANENT RESTORATION REQUIREMENTS

**9.1 General:** The following requirements apply to all pavement restoration.

9.1.1 Sawcutting: Sawcuts are made to protect the existing pavement from damage during breaking and excavation. Necessary sawcuts must be made before any pavement breaking or removal. If the permittee or contractor fails to sawcut before breaking, they must sawcut and remove to additional pavement to the next joint or crack where sound pavement is present. To the maximum extent practicable sawcuts must be made parallel or perpendicular to the roadway centerline and to longitudinal and transverse joints. Sawcuts must be made to full pavement depth on both rigid and flexible pavements. When a full rigid/concrete pavement panel is to be replaced, sawcuts will only be required to cut dowel bars and tie bars, if present. Reference Standard Specification Section 2-02.3(6).

9.1.2 Pavement Condition: A map showing the current pavement condition for all streets can be found at the following link:

<http://seattlecitygis.maps.arcgis.com/apps/webappviewer/index.html?id=49903b3dfa0e4eeb87d12ff9a8ec5cac>

## 9.2 Rigid Pavement Restoration

9.2.1 General: Rigid pavements must be restored according to Standard Specification Section 5-05 and Standard Plan Nos. 400-411.

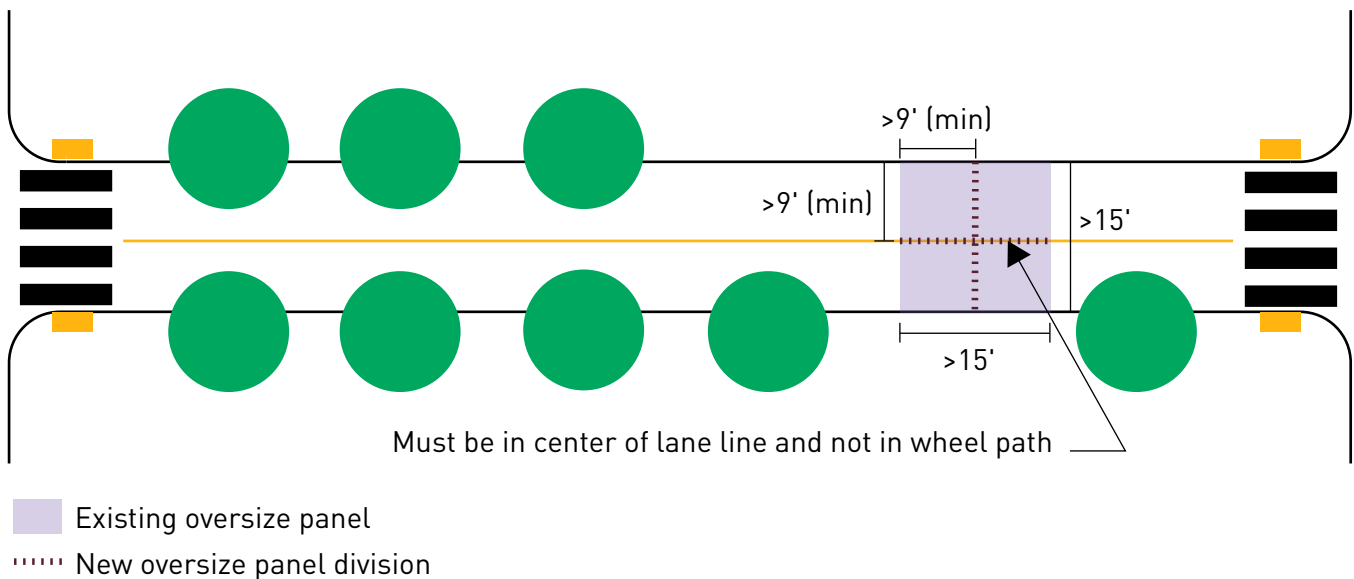
9.2.2 Limits of Restoration

9.2.2.1 Removal and Restoration Area

9.2.2.1.1 Streets Not In Failed Condition: Full concrete panel replacement must be required on rigid pavements not in failed condition. Reference Standard Specification Section 2-02.3(3)C.

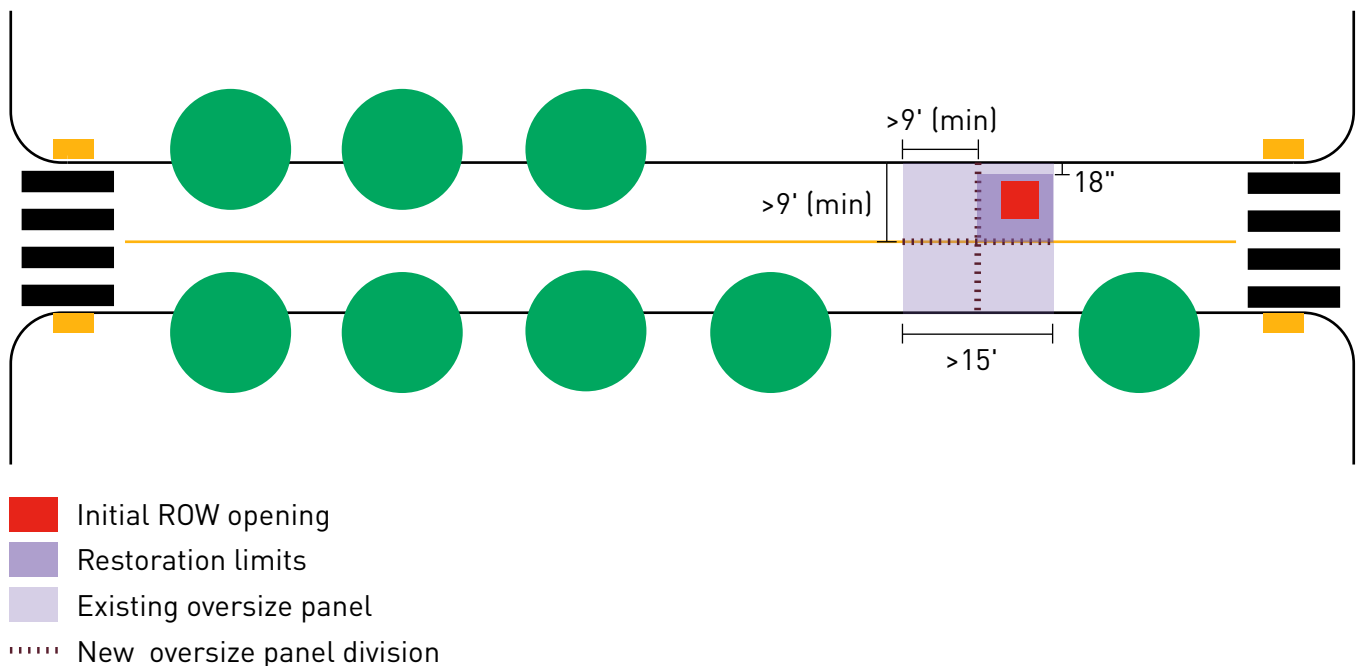
9.2.2.1.2 Streets In Failed Condition: Streets in failed condition may be restored for the full panel dimensions in asphalt according to the requirements specified in Section 9.3.

- 9.2.2.1.3 Location of Initial Opening: Initial openings must be located to avoid undermining adjacent panels. Undermining an adjoining panel shall require its replacement.
- 9.2.2.1.4 Oversized Panels: Seattle has many concrete streets that were constructed with joints spaced in excess of the current 15 foot standard spacing. When these panels are opened and restored, they may be divided according to the following rules.



- 9.2.2.1.4.1 Transverse Division: Large panels may be divided transversely, provided no new or remaining portion of the panel is less than 9 feet in length.
- 9.2.2.1.4.2 Longitudinal Division: Large panels may only be divided longitudinally if the location of the division matches both the lane line and the cracks in the existing panels. Newly-formed longitudinal joints must not be located in a wheel path. Refer to Standard Specifications Section 5-05.3(8)E2 for standard longitudinal joint location.

9.2.2.1.4.3 Retaining Curb and Gutter: The curb and gutter section adjacent to pavement replacement may remain in place if it is in good condition and must be flush with the placement of the new pavement. Curbs and gutters adjacent to pavement replacement must be replaced if they have multiple cracks or spalls. Curbs and gutters that shift or are damaged during construction must be replaced. Under no circumstances shall a curb be left in place if it is not flush with the panel being restored. When a curb is to be left in place, a sawcut must be made before demolition and removal 18 inches from the face of the curb.



9.2.2.1.5 Holes: Auger or core holes in pavement may be necessary to gather information on soils and right-of-way infrastructure. Holes in pavement up to 12 inches in diameter that are drilled with an auger or core barrel and then filled and sealed by the permittee or contractor are exempted from the restoration area requirements of this Rule except for the following requirements: auger holes must be spaced at least 15 feet apart; and no more than two auger holes shall be drilled into a single concrete panel. Auger holes must be filled with an approved CDF mixture to the top of the subgrade or as otherwise required by Department of Ecology, and the pavement structure must be restored in-kind. These requirements do not apply to roto-drilled holes less than 2 inches in diameter for securing steel plates and leak testing. Exceptions require the permission of SDOT.

- 9.2.3 Rigid Pavement Section Depth: Rigid concrete pavements must be restored using the sections outlined below, unless a site specific pavement design has been approved as part of the permit. The pavement design must meet the requirements in the Right-of-way Improvement Manual.
- 9.2.3.1 Base or Subbase: The concrete surfacing layer must be placed over a minimum of 6 inches of compacted crushed rock (Mineral Aggregate Type 2) over compacted subgrade; except in the case of non-arterial residential streets, which may be placed directly on compacted subgrade according to Standard Plan No. 401.
- 9.2.3.2 Concrete Depth: The concrete layer depth requirements by street type are:
- 9.2.3.2.1 Bus Routes and Arterial Streets in Commercial or Industrial Areas: 12 inches or match existing if greater.
- 9.2.3.2.2 All Other Arterial Streets: 10 inches or match existing if greater.
- 9.2.3.2.3 Non-arterial Streets in Industrial or Commercial Zones: 10 inches or match existing if greater.
- 9.2.3.2.4 Non-arterial Residential Streets: 6 inches or match existing if greater.
- 9.2.3.3 Thickened Edges: Thickened edges at construction joints must be constructed in full panel replacement of less than 10 inches in thickness. Standard Plan No. 405a.
- 9.2.4 Portland Cement Concrete (PCC) Class: The class of concrete for arterial, bus route and non-arterial industrial or commercial street pavement restoration is Roadway Cement Concrete, Variable Mixes. The class of concrete for non-arterial, residential streets is Roadway Cement Concrete, Variable Mixes. High Early Strength (HES) concrete may be used to meet early opening requirements. Refer to Standard Specifications, Section 5-05 for concrete pavement details. A mix design must be submitted for review and approval. Alternatively, an approved mix may be selected from the approved mix design list found here: [www.seattle.gov/transportation/stuse\\_pavementopen.htm](http://www.seattle.gov/transportation/stuse_pavementopen.htm).
- 9.2.5 Asphalt Surface: If the rigid concrete panels are surfaced with asphalt, it must be replaced at matching depth. The class of asphalt must be HMA Cl 1/2 inch as described in section 9.3.3.3 of this Rule and Standard Specification Section 5-04.
- 9.2.6 Joint Details: The following joint details are required in the restoration of rigid pavements:
- 9.2.6.1 Joint Layout Plan: SDOT may require a paving plan with concrete joint layouts. SDOT may require this for projects that pass through an intersection or extend for a city block or more.

