

## RESOLUTION NO. 1843

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PUBLIC WORKS CONTRACT AGREEMENT WITH AGOSTINO CONSTRUCTION, INC. FOR ACCESSIBLE CURB RAMPS PROJECT CONSTRUCTION

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**WHEREAS**, the Americans with Disabilities Act requires improvements to curb ramps as needed to comply with federal accessibility design standards within the extent of local street pavement resurfacing work; and

**WHEREAS**, the Department of Public Works (DPW) completed pavement resurfacing in 2021 requiring improvements to curb ramps at 11 locations within the limits of work; and

**WHEREAS**, the DPW completed the design of the curb ramp improvements, developed construction bid documents as assisted by its contracted professional engineering consultant, and on February 15, 2022, publicly advertised a formal solicitation of bids to construct the project; and

**WHEREAS**, the City received five (5) bids from construction contractors on March 8, 2022, in response to its solicitation; and

**WHEREAS**, DPW and its consultant determined that Agostino Construction, Inc. submitted the lowest responsive, responsible bid in the amount of \$114,068.00 and subsequently prepared the public works contract agreement included herewith as Attachment 1;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the agreement with Agostino Construction, Inc. included herewith as Attachment 1.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.




**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 14th day of April, 2022.

APPROVED:

  
\_\_\_\_\_  
Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK: April 8, 2022  
PASSED BY THE CITY COUNCIL: April 14, 2022  
RESOLUTION NO.: 1843



**ATTACHMENT 1**  
**to Resolution 1843**  
**CITY OF LAKE FOREST PARK**  
**PUBLIC WORKS CONTRACT**  
**Agreement Title: Accessible Curb Ramps Project Construction**

**THIS CONTRACT**, is made and entered, by and between the CITY OF LAKE FOREST PARK, a Washington municipal corporation (the "City"), and AGOSTINO CONSTRUCTION, INC. (the "Contractor").

**RECITALS**

**WHEREAS**, the City desires to contract with the Contractor for the City of Lake Forest Park Accessible Curb Ramps Project Construction; and

**WHEREAS**, pursuant to the invitation of the City, the Contractor did file with the City a Bid Proposal containing an offer; and

**WHEREAS**, the City has determined that the Contractor's offer was the lowest responsive and responsible bid submitted;

**NOW THEREFORE**, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

**1. Scope of Work to be Accomplished.** The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications. The Contractor will also provide the City as-built drawings of the Work.

**2. Contract Documents.** The Contract between the parties includes this Contract, along with the General Conditions (Exhibit "B"), Special Provisions (included in Exhibit A), L&I form Statement of Intent to Pay Prevailing Wages, L&I form Affidavit of Wages Paid, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this Contract as if fully set forth herein, and shall be referred to collectively as the "Contract" or "Contract Documents." In the event there is any discrepancy between any of the foregoing Contract Documents, the following order of documents governs so that the former prevails over the latter: Contract, Special Provisions, General Conditions.

**3. Time of Completion.** The Contractor shall achieve Physical Completion of the Work within 45 working days from the date written in the Notice to Proceed ("Contract Time"). The Notice to Proceed is anticipated to be issued, upon approval by the City Administrator and/or their designee, within 30 calendar days of contract execution.

**4. Payment.**

4.1 The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with Exhibit "C" to this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice. The total amount to be paid shall not exceed \$114,068.00.



4.2 The Contractor shall complete and return to the City Exhibit "D" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within 21 days after City Council approval of such payment.

## **5. Warranties/Guaranty.**

5.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City's final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

5.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

5.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

5.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

**6. Change Orders.** Changes to the scope of work to be performed, of the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

**7. Insurance.** See insurance provision in General Conditions sections 1.17, 1.18 and 1.19.

## **8. Performance Bond /Prevailing Wages**

8.1 Prevailing Wages. The work under the Contract may be subject to the prevailing wage requirements of chapter 39.12 RCW, as amended or supplemented. If this Contract is subject to prevailing wage requirements, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part



of this Contract shall be in accordance with the provisions of chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

**8.2 Performance Bond.** If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract. In lieu of a performance and payment bond, the Contractor may request, in writing, that the City retain an additional 10% of the contract amount until 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Labor and Industries, whichever is later.