- 9.2.6.2 Joint Types and Layouts: Transverse and longitudinal joints must be contraction or construction joints. Insofar as possible, joints must follow the existing layout. Joints must be placed parallel or at right angles to the centerline of the roadway, except for normal deviations necessary to accommodate manholes, vaults, and other features in the street right-of-way; in general, joints must approach these features at right angles. SDOT may require a pavement joint layout plan, as stated above. See Standard Specifications, Section 5-05.3(8) and Standard Plan No. 405.
- 9.2.7 Tie Bars and Load Transfer Dowel Bars: Longitudinal joint tie bars are required at the longitudinal joints of new concrete panels whenever two or more panels are replaced. Transverse joint load transfer dowel bars shall be required at the joints of new concrete panels whenever two or more panels are replaced, except on non-arterial streets in residential areas. See Standard Specification Section 5-05.3(10) and Standard Plan No. 405.
- 9.2.8 Retrofit of Tie Bars and Load Transfer Dowel Bars: If present in the existing pavement, dowel bars and tie bars shall be replaced between the newly placed slab and the existing pavement by drilling and epoxying bars of the type and spacing outlined in Standard Plan No. 405. The free end of the bar must have a parting compound, such as grease, applied to it. Refer to Standard Specifications Specification Section 5-05.3(10)A.
- 9.2.9 Protection of Existing Tie Bars and Load Transfer Dowel Bars: Newer rigid pavements on arterial, bus route, commercial, and industrial streets have typically been constructed with tie bars and dowel bars. To protect the adjacent panels, the bars must be severed by sawcutting at the panel joints before any pavement removal. Damage to an adjoining panel shall require its replacement.
- 9.2.10 Surface Smoothness: The surface of the pavement must meet the following tolerances when tested with a 10 foot straightedge as described in Standard Specification 5-05.3(12).
- Roadways and Alleys: 1/4 inch variance in ten feet.  
Concrete Bases: 3/8 inch variance in ten feet.
- The grade and smoothness in the gutter must be such that water does not pond. If the surface smoothness after curing exceeds the above tolerances, high spots must be ground until the surface meets the tolerances in the Standard Specifications. If surface smoothness tolerances are not satisfactorily met or correction would require the removal of greater than 1/2 inch of concrete, the affected panels must be removed and replaced.
- 9.2.11 Finish and Color: Pavement surface finish must be finished according to Standard Specification Section 5-05.3(11) and to match existing finish patterns as appropriate. Color must match the surrounding surface to the extent practicable.
- 9.2.12 Curing: Pavements must be cured according to Standard Specification 5-05.3(13), typically through the application of liquid membrane-forming concrete curing compound Type 2 and white polyethylene sheeting. CSS-1 or CRS-1 asphalt emulsion should be substituted as curing compound on concrete bases to ensure bond with the asphalt surfacing.



## 9.3 Flexible Pavement Restoration

- 9.3.1 General: Flexible pavements must be restored according to Standard Specification Section 5-04 and Standard Plan Nos. 401D, 402C, and 404a (Typical Patch for Flexible Pavement).
- 9.3.2 Placement of Materials: Any time a full lane of asphalt 50 feet or more in length is placed, the permittee must use hauling equipment, planing equipment, asphalt pavers, and rollers meeting the requirements of Standard Specification Section 5-04.3(3)B and C.
- 9.3.3 Flexible Pavement Section Depth: Flexible pavements must be restored using the sections outlined below. Alternative sections may be approved with a site specific pavement design provided that meets the design criteria in the Right-of-Way Improvements Manual.
  - 9.3.3.1 Base or Subbase: All asphalt must be placed over a minimum of 6 inches of compacted crushed rock (Mineral Aggregate Type 2) over compacted subgrade.
  - 9.3.3.2 Hot Mix Asphalt Depth: The HMA layer depth requirements by street type are:
    - 9.3.3.2.1 Bus Routes and Arterial Streets in Commercial or Industrial Areas: Thirteen inches total asphalt depth consisting of 2 inches of HMA Class 1/2 inch over 11 inches of HMA Class 1 inch, or match existing pavement thickness if greater.
    - 9.3.3.2.2 All Other Arterial Streets: Nine inches total asphalt depth consisting of 2 inches of HMA Class 1/2 inch over 7 inches of HMA Class 1 inch, or match existing pavement thickness if greater.
    - 9.3.3.2.3 Non-arterial Streets in Industrial or Commercial Areas: Nine inches total asphalt depth consisting of 2 inches of HMA Class 1/2 inch over 7 inches of HMA Class 1 inch, or match existing pavement thickness if greater.
    - 9.3.3.2.4 Non-arterial Residential Streets: Eight inches total asphalt depth consisting of 2 inches of HMA Class 1/2 inch over 6 inches of HMA Class 1 inch, or match existing pavement thickness if greater.
    - 9.3.3.2.5 Bituminous Surface Treated Streets: Three inches of HMA Class 1/2 inch or match existing pavement thickness if greater.

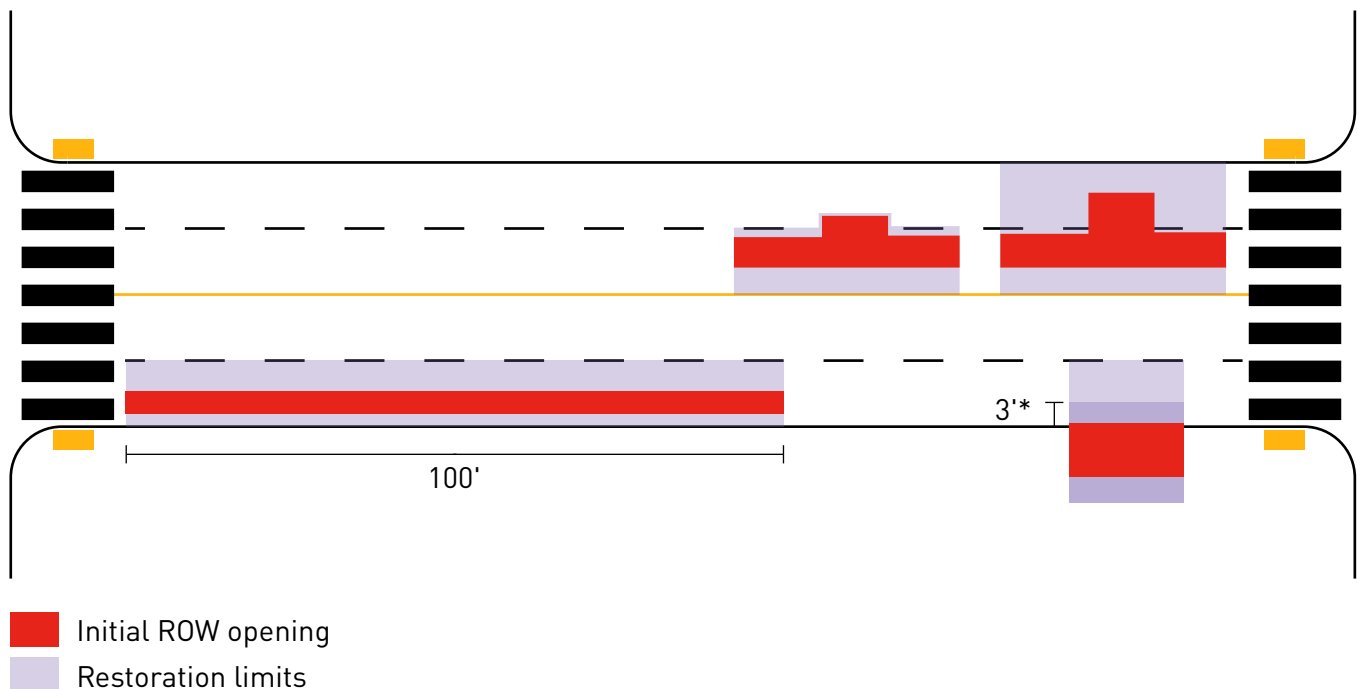
9.3.3.3 Hot Mix Asphalt Class: The asphalt must meet the mix design criteria outlined below and described in detail in Standard Specification Section 5-04 and summarized in Standard Plan Nos. 401 and 402.

Street classification	Hot mix asphalt (HMA) class
Arterial, commercial, and industrial streets	HMA Class 1/2 inch or 1 inch
Non-arterial residential streets	HMA Class 1/2 inch or 1 inch

In jobs less than 100 feet in length and only requiring small quantities, HMA Class 1/2 inch may be used instead of HMA Class 1 inch. Warm mix asphalt (WMA) may be used in place of HMA. All asphalt mixes must be a mix design that has been verified and approved by the SPU Materials Laboratory within the last twelve months.

#### 9.3.4 Flexible Pavement Restoration Limits:

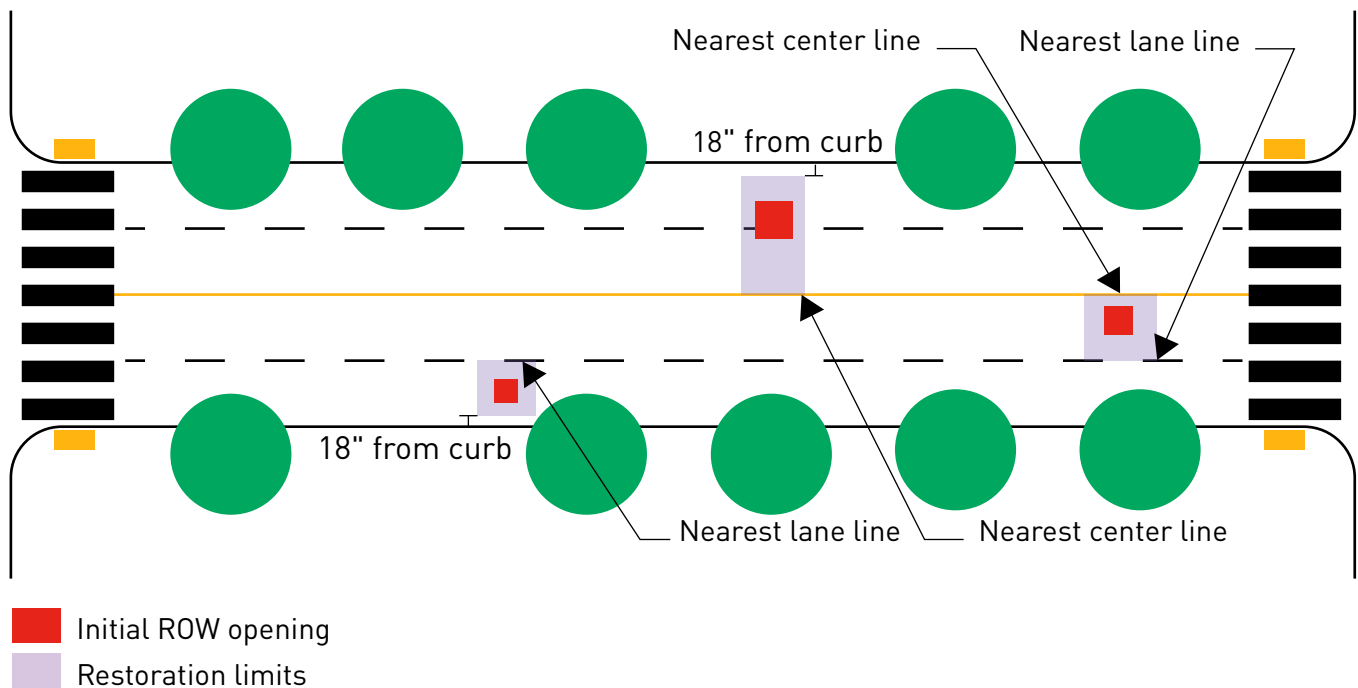
9.3.4.1 Openings 100 Feet or Longer: The minimum restoration requirement for openings 100 linear feet or longer is a full-lane-width plane and HMA overlay at 2 inch depth for all lanes affected. The paving work must conform to the requirements of Standard Specification Section 5-04. Tee cuts into the next adjacent lane will required full lane restoration if the tee cut is more than 25% of the larger cut. Non-arterial streets that are identified as BST are exempt from the full-lane requirement.



\*3' max pavement restoration on non-arterial street or arterial street with on-street parking. On arterial streets without on-street parking, restore to lane line.

9.3.4.2 Pavement Adjacent to Curb and Sidewalk: When a curb and sidewalk is being restored, the maximum width of adjacent pavement restoration may be 3 feet, regardless of length, provided that the street is classified as a non-arterial street, or the work is entirely within a designated parking lane.

9.3.4.3 Minimum Patch Size: On flexible pavements, the cut must be expanded to a minimum dimension of 6 feet in the longitudinal and to the nearest lane centerline, lane line or 18 inches from the curb.



9.3.4.4 For streets identified in failed condition (based on the MTC rating methodology): The minimum cut size shall be determined by the dimensions of the excavation plus the zone of influence only.

9.3.4.5 Cored Holes: Auger or core holes in pavement may be necessary to gather information on soils and right-of-way infrastructure. Holes in pavement up to 12 inches in diameter that are drilled with an auger and then filled and sealed by the permittee or contractor are exempted from the restoration area requirements of this Rule except for the following requirements. Auger holes must be filled with an approved CDF mixture to the top of the subgrade or as required by Department of Ecology, and the pavement structure must be restored in-kind. Exceptions require the permission of SDOT.

9.3.5 Preleveling: When a surface of the existing pavement or base is irregular, it must be brought to a uniform grade and cross section by preleveling. Refer to Standard Specification Sections 5-04.3(4)B2, 5-04.3(8) and 5-04.3(9)A

- 9.3.6 Placement and Compaction: Asphalt must be placed in lifts as described in Standard Specification Section 5-04.3(8) and summarized below:

Material	Maximum Compacted Lift Thickness
Base Course (HMA Class 1/2 inch or 1 inch)	0.35 feet (4.2 inches)
Surface Course (HMA Class 1/2 inch)	0.25 feet (3.0 inches)

Asphalt must be compacted to a relative density minimum of 92 percent of the reference maximum density. The completed course must be free from segregation, ridges, ruts, humps, depressions, objectionable marks, and irregularities. Reference Standard Specification Section 5-04.3(9).

- 9.3.7 Surface Smoothness: The completed surface of the final wearing course must not vary more than 1/8 inch from the lower edge of a 10 foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course must vary not more than 1/4 inch in 10 feet from the rate of transverse slope shown on the drawings. When deviations in excess of, but not more than twice, the above tolerances are found, the pavement surface may be ground with an acceptable machine. The corrected deviation must be sealed according to Standard Specification Section 5-04.3(18). Areas where the pavement deviates by more than twice the allowable tolerances described above must be removed and replaced. Where SDOT determines grinding does not allow for an acceptable repair, removal and replacement of the surface course of asphalt concrete shall be required.

## 9.4 Stone Block Streets

- 9.4.1 General: Stone block streets are shown in the following map:

<http://seattlecitygis.maps.arcgis.com/apps/webappviewer/index.html?id=49903b3dfa0e4eeb87d12ff9a8ec5cac>

The condition is also noted in the map. Those rated in condition 4 or 5 must be preserved and must be restored in-kind. Stone block streets with a condition rating of less than 4 may be restored according to the rigid pavement restoration requirements, with a matching stamp pattern.

- 9.4.2 Mortared Paving Materials: Bricks, cobblestones, or pavers must be removed to a joint with the intent of salvaging as many units as possible unless SDOT indicates there is no requirement to reuse the material. Do not cut or break the materials.
- 9.4.3 Source of Supply: The permittee or contractor must verify whether a source of replacement material exists and must be prepared to submit samples and other information for approval as requested by SDOT or others. If original, matching materials cannot be located, the permittee or contractor must submit an alternative restoration plan to SDOT.

- 9.4.4 Photographic Documentation: SDOT may require that the permittee or contractor photograph the existing decorative treatment or special treatment surfaces before beginning work to aid in restoring the area to an in-kind condition.
- 9.4.5 Disposition of Salvaged Bricks, Cobblestones, Pavers, and Granite Curbs: Salvaged materials must be reused in the restoration unless otherwise approved by the SDOT Director. Salvaged materials not used in the restoration remain SDOT's property. The materials must be returned to a place specified by SDOT Maintenance and Operations Division. The material must be free of soil, stacked on a pallet and shrink wrapped and delivered to the location identified by SDOT Maintenance and Operations. Contact Maintenance and Operations at (206) 386-1218 to coordinate return. Their disposition shall be at the direction of the SDOT Director (see Standard Specifications, Section 2-02.3(7)E). SDOT will provide a receipt of materials upon delivery of the materials to the determined location.

## **9.5 Sidewalk and ADA Curb Ramp Restoration**

- 9.5.1 Standard Portland Cement Concrete Sidewalks: The construction of Portland cement concrete sidewalks is detailed in Standard Specification Section 8-14 and Standard Plan Nos. 400, 420, 421, 422a, 422b, 422c, 424, 430, and 431.
- 9.5.2 Sidewalk Depth: Sidewalks must be constructed to the thicknesses specified in Standard Plan Nos. 420, 421, 422a, 422b, 422c, 430, and 431. In general, Portland cement concrete sidewalks must be poured a minimum of 3.5 inches thick. Residential driveway landings must be 6 inches thick and commercial driveways and alley landings must be 8 inches thick
- 9.5.3 Sidewalk Removal and Restoration Limits: Full concrete panel replacement shall be required on concrete sidewalks according to the rigid pavement guidelines of this Rule. In the case of sidewalks without existing joints, the sidewalk panel shall be a maximum of 15 feet.
- 9.5.4 Sidewalks Over Areaways: Especially in the Central Business District and in historic districts, the permittee or contractor must be mindful that a sidewalk may be over or adjacent to an areaway. Public and private authorities and responsibilities for areaways are addressed in SMC 15.04.015 and 15.08.010. Wherever this is a concern, the permittee or contractor must contact SDOT.
- 9.5.5 Asphalt Walkways and Trails: Asphalt walkways must be replaced full width. Asphalt walkway removal and restoration requirements must follow the flexible pavement guidelines in Section 9.3.3. The minimum asphalt walkway restoration section must be 2 inches of commercial HMA Cl 1/2 inch or 3/8 inch over a base of 4 inches of Mineral Aggregate Type 1 or 2. Bicycle trails must be 3 inches of commercial HMA Cl 1/2 inch or 3/8 inch over a base of 4 inches of Mineral Aggregate Type 1 or 2. Vehicle crossings must meet the flexible pavement cross-section requirements in Section 9.3.