**9. Assignment/Delegation.** The Contractor shall not assign this Contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

**10. Applicable Law; Venue.** This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Lake Forest Park Municipal Code and ordinances of the City of Lake Forest Park. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

## **11. Termination.**

**11.1** The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City.

**11.2** In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

**11.3** This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.



11.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

**12. Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

**13. Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

**14. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

**15. Waiver.** Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

**16. Attorney's Fees.** In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

**17. Entire Contract/Binding Effect.** This Contract constitutes the entire agreement between the parties hereto.

**18. Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

**19. Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

**20. Notices.** Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:



**TO CITY:**

City of Lake Forest Park

Contact Name: Andrew Silvia  
Street Address: 17425 Ballinger Way NE

City, State, Zip: Lake Forest Park, WA 98155

Phone: 206-957-2836  
Contact email: [asilvia@cityoflfp.com](mailto:asilvia@cityoflfp.com)

**TO CONTRACTOR:**

Agostino Construction, Inc.

Contact Name: Mike Agostino  
Street Address: 23418 SE 247<sup>th</sup> Court

City, State, Zip: Maple Valley, WA 98038

Phone: 425-433-8281  
Contact email: [agostinoconstruction@outlook.com](mailto:agostinoconstruction@outlook.com)

CITY OF LAKE FOREST PARK, WASHINGTON

CONTRACTOR

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney







## **EXHIBIT A**



## ***SPECIAL PROVISIONS***



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## *Table of Contents*

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<b>GENERAL CONDITIONS .....</b>	<b>37</b>
<b>Division 1 General Requirements.....</b>	<b>1</b>
<b>1-01 Definitions and Terms .....</b>	<b>1</b>
1-01.3 Definitions.....	1
<b>1-02 Bid Procedures and Conditions.....</b>	<b>3</b>
1-02.1 Prequalification of Bidders .....	3
1-02.1 Qualifications of Bidder .....	3
1-02.2 Plans and Specifications .....	3
1-02.4 Examination of the Plans, Specifications, and Site of Work.....	3
1-02.4(1) General.....	3
1-02.5 Proposal Forms .....	3
1-02.6 Preparation of Proposal .....	4
1-02.7 Bid Deposit.....	4
1-02.13 Irregular Proposals.....	5
1-02.15 Pre Award Information.....	5
<b>1-03 Award and Execution of Contract .....</b>	<b>6</b>
1-03.4 Contract Bond .....	6
<b>1-04 Scope of the Work .....</b>	<b>7</b>
1-04.4 Changes .....	7
1-04.4(1) Minor Changes .....	7
<b>1-05 Control of Work.....</b>	<b>7</b>
1-05.4 Conformity With and Deviations from Plans and Stakes.....	7
1-05.7 Removal of Defective and Unauthorized Work.....	10
1-05.11 Final Inspections and Operational Testing.....	11
1-05.11(1) Substantial Completion Date.....	11
1-05.11(2) Final Inspection and Physical Completion Date .....	11
1-05.15 Method of Serving Notices .....	12
1-05.16 Water and Power.....	12
1-05.17 Oral Agreements.....	12
<b>1-07 Legal Relations and Responsibilities to the Public.....</b>	<b>13</b>
1-07.1 Laws to be Observed.....	13
1-07.2 State Sales Tax .....	13
1-07.2(10) State Sales Tax — Rule 171 .....	14
1-07.2(2) State Sales Tax — Rule 170 .....	14
1-07.2(3) Services .....	14
1-07.15 Temporary Water Pollution Prevention .....	14
1-07.15(1) Spill Prevention, Control, and Countermeasures Plan .....	14
1-07.16 Protection and Restoration of Property .....	15
1-07.16(6) Payment .....	15
1-07.18 Insurance.....	16
1-07.18(1) General Requirements .....	16