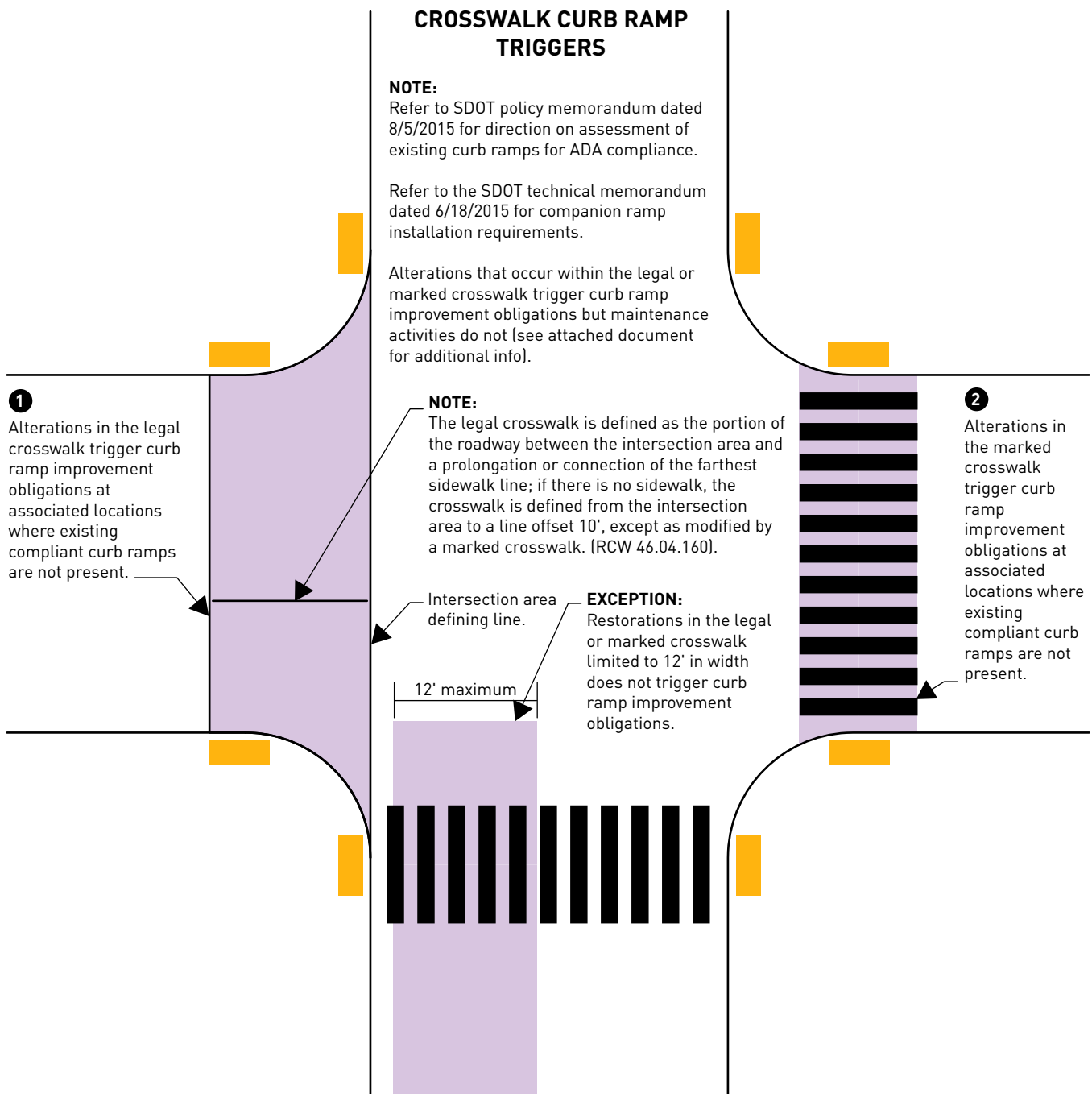
- 9.5.6 ADA Curb Ramps: Curb ramp must be designed by a professional engineer, meet current ADA requirements, and match Standard Plans 422a, 422b, and 422c as closely as possible. Construction must be according to Standard Specification 8-14. If the design cannot meet all requirements, a licensed engineer must submit document showing the ADA ramp meets the requirements to the maximum extent feasible. The maximum extent feasible template can be found in the Right of Way Improvements Manual.

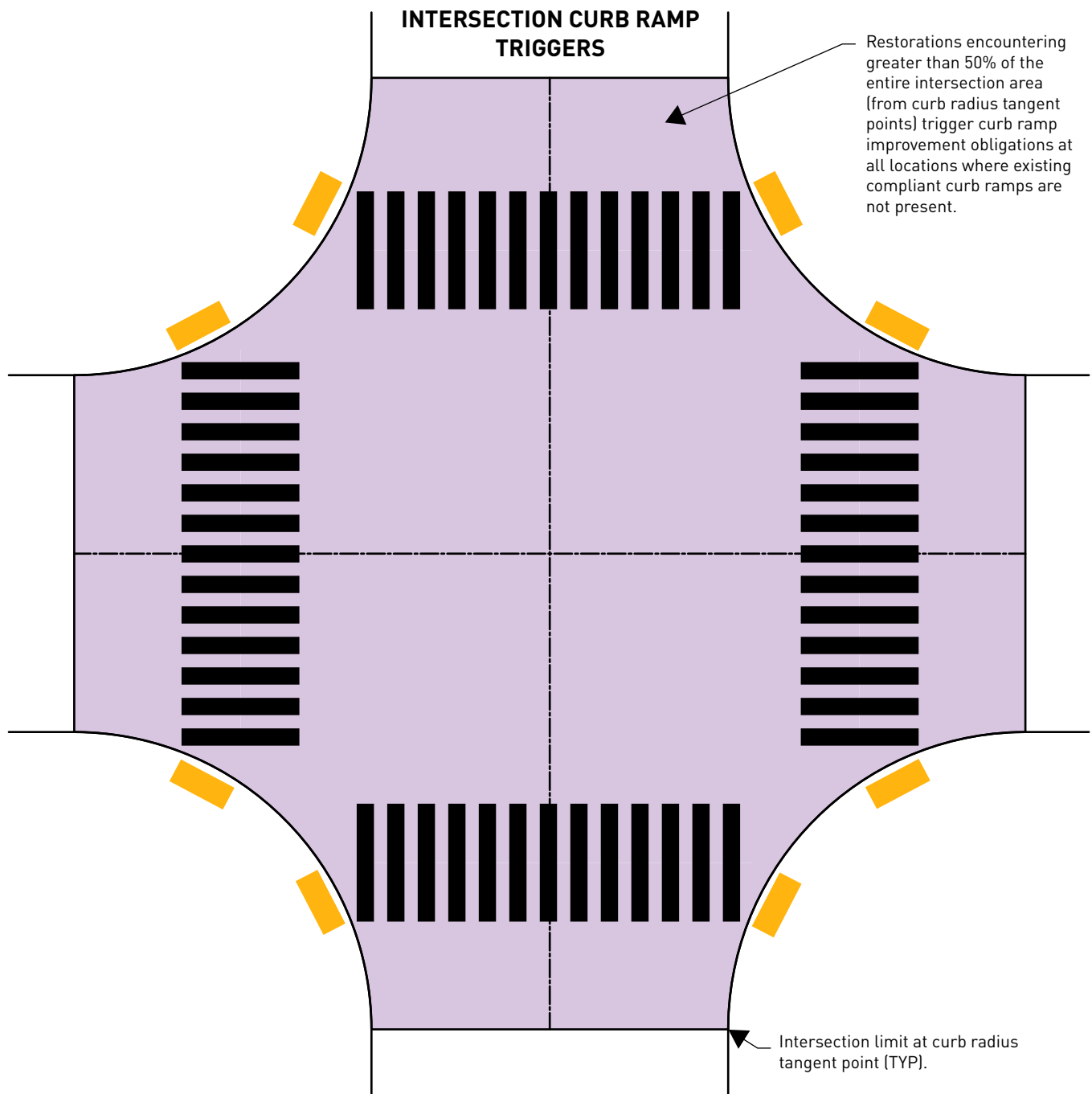
#### 9.5.6.1 ADA Curb Ramp Installation Requirements

- 9.5.6.1.1 Whenever a curb ramp is damaged or removed, the ramp is to be replaced with a new ramp that meets current federal ADA requirements. If no curb ramp currently exists, the area should be treated as a non-compliant ramp for the purposes of determining restoration requirements. New ADA compliant ramps are required if the restoration meets any of the following requirements.
- 9.5.6.1.2 Where at grade and above ground infrastructure is being replaced in-kind, it is acceptable to omit curb ramp improvements if the restorations do not impact the adjacent curb ramp run, landing, or side flares. A plan must be submitted demonstrating that any infrastructure placed shall not preclude the provision of a future compliant curb ramp.
- 9.5.6.1.3 Alterations in the marked or legal crosswalk trigger curb ramp improvements at associated locations where existing compliant curb ramps are not present.
  - 9.5.6.1.3.1 Restoration in the legal or marked crosswalk limited to 12 feet in width do not trigger curb ramp improvements.
- 9.5.6.1.4 All curb ramps at the intersection must be ADA compliant when a restoration impacts more than 50 percent of the entire intersection.
- 9.5.6.1.5 An ADA compliant curb ramp is required where restorations occur behind the curb radius and compliant curb ramps are not provided.
- 9.5.6.1.6 If a restoration includes removing and replacing one feature of a curb ramp, it is acceptable to omit reconstructing the undisturbed curb ramp features, provided that those features comply with current ADA standards.
- 9.5.6.1.7 If the scope of the work only includes constructing one curb ramp, it is acceptable to omit constructing the adjacent curb ramp at a large curb radii if the new construction does not impact the adjacent curb ramp run, landing, or side flares.

9.5.6.1.7.1 At large curb radii, it is acceptable to limit curb ramp improvements to one ramp if the restorations are contained within half of the area behind the curb radius and the restorations do not impact the adjacent curb ramp run, landing, or side flares.

9.5.6.1.8 A companion ramp is required if one does not exist per RCW 35.68.075(3).







**1**

Where restorations occur behind the curb radius (from tangent point to tangent point) and curb ramps are not provided, it is required to build both associated curb ramps.

**2**

Any restorations behind the curb radius (from tangent point to tangent point) trigger curb ramp improvement obligations where existing curb ramps are not compliant; work at smaller curb radii generally impacts two ramp locations.

**EXCEPTION:**

If a restoration includes the removal and replacement of one feature of a curb ramp (e.g. the landing), it is acceptable to omit reconstructing the undisturbed curb ramp features provided that those features comply with current standard details, including the provision of a detectable warning surface.

**EXCEPTION:**

At large curb radii, it is acceptable to limit curb ramp improvements to one ramp if the restorations are contained within half of the area behind the curb radius and the restorations do no impact the adjacent curb ramp run, landing, or side flares.

**EXCEPTION:**

If the scope of the work includes only the construction of 1 curb ramp, it is acceptable to omit construction of the adjacent curb ramp at large curb radii if new construction does not impact the adjacent curb ramp run, landing, or side flares.

**NOTE:**

At raised intersections or at locations where the street and sidewalk or pedestrian surface are flush (e.g. asphalt sidewalks or shoulders without curbs), alterations that trigger curb ramp improvement obligations would require that adequate detectable warning surfaces are provided as well as turning spaces (if necessary). These locations should be reviewed on a case-by-case basis for an adequate accessibility improvement.

acceptable to omit curb ramp improvements if the restorations do no impact the adjacent curb ramp run, landing, or side flares. A plan must be submitted demonstrating that any infrastructure placed will not preclude the provision of a future compliant curb ramp.

Where at grade and above ground infrastructure is being replaced in kind, it is acceptable to omit curb ramp improvements if the restorations do no impact the adjacent curb ramp run, landing, or side flares. A plan must be submitted demonstrating that any infrastructure placed will not preclude the provision of a future compliant curb ramp.

Where restorations occur behind the curb radius (from tangent point to tangent point) and curb ramps are not provided, it is required to build both associated curb ramps.

Any restorations behind the curb radius (from tangent point to tangent point) trigger curb ramp improvement obligations where existing curb ramps are not compliant; work at smaller curb radii generally impacts two ramp locations. \_\_\_\_\_

If a restoration includes the removal and replacement of one feature of a curb ramp (e.g. the landing), it is acceptable to omit reconstructing the undisturbed curb ramp features provided that those features comply with current standard details, including the provision of a detectable warning surface.

At large curb radii, it is acceptable to limit curb ramp improvements to one ramp if the restorations are contained within half of the area behind the curb radius and the restorations do no impact the adjacent curb ramp run, landing, or side flares. \_\_\_\_\_

If the scope of the work includes only the construction of 1 curb ramp, it is acceptable to omit construction of the adjacent curb ramp at large curb radii if new construction does not impact the adjacent curb ramp run, landing, or side flares.

At raised intersections or at locations where the street and sidewalk or pedestrian surface are flush (e.g. asphalt sidewalks or shoulders without curbs), alterations that trigger curb ramp improvement obligations would require that adequate detectable warning surfaces are provided as well as turning spaces (if necessary). These locations should be reviewed on a case-by-case basis for an adequate accessibility improvement.

## 9.6 Green Stormwater Infrastructure Restoration

- 9.6.1 General: Green stormwater infrastructure (GSI) mimics natural ecological function by cleaning, slowing, detaining, and infiltrating runoff. This section assists engineers, inspectors, permittees, and contractors in determining when these features are present in the right-of-way. GSI features must be restored in-kind to their original design and specifications, to the extent practicable. Restoration must be according to guidelines established by SPU, Seattle's lead agency on stormwater and GSI.
- 9.6.2 Bioretention Facilities
- 9.6.3 General: The following requirements apply to all facilities. Restoration must be according to an existing as-built plan, or a cross-section established by SPU. The most current design guidelines for bioretention can be found in the City of Seattle Right-of-Way Improvements Manual. Non-standard facility restoration must be reviewed and approved, before the start of any excavation or removal. Bioretention facilities are drainage structures and must be restored so their infiltration characteristic are preserved. During construction, debris and sediment must be contained to protect the infiltrating area and surrounding surface from clogging. All bioretention or rain garden facilities must be restored according to the plant list in the City of Seattle Stormwater Manual, Volume 3, Appendix E Green Factor Plan List found here:

[www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web\\_informational/p2358283.pdf](http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/p2358283.pdf)

- 9.6.4 Photographic Documentation: SDOT may, in order to aid in restoring the area and facility to an in-kind condition, require that the permittee or contractor photograph the existing facility before beginning work.
  - 9.6.4.1 Vegetation: Vegetation must be of similar size, height, and density; and provide in-kind coverage over the disturbed area.
  - 9.6.4.2 Watering Replaced Vegetation: All new vegetation must be irrigated for one year post installation and any disturbed and or stressed vegetation must be watered during any dry periods to maintain the life of the vegetation.
  - 9.6.4.3 Infiltrating, Non-infiltrating Bioretention and Biofiltration Facilities: Standard bioretention facilities must be restored to their original design and specifications, to the extent practicable. Materials must be according to Standard Specification 7-21, unless otherwise noted on the original design and specifications.
  - 9.6.4.4 Underdrains: Underdrain pipes must be restored in-kind. Restoration must be according to Standard Plan Number 281.
  - 9.6.4.5 Non-standard infiltrating and non-infiltrating bioretention facilities: Non-standard facilities must be restored to their original design and specifications to the extent practicable. Restoration plans must be reviewed and approved, before the start of any excavation or removal.

- 9.6.4.6 Structural Systems: Restoration must be according to manufacture specifications and approved before beginning construction.
- 9.6.4.7 Vertical Walls: Vertical walls must be approved before beginning construction, to ensure proper restoration.
- 9.6.4.8 Underground Injection Control Facilities: Mandatory erosion control near these systems must be reviewed and approved before beginning work and all work near these facilities should be avoided.
- 9.6.4.9 Liners: Impermeable liners must be restored according to the manufacturer's specifications.
- 9.6.5 Permeable Sidewalk and Roadway Pavements: Porous pavements are drainage structures and must be restored so that their infiltration characteristics are preserved. During construction, dirt and sediment must be contained to protect the surrounding surface from clogging.
  - 9.6.5.1 Permeable Surfaces: Permeable surfaces must be restored according to standard plans and specifications. See Standard Plans 400 Series: Street Paving & Appurtenance; Standard and Specifications Division 5: Surface Treatments and Pavements.
  - 9.6.5.2 Permeable Facilities: Porous pavements facilities must be restored to their original design and specifications, to the extent practicable. Restoration plans must be submitted and approved before permit issuance.

## **9.7 Other Right-of-Way Elements**

### **9.7.1.1 Alleys**

- 9.7.1.1.1 Rigid Pavement Alleys: Portland cement concrete alleys must be restored as rigid pavements (Section 9.2 of this Rule). Pavement depth must be as shown in Standard Plan No. 403, 6 inches thick for residential traffic or 8 inches thick for commercial traffic or match existing pavement depth if greater.
- 9.7.1.1.2 Flexible Pavement Alleys: Asphalt/flexible base or Chip Seal (BST) alleys must be restored as non-arterial, residential streets (Section 9.3 of this Rule). Asphalt concrete alley pavement thickness shall be as outlined for non-arterial, residential streets (section 9.3.3.2.4 of this Rule), a minimum 8 inches total asphalt depth consisting of 2 inches of HMA Class 1/2 inch over 6 inches of HMA Class 1 inch, or match existing pavement thickness if greater..

- 9.7.1.1.3 Gravel or Dirt Alleys and Streets: Untreated road or alley surfaces (crushed rock, gravel, oil mat surfaces, or unimproved surfaces) must be resurfaced with a minimum of 4 inches of Mineral Aggregate Type 1 or other approved material according to Standard Specifications, Section 4-04.3(13), and then treated with a dust palliative (such as CMS-2) according to Standard Specifications, Section 4-04.3(12).
- 9.7.2 Unimproved Road Shoulders: Unimproved road shoulders must be restored with crushed rock (Mineral Aggregate Type 1) to a compacted depth of 4 inches.
- 9.7.3 Driveway Landings: Driveway landings are integral elements of the street right-of-way and must be restored according to Standard Plan Nos. 430 and 431, Standard Specifications, Sections 8-14 and 8-19, and according to the rigid pavement restoration standards in section 9.2 of this Rule. Driveway landings must not be left in three pieces (the utility restoration counts as one piece). As shown on Standard Plan Nos. 430 and 431, concrete driveway landings must be 6 inches thick for residential traffic or 8 inches thick for commercial traffic or match existing pavement depth if greater.
- 9.7.4 Traffic Circles: Traffic circles must be restored in-kind.
- 9.7.5 Decorative Treatments and Special Pavement: Seattle has sidewalk, gutter, alley, street, curb, and other public areas with decorative or special surface treatments. In general, these areas must be restored in-kind. Exceptions and substitutions may be allowed with SDOT's approval, and may also require other approvals (such as restorations within historic districts, restorations over areaways, or restorations where the Seattle Arts Commission or local community associations have approved decorative treatments).
  - 9.7.5.1 Source of Supply: The permittee or contractor must verify whether a source of replacement material exists and must be prepared to submit samples and other information for approval as requested by SDOT or others. If original, matching materials cannot be located, the permittee or contractor must submit an alternative restoration plan to SDOT.
  - 9.7.5.2 Photographic Documentation: SDOT may require that the permittee or contractor photograph the existing decorative treatment or special treatment surfaces before beginning work, to aid in restoring the area to an in-kind condition.
- 9.7.6 Signal Loops, Pavement Markings, and Other Traffic Operations Appurtenances: If the excavation damages or removes any traffic operations features, then the permittee or contractor is responsible for costs associated with restoring those features. Signal, sign, and marking restorations shall ordinarily be undertaken by SDOT. The Permittee must contact the SDOT Transportation Operations Division to complete the work. All work completed by SDOT shall be billed to the Permittee. The Standard Specifications Sections for traffic operations appurtenances are 8-08, 8-10, 8-21, 8-22, 8-30, 8-31, 8-32, and 8-33.

- 9.7.7 Restoring and Adjusting Castings and Survey Monuments: The permittee or contractor must adjust castings according to Standard Specifications, Section 7-20 at no cost to the City. Castings, such as drainage inlets, maintenance holes, valve chambers, and meter boxes must be adjusted to finish grade before construction of the final surface course (See Standard Specifications, Section 5-04.3(8)A). Any casting or lid that is worn or broken must be replaced before installing the final surface.
- 9.7.8 Unimproved, or Landscaped Areas and Planting Strips: When working in areas identified or serving as natural open space, or in a planted or otherwise improved landscape area of the street right-of-way, the work must be conducted in a manner that minimizes removal or damage to vegetation and all associated improvements. The subsurface restoration must be completed in a manner that enables the vegetation to continue to grow, and is as similar to the surrounding area as possible. To match the existing material, the excavation may need to be brought to grade with a combination of crushed rock or native material, and then finished with topsoil, permeable growing materials, or mulch. Landscape materials must conform to the standards in Standard Specification Section 9-14.
- 9.7.9 Private Improvements: Private improvements in the street right-of-way, such as plantings, irrigation systems, paving treatments, and driveways must be safeguarded from damage or restored in-kind. Where trees and shrubs are irreparably harmed, restoration must be completed according to Standard Specifications, Section 1-07.16(2). The SDOT Arborist may be consulted for plant restoration information, call 206-684-5047.
- 9.7.10 Drainage, Erosion Control and Designated Environmental Critical Areas: Restorations in the street right-of-way must be in-kind and must not adversely affect the drainage features of the roadway from the condition that existed before construction. Erosion and sediment controls must comply with section 3.2 of this Rule. Vegetation restoration must be in-kind, unless the SDOT Director has approved otherwise. Where restoration is undertaken in an area designated as an Environmentally Critical Area in SMC Chapter 25.09, then policies and regulations of that chapter must also apply.

# APPENDIX A. PAVEMENT MORATORIUM WAIVER REQUEST



# PAVEMENT MORATORIUM WAIVER REQUEST

To preserve the City's assets and reduce disruption to the traveling public, five-year pavement moratoriums shall be placed on streets that have been resurfaced or reconstructed (SMC 15.32.050 (E)) If a project seeks to disturb a moratorium street this form will need to be filled out by the applicant and submitted to SDOT for review.

## 1 PROJECT SUMMARY

Permit Site Address:		
Street Name:	From:	To:
Anticipated Start:		

## 2 NAME & CONTACT INFORMATION

Contact Name:	
Agency:	
Phone:	Email:

### Pavement Moratorium Information (to be completed by Street Use ONLY)

Moratorium Start Date:
Moratorium Expire Date:
Pavement Type:
Block Description:

## 3 PROJECT DESCRIPTION

Please provide a description of work. Attach project plans, schedule, scope and any other additional information that could be helpful in determining the moratorium waiver.

--

**PROJECT EXEMPTION**

Please check the appropriate box if the project is exempt per SMC 15.32.050(E)

- ☐ Emergency repairs that could not have been anticipated or are necessary for the protection of the public's health and safety.
- ☐ New or revised service connections and associated construction work that have been requested by a utility's customer.
- ☐ Work necessary to ensure continued service delivery to an agency's or utility's existing customer.
- ☐ Work for which the City's denial of a permit would violate local, state, or federal law.