---



1-07.18(2) Additional Insured .....	17
1-07.18(3) Subcontractors .....	17
1-07.18(4) Verification of Coverage .....	17
1-07.18(5) Coverages and Limits.....	18
1-07.18(5)A Commercial General Liability.....	18
1-07.18(5)B Automobile Liability .....	18
1-07.18(5)C Workers' Compensation.....	19
<b>1-08 Prosecution and Progress .....</b>	<b>19</b>
1-08.0 Preliminary Matters.....	19
1-08.0(1) Preconstruction Conference.....	19
1-08.0(2) Hours of Work .....	19
1-08.4 Notice to Proceed and Prosecution of Work .....	20
1-08.5 Time for Completion .....	21
1-08.9 Liquidated Damages .....	22
<b>1-09 Measurement and Payment .....</b>	<b>22</b>
1-09.7 Mobilization .....	22
1-09.13 Claims Resolution .....	23
1-09.13(3) Arbitration General.....	23
1-09.13(3)A Administration of Arbitration .....	23
<b>1-10 Temporary Traffic Control.....</b>	<b>23</b>
1-10.4 Measurement.....	23
1-10.4(1) Lump Sum Bid for Project.....	23
1-10.5 Payment.....	23
1-10.5(1) Lump Sum Bid for Project.....	23
<b>DIVISION 2 EARTHWORK.....</b>	<b>25</b>
<b>2-01 Clearing, Grubbing, and Roadside Cleanup .....</b>	<b>25</b>
2-01.2 Disposal of Usable Materials and Debris .....	25
2-01.2(2) Disposal Method No. 2 – Waste Site .....	25
2-01.3 Construction Requirements.....	25
2-01.3(4) Roadside Cleanup.....	25
<b>2-02 Removal of Structures and Obstructions.....</b>	<b>25</b>
2-02.1 Description.....	25
2-02.3 Construction Requirements.....	26
2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters .....	26
2-02.3(4) Sawcutting .....	26
2-02.3(5) Removal and/or Resetting of Miscellaneous Items.....	27
2-02.4 Measurement.....	27
2-02.5 Payment.....	27
<b>2-04 Haul.....</b>	<b>28</b>
2-04.1 Description.....	28
<b>2-06 Subgrade Preparation.....</b>	<b>28</b>
2-06.3 Construction Requirements.....	28
<b>2-09 Structure Excavation.....</b>	<b>28</b>
2-09.3 Construction Requirements.....	28



2-09.3(1) General Requirements .....	28
2-09.3(1)D Disposal of Excavated Material.....	28
<b>2-11 Trimming and Cleanup .....</b>	<b>28</b>
2-11.3 Construction Requirements.....	28
<b>DIVISION 8 MISCELLANEOUS CONSTRUCTION.....</b>	<b>31</b>
<b>8-01 Water Pollution and Erosion Control .....</b>	<b>31</b>
8-01.2 Materials .....	31
8-01.3 Construction Requirements.....	31
8-01.3(1) General.....	31
8-01.3(1)A Submittals.....	33
8-01.3(1)B Certified Erosion and Sediment Control Lead (CESCL) .....	33
8-01.3(1)B.1 Erosion Control and Water Quality Monitoring Logbook .....	33
8-01.3(1)C Water Management.....	33
8-01.3(1)F Permits .....	34
8-01.3(1)G Reporting.....	34
8-01.3(1)I Sediment Trapping.....	35
8-01.3(1)J Temporary Stabilization.....	35
8-01.3(1)K Permanent Stabilization .....	36
8-01.3(1)L Erosion Control Best Management Practices .....	36
8-01.3(8) Street Cleaning.....	36
8-01.3(9) Sediment Control Barriers .....	37
8-01.3(15) Maintenance.....	37
8-01.3(16) Removal.....	38
8-01.4 Measurement.....	39
8-01.5 Payment .....	39
8-01.6 Penalties.....	39
8-01.7 Clean-up .....	39
<b>8-02 Roadside Restoration.....</b>	<b>40</b>
8-02.1 Description.....	40
8-02.2 Materials .....	40
8-02.3 Construction Requirements.....	40
8-02.3(3) Weed and Pest Control .....	41
8-02.3(3)B Chemical Pesticides .....	41
8-02.3(4) Topsoil.....	41
8-02.3(4)A Topsoil Type A .....	41
8-02.3(6) Mulch and Amendments.....	41
8-02.3(8) Planting.....	41
8-02.3(10) Lawn Installation.....	42
8-02.3(10)B Lawn Seeding and Sodding.....	42
8-02.3(13) Plant Establishment .....	44
8-02.3(10)C Lawn Establishment .....	44
8-02.4 Measurement.....	45
8-02.5 Payment .....	45
<b>8-04 Curbs, Gutters, and Spillways.....</b>	<b>45</b>
8-04.2 Materials .....	45