**PROJECT BACKGROUND** (Supportive background information documenting why the project could not have been constructed prior to the street resurfacing)

**PROJECT IMPACTS** (Describe the negative impacts that could occur if the moratorium waiver is not granted)

**PROJECT ALTERNATIVES** (Describe the alternative(s) considered to disturbing new pavement for this project)

**ALTERNATIVE RESTORATION** (Please attached a ROWIM deviation request form if you are proposing an alternative restoration)



**Determination (to be completed by SDOT ONLY)**

☐ Exempt    ☐ Approved    ☐ Denied

**Permit Services Manager:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ **Moratorium Waiver Approval (applicable for non-exempt projects only)**

☐ Additional permit conditions:

\_\_\_\_\_

Pavement Management Engineer:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

☐ **Moratorium Waiver Denied\***

Reason:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*If you would like to appeal the decision, you may submit a request to the Director of SDOT to review the decision per SMC 15.04.112.

Approval of a moratorium waiver may require submittal of updated project plans and scope to accurately reflect the level of restoration required as a condition of the grant of waiver.



The Seattle Department of Transportation  
700 5th Avenue, Suite 3800  
PO Box 34996  
Seattle, WA 98124-4996  
(206) 684-ROAD (7623)  
[www.seattle.gov/transportation](http://www.seattle.gov/transportation)



**Seattle**  
Department of  
Transportation

**ATTACHMENT B.4**

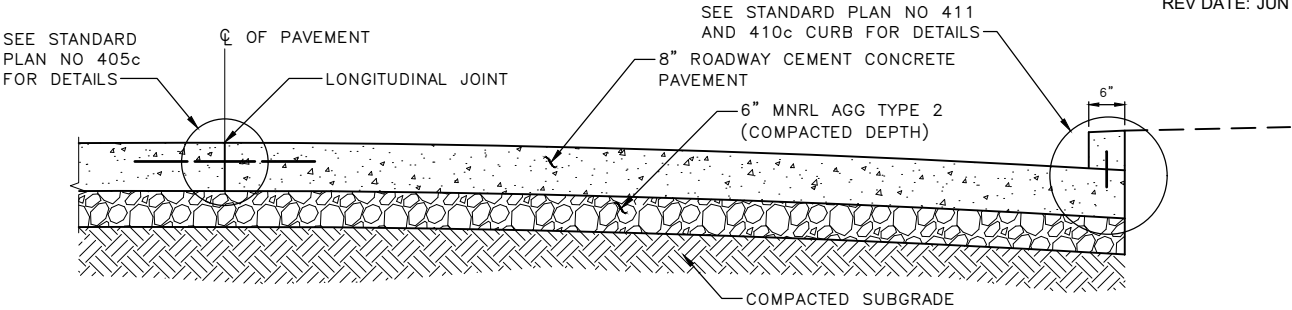
**COS STANDARD SPECIFICATIONS for  
ROAD, BRIDGE, and MUNICIPAL CONSTRUCTION**

Click the below link for accessing COS STANDARD SPECIFICATIONS FOR ROAD, BRIDGE,  
AND MUNICIPAL CONSTRUCTION 2023 EDITION

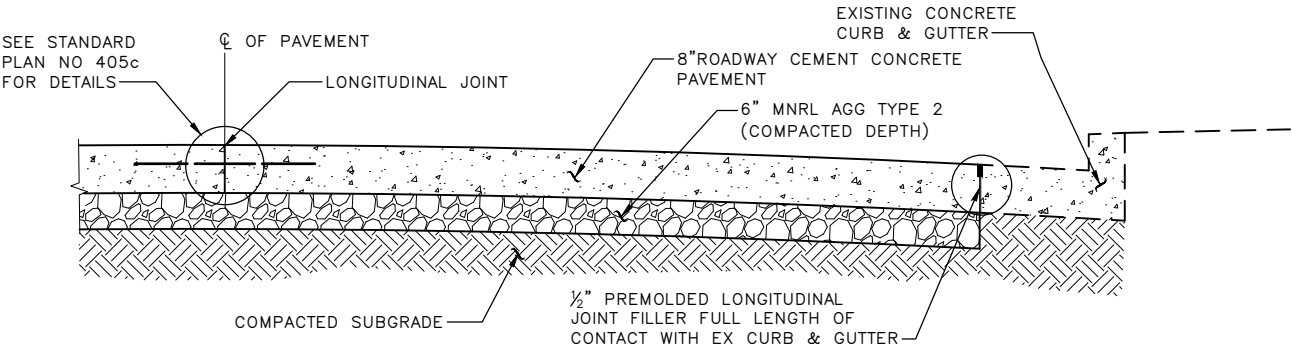
[2023-Standard-Specifications.pdf](#)

**ATTACHMENT B.5**

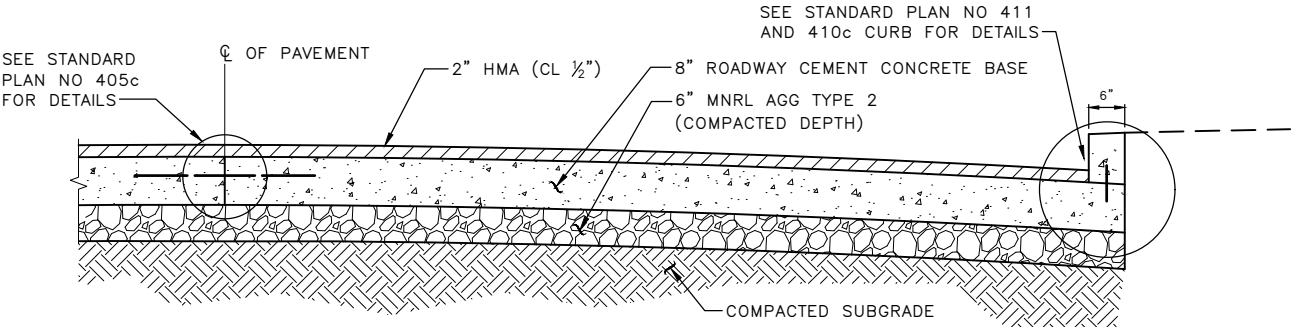
**2023 CITY OF SEATTLE (COS)  
STANDARD PLANS  
FOR MUNICIPAL CONSTRUCTION**



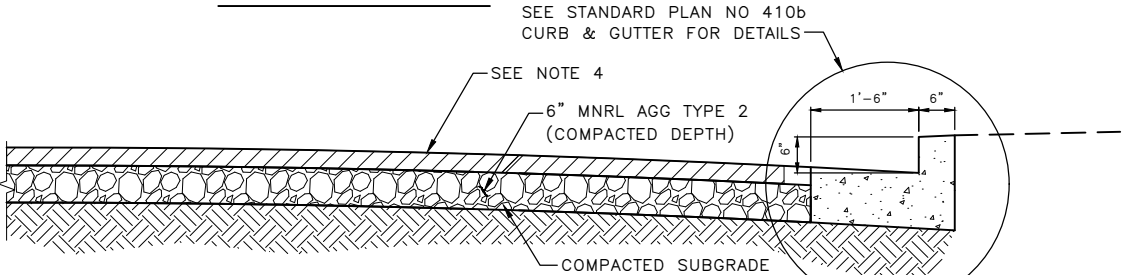
401A-ROADWAY CEMENT CONCRETE PAVEMENT ON CRUSHED ROCK



401B-ROADWAY CEMENT CONCRETE PAVEMENT ON CRUSHED ROCK WITH EXISTING CURB & GUTTER



401C-HOT MIX ASPHALT ON ROADWAY CEMENT CONCRETE BASE ON CRUSHED ROCK



401D-HOT MIX ASPHALT ON CRUSHED ROCK

- HMA DESIGN CRITERIA:
- 1. 3 MILLION ESAL'S UNLESS OTHERWISE SPECIFIED IN CONTRACT DOCUMENTS
  - 2. ASPHALT PG 58H-22 UNLESS OTHERWISE SPECIFIED IN CONTRACT DOCUMENTS
  - 3. WARM MIX ASPHALT MAY BE USED IN PLACE OF HMA WHERE SHOWN ON THE DRAWINGS
  - 4. PAVEMENT DEPTH MUST BE 3" HMA (CL 1/2") WHEN REPLACING BITUMINOUS SURFACE TREATED RESIDENTIAL STREETS OR 2" HMA (CL 1/2") OVER 6" HMA (CL 1") FOR ALL OTHER RESIDENTIAL STREETS.
  - 5. PROTECT ADJACENT PANELS FROM DAMAGE DUE TO UNDERMINING DURING EXCAVATION & PLACEMENT OF SUBGRADE. SEE SPEC SECTION 1-07.13.

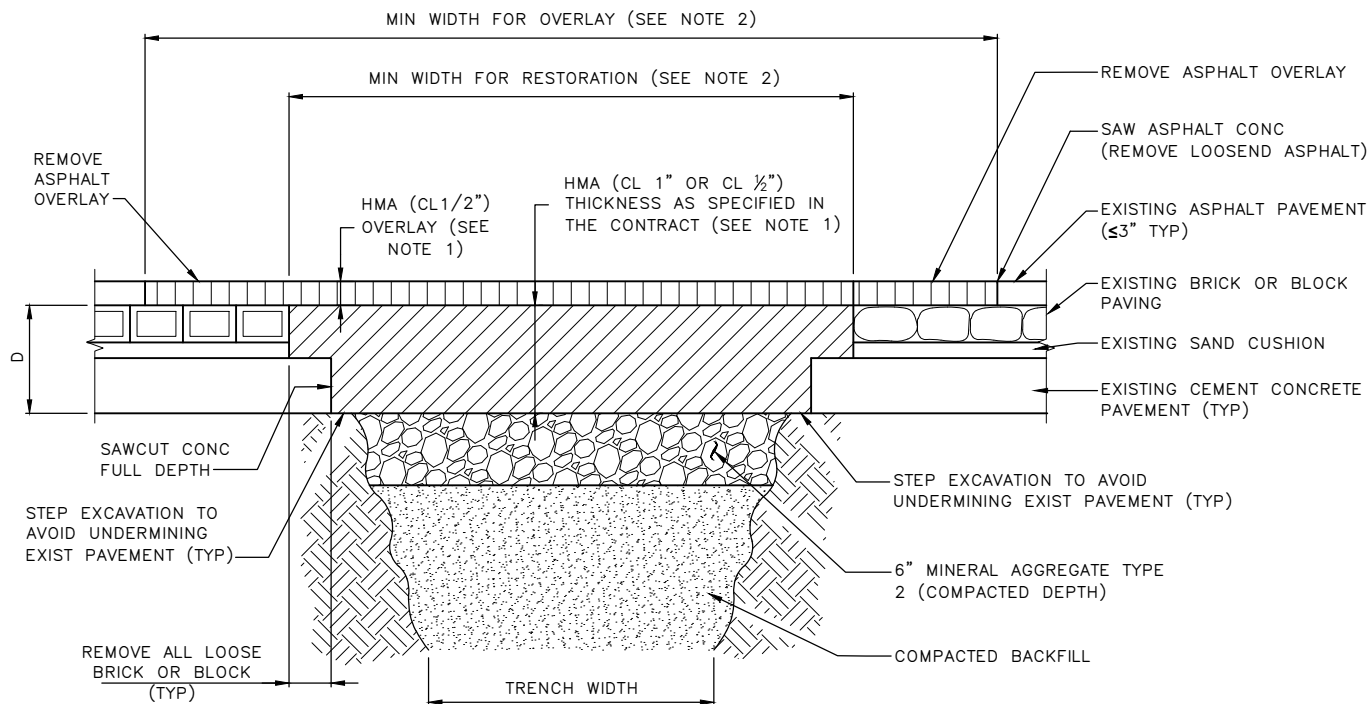
REF STD SPEC SEC 4-04, 5-04, 5-05, 8-04



City of Seattle

NOT TO SCALE

RESIDENTIAL PAVEMENT SECTIONS



HOT MIX ASPHALT OVER SHEET ASPHALT, BRICK, OR STONE BLOCK PAVEMENT  
HALF SECTION

1. DEPTH OF RESTORATION MUST MEET THE REQUIREMENTS OF THE "RIGHT OF WAY OPENING AND RESTORATION RULES".
2. WIDTH OF RESTORATION MUST EXTEND TO FULL PANEL WIDTH, OR AS REQUIRED IN THE "RIGHT OF WAY OPENING AND RESTORATION RULES" FOR OVERSIZED OR NON-STANDARD PANELS.

REF STD SPEC SEC 2-02, 5-04, 5-05

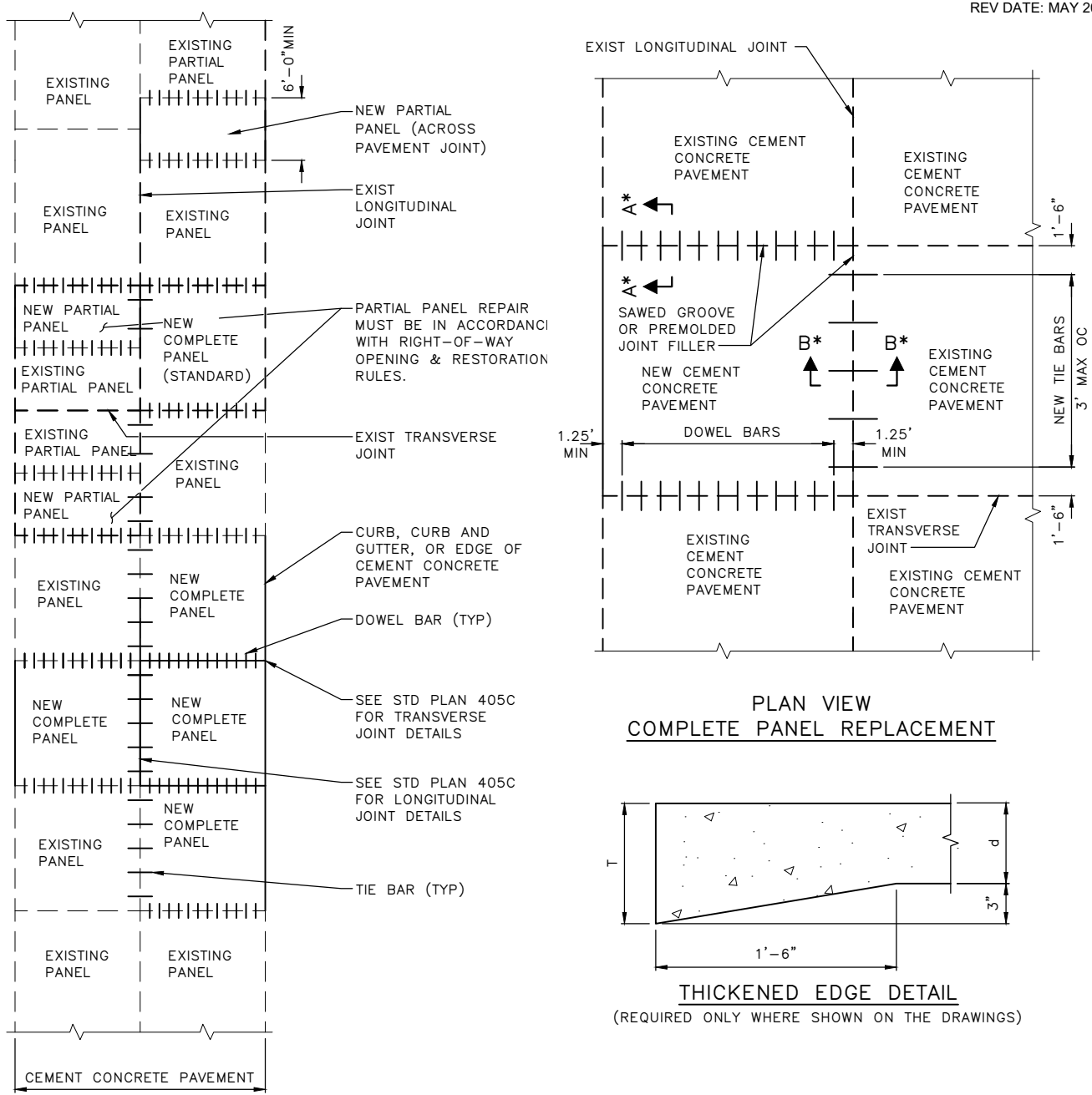


City of Seattle

NOT TO SCALE

PAVEMENT PATCHING





- NOTES**
1. INSTALL TIE BARS ALONG LONGITUDINAL JOINT BETWEEN FULL PANEL REPLACEMENT AND EXIST CEMENT CONC PAVEMENT. TIE BARS ARE NOT INSTALLED BETWEEN CEMENT CONC PAVEMENT AND HOT MIX ASPHALT SHOULDERS.
  2. TIE BARS AND DOWELS ARE NOT REQUIRED:
    - 2.1. WHEN INDICATED ON THE DRAWINGS BY "NO TIE BARS" OR "NO DOWEL BARS".
    - 2.2. WHEN EXISTING PAVEMENT IS 8" OR LESS OR WHEN THE ENGINEER DETERMINES THE EXISTING CONC NOT TO BE COMPETENT.
  3. DO NOT PLACE LONGITUDINAL JOINTS OR SKEWED JOINTS WITHIN BIKE LANES.
  4. WHEN PAVING ADJACENT TO EXISTING PANELS, THE NEW TRANSVERSE JOINTS MUST BE PLACED TO MATCH JOINT LOCATIONS OF THE EXISTING ADJACENT PAVEMENT UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE STD PLAN NO 405C FOR MAXIMUM TRANSVERSE JOINT SPACING.
- A\* SEE SECTION A-A STANDARD PLAN 405b  
 B\* SEE SECTION B-B STANDARD PLAN 405b

**ATTACHMENT B.6**

**SEATTLE DEPARTMENT OF TRANSPORTATION (SDOT)  
TRAFFIC CONTROL MANUAL**

Please click on the below LINK to access SDT TRAFFIC CONTROL MANUAL

[2024\\_Traffic\\_Control\\_Manual.pdf](#)

## **ATTACHMENT B.7**

### **SITE PICTURES**

## Picture 1





**Picture 2**



**ATTACHMENT C .1**

**PREVAILING WAGE RATES**

**HUD-52158**  
**Maintenance Wage Rate Determination**

**U.S. Department of Housing and Urban Development**  
**Office of Davis-Bacon and Labor Standards**

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

<b>Agency Name:</b> Seattle Housing Authority 101 Elliott Ave W Seattle, WA 98119	<b>DBLS Agency ID No:</b> WA002A	<b>Wage Decision Type:</b> <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	<b>Effective Date:</b> January 1, 2025	<b>Expiration Date:</b> December 31, 2026

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (Public Housing Agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

**MELANIE HERTEL** Digitally signed by MELANIE HERTEL  
Date: 2024.12.23 07:41:13 -08'00'

12/23/2024

**DBLS Staff Signature**

**Date**

Melanie Hertel, LSS

**Name and Title**

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Asphalt Raker	\$39.06	\$20.29
Brick Mason	\$51.15	\$22.92
Carpenter	\$37.82	\$22.16
Drywall Installer	\$39.27	\$20.33
Drywall Taper	\$38.38	\$20.14
Electrician	\$47.74	\$24.35
Elevator Mechanic	\$66.90	\$26.34
Engineer	\$64.04	\$25.10
Fence Installer	\$22.92	\$16.78
Floor Coverer	\$25.48	\$20.84
Furnace Installer	\$38.00	\$20.06
Glazier	\$36.41	\$22.16
Laborer	\$29.73	\$19.85
Landscaper	\$24.15	\$17.62
Low Voltage Technician	\$34.02	\$19.19
Painter	\$26.31	\$20.84
Pest Control Technician	\$24.42	\$20.84
Pipe Layer	\$40.51	\$20.60
Plumber	\$41.89	\$24.32
Power Equipment Operator	\$42.17	\$20.96
Refrigeration Mechanic	\$38.00	\$20.06
Roofer	\$31.05	\$18.54
Sheet Metal Worker	\$51.28	\$22.95
Tree Arborist	\$31.26	\$18.59
Truck Driver	\$31.94	\$18.74



**HUD-52158**  
**Maintenance Wage Rate Determination**

**U.S. Department of Housing and Urban Development**  
**Office of Davis-Bacon and Labor Standards**

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

<b>Agency Name:</b> Seattle Housing Authority 101 Elliott Ave W Seattle, WA 98119	<b>DBLS Agency ID No:</b> WA002A	<b>Wage Decision Type:</b> <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
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**MELANIE HERTEL** Digitally signed by MELANIE HERTEL  
Date: 2024.12.23 07:57:56 -08'00'

12/23/2024

**DBLS Staff Signature**

**Date**

Melanie Hertel, LSS

**Name and Title**

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Solid Waste Laborer	\$38.36	\$20.00
Solid Waste Vehicle Mechanic	\$36.47	\$22.09
Solid Waste Worker, CDL	\$31.94	\$22.43
Vehicle Mechanic	\$30.34	\$21.60
Window Cleaner	\$22.13	\$16.60

## **ATTACHMENT C. 2**

### **HUD-4010 Federal Labor Standards Provisions**

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**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**1. Minimum wages and fringe benefits**

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**ii. Frequently recurring classifications**

**A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
  2. The classification is used in the area by the construction industry; and
  3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**iii. Conformance**

**A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  2. The classification is used in the area by the construction industry; and
  3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**iv. Fringe benefits not expressed as an hourly rate**

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**v. Unfunded plans**

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## **2. Withholding**

### **i. Withholding requirements**

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### **ii. Priority to withheld funds**

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

## **3. Records and certified payrolls**

### **i. Basic record requirements**

**A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

**B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

**C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

**D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

**ii. Certified payroll requirements**

**A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

**B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

**C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
  - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
  - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
  - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
  - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
  - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
  - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity**

##### **i. Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

#### **5 Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.



**6 Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

**7 Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8 Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9 Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

**B. Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

**3. Withholding for unpaid wages and liquidated damages**

**i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

**ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

#### **F. HEALTH AND SAFETY**

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**ATTACHMENT D**

**SAMPLE CONTRACT**

**Contract No. 6082**  
**CONSTRUCTION AND MAINTENANCE SERVICES**  
for

**Yesler Way Panel Restoration**

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

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

- The Contractor's response to the Request for Bids (attached)
- Attachment A, version 2 (attached)
- Technical scope of work included as part of the Request for Bids
- Owner's General Conditions of the Contract for Construction\_17SEP2024 (attached)
- Prevailing wage rates as established in HUD Determined Nonroutine Maintenance Wage Rates, Effective 01/01/2025-12/31/2026 (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	\$
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 Ave W, Suite 100  
PO Box 79015  
Seattle, WA 98119

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

Diana Peterson  
Procurement and Contracts Manager

**ATTACHMENT E.1**

**SHA VENDOR FACT SHEET**



# VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division  
ATTN: Veronica Sharp, Lead Sr. Contract Administrator - Construction & Design Team  
101 Elliott Avenue W, Suite 100, PO Box 79015, Seattle, WA 98119

**General Business Information:**

Name of Business, Organization, or Name of Person (if payment is to an individual):

**For SHA Use Only:**JDE Vendor  
No.Purchasing  
contracts  
☐

Mailing Address for Payments:

City:

State:

Zip Code:

E-Mail Address:

Telephone No.:

Fax No.:

DUNS No.:

UEI:

Washington UBI No.:

City of Seattle Business License No.:

Washington Contractor's License No.:

Employee Tax ID No. (TIN) or Social Security No. (if Individual):

President/General Manager:

Principal products and/or services offered:

**Type of Organization (check one):**Individual  
☐Sole  
Proprietor  
☐Partnership  
☐Corporation  
☐Governmental Agency  
☐Other \_\_\_\_\_  
☐**Substitute IRS Form W-9 Certification:**

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

**SIGN****HERE →****Signature of U.S. Person****Date****Ownership Status (check all that apply):**

- ☐ **MBE** (Minority-Owned Business Enterprise)  
☐ **WBE** (Women-Owned Business Enterprise)  
☐ **MWBE** (Minority / Women-Owned Business Enterprise)  
☐ **CBE** (Combination Business Enterprise)  
☐ **Small Business**    ☐ **HUD Section 3 Business**

☐ Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises)☐ Self-Identified (SHA may request a signed statement re: self-certification)**Racial/Ethnic Status (check one):**

- ☐ Caucasian (1)  
☐ African American (2)  
☐ Native American (3)  
☐ Hispanic American (4)  
☐ Asian/Pacific American (5)  
☐ Hasidic Jews (6)

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

**SIGN BELOW:**

Signature of Authorized Representative of Vendor:

Date:

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

- a) The Vendor certifies that to the best of its knowledge and belief, neither it, nor any person/principal or firm which has an interest in the Vendor's firm, is ineligible to participate in a SHA contract, purchase order, direct pay or other transaction, pursuant to the Certification of Eligibility provision specified in the Vendor Fact Sheet Instructions, or;



- b) The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders (available at SHA website <https://www.seattlehousing.org/>, DO BUSINESS WITH US page, under FORMS AND POLICIES), if the Vendor will be supplying goods and/or services through an SHA Purchase Order.

### **Vendor Fact Sheet Instructions**

Thank you for your interest in doing business with the Seattle Housing Authority (SHA). We look forward to doing business with you. If you have any questions about completion of the Vendor Fact Sheet, please call us at (206) 615-3379.

In order for SHA to make payments to you or to procure goods or services from you, we need the information requested on the Vendor Fact Sheet, which also serves as a substitute IRS W-9 Form. The information about you will be entered into our computerized payment system and will allow us to make required reports to the Federal government about our business and payment transactions.

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

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

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

Use the websites of the [General Services Administration](http://www.gsa.gov) and the [U.S. Department of Housing and Urban Development](http://www.hud.gov) to verify eligibility of the firm and its principals. By signing the Vendor Fact Sheet, the Vendor understands that the certification of eligibility is a material representation of fact upon which reliance was placed when SHA agreed to enter into the transaction with the Vendor. SHA may require the Vendor to submit such certification on an annual basis depending on the terms of its contract or the frequency of its business transactions with SHA. If the Vendor subcontracts any portion of the work, the Vendor will be required to submit a similar certification of eligibility to SHA for any Vendor subcontracts. Any written contract executed between SHA and the Vendor shall include these provisions, which may also be referred to as Suspension/Debarment provisions.

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

- **WMBE:** Minority and women-owned business enterprises must either be self-identified or certified by the Washington State Office of Women's and Minority Business Enterprises (OMWBE) to be at least fifty-one percent owned by women and/or minority group members. For self-identification as WMBE, refer to [Minority/Women Owned Business Enterprise Self-Identification Form for Work Performed on Seattle Housing Authority Projects](#)
- **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 meets at least one of the following criteria, documented within the last six-month period: (1) at least 51% owned and controlled by low- or very low-income persons; (2) over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or (3) a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. More detailed information available at the website of [the U.S. Department of Housing and Urban Development](#).

**ATTACHMENT E.2**

**SECTION 3 DOCUMENTS**

# 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 page 3).

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

☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).

---

### Business Concern Affirmation

I affirm that the above statements (on page 1 of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the Housing Authority of the City of Seattle may have their contracts terminated for default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Certification expires within six months of the date of signature  
Information regarding Section 3 Business Concerns can be found at [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.**

## 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.



### FY 2025 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

#### FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Seattle- Bellevue, WA HUD Metro FMR Area	\$157,100	Very Low (50%) Income Limits (\$) <a href="#">Click for More Detail</a>	55,000	62,850	70,700	<b>78,550</b>	84,850	91,150	97,450	103,700
		Extremely Low Income Limits (\$)* <a href="#">Click for More Detail</a>	33,050	37,750	42,450	<b>47,150</b>	50,950	54,700	58,500	62,250
		Low (80%) Income Limits (\$) <a href="#">Click for More Detail</a>	84,850	96,950	109,050	<b>121,150</b>	130,850	140,550	150,250	159,950

NOTE: **King County** is part of the **Seattle-Bellevue, WA HUD Metro FMR Area**, so all information presented here applies to all of the Seattle-Bellevue, WA HUD Metro FMR Area. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the Seattle-Bellevue, WA HUD Metro FMR Area.

Table above is for reference only. Check <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.

**ATTACHMENT D**  
**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 report. SHA created a form (see the back of this page) for all contractors and consultants to use for this quarterly 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 is employed by a Section 3 business concern; or
3. 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;
  - b. A resident of other public housing projects or Section 8-assisted housing managed by SHA; or 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;
2. Over 75 percent of the labor hours performed for the 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



**ATTACHMENT D – cont.**  
**Section 3 Quarterly Reporting Form**  
**For SHA Projects**

**This form must be completed and submitted quarterly\*.**

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

**This Report is for the following dates:**

Start Date:		End Date:	
-------------	--	-----------	--

**The following hours are for the dates and Contract identified above:**

Total Hours Worked for all workers:  <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>	
Total Hours Worked for Section 3 workers:  <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>	
Total Hours Worked for Targeted Section 3 workers:  <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>	

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, (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

\*For the purpose of the reporting period, a “Quarterly Period” shall mean the last day of March, June, September and December.

**ATTACHMENT E.3**

**SUSPENSION AND DEBARMENT COMPLIANCE  
CERTIFICATE FOR CONTRACTOR/SUBCONTRACTOR**

## SEATTLE HOUSING AUTHORITY

### SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE

By signing below, the Participant 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.

**Participant's Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

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

Participant's Signature	Printed Name	Title	Date

**NOTE:** This requirement applies to the Participant'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 participant 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://sam.gov/content/exclusions> and [http://portal.hud.gov/hudportal/HUD?src=/topics/limited denials of participation](http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation).

[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-CONTRACTOR/SUB-CONSULTANT

*The Prime Participant (the "Prime") may use this form if the Prime can verify that its Sub-Contractor and/or Sub-Consultant (the "Lower Tier Participant") 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 form to each Lower Tier Participant to be completed and returned.*

**Prime Participant's Name:** \_\_\_\_\_

certifies that neither any of the Lower Tier Participant 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 Lower Tier Participant hired after submission of this certification.
- A renewal certification for every Lower Tier Participant on the anniversary of the Contract execution date if the Contract Time extends beyond one year.

**(Note:** In lieu of this certification, the Prime may elect to submit a separate certification signed by each Lower Tier Participant to SHA as evidence of Lower Tier Participant's eligibility. It is the Prime's responsibility to initiate, obtain, and provide all such individual Lower Tier Participant certifications to SHA.)

Prime Participant's Signature	Printed Name	Title	Date

**Lower Tier Participant Listing:** (If Lower Tier Participant is not involved in the project, please enter NONE.)


If additional pages are necessary, copy this form to ensure signed statement precedes any listing of Lower Tier Participant.

Please contact Veronica Sharp, Lead Sr. Contract Administrator - Construction & Design Team at (206) 239-1553 or by e-mail at [purchasing@seattlehousing.org](mailto:purchasing@seattlehousing.org) if you have any questions regarding compliance with this requirement.

**ATTACHMENT E.4**

**NON-COLLUSIVE AFFIDAVIT**

## 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\_\_\_\_\_.

**ATTACHMENT E.5**

**CERTIFICATION OF COMPLIANCE WITH  
WAGE PAYMENT STATUTES  
(SSB5301)**





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](http://www.seattlehousing.org)

## Certification of Compliance with Wage Payment Statutes

The undersigned hereby certifies that the bidder is now, and in the three-year period immediately preceding the date of this bid solicitation (October 24, 2025) 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.*