8-04.4	Measurement.....	45
8-04.5	Payment.....	45
<b>8-14</b>	<b>Cement Concrete Sidewalks .....</b>	<b>46</b>
8-14.1	Description.....	46
8-14.2	Description.....	46
8-14.3	Construction Requirements.....	46
8-14.3	Construction Requirements.....	47
8-14.3(5)C	Construction Requirements .....	47
8-14.4	Measurement.....	47
8-14.5	Payment.....	48
<b>DIVISION 9</b>	<b>MATERIALS.....</b>	<b>49</b>
<b>9-14</b>	<b>Erosion Control and Roadside Planting.....</b>	<b>49</b>
9-14.2	Topsoil.....	49
9-14.2(1)	Topsoil, Type A.....	49
9-14.3	Seed .....	49
9-14.4	Fertilizer.....	50
9-14.5	Mulch and Amendments.....	50
9-14.5(3)	Bark or Wood Chip Mulch .....	50
9-14.6	Erosion Control Devices .....	51
9-14.6(10)	Erosion Control Blanket Approval .....	51
9-14.7	Plant Materials .....	51
9-14.7(2)	Quality.....	51
9-14.7(3)	Handling and Shipping.....	51
9-14.7(5)	Tagging .....	52
9-14.7(6)	Inspection.....	52
9-14.7(7)	Substitution of Plants .....	52
9-14.7(8)	Temporary Storage.....	52



## ***INTRODUCTION TO THE SPECIAL PROVISIONS***

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*(December 10, 2020 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2022 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

- (March 8, 2013 APWA GSP)
- (April 1, 2013 WSDOT GSP)
- (City of Lake Forest Park)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.



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***DIVISION 1***  
***GENERAL REQUIREMENTS***



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## DIVISION 1

### GENERAL REQUIREMENTS

#### 1-01 DEFINITIONS AND TERMS

##### 1-01.3 Definitions

*(January 4, 2016 APWA GSP)*

*Replacement*

Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

##### **Dates**

###### ***Bid Opening Date***

The date on which the Contracting Agency publicly opens and reads the Bids.

###### ***Award Date***

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

###### ***Contract Execution Date***

The date the Contracting Agency officially binds the Agency to the Contract.

###### ***Notice to Proceed Date***

The date stated in the Notice to Proceed on which the Contract time begins.

###### ***Substantial Completion Date***

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

###### ***Physical Completion Date***

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

###### ***Completion Date***

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

###### ***Final Acceptance Date***

The date on which the Contracting Agency accepts the Work as complete.



Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

***Additive***

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

***Alternate***

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

***Business Day***

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

***Contract Bond***

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

***Contract Documents***

See definition for “Contract”.

***Contract Time***

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

***Notice of Award***

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.



***Notice to Proceed***

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

***Traffic***

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

**1-02 BID PROCEDURES AND CONDITIONS****1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

*Replacement*

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

**1-02.2 Plans and Specifications**

Delete this section and replace it with the following:

It shall be the responsibility of the Contractor to provide any copies of the construction plans and specifications.

**1-02.4 Examination of the Plans, Specifications, and Site of Work****1-02.4(1) General**

*(City of Lake Forest Park)*

*Supplement*

Supplement this section with the following:

Minor variations and miscellaneous items may not be shown in the Plans. In accordance with the Standard Specifications, it shall be the Contractor's responsibility to examine the site, become familiar with all attendant conditions and determine the difficulties and work involved, and to accept the site in its existing condition at the time of the award of contract.

**1-02.5 Proposal Forms**

*(June 27, 2011 APWA GSP)*

*Replacement*

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall



be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

### **1-02.6 Preparation of Proposal**

*(December 10, 2020 APWA GSP, Option B)*

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

### **1-02.7 Bid Deposit**

*(March 8, 2013 APWA GSP)*

*Supplement*

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;



6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

### **1-02.13 Irregular Proposals**

*(October 1, 2020 APWA GSP)*

*Replacement*

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - i. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

### **1-02.15 Pre Award Information**

*(August 14, 2013 APWA GSP)*

*Modification*

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,



2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

## 1-03 AWARD AND EXECUTION OF CONTRACT

### 1-03.4 Contract Bond

*(July 23, 2015 APWA GSP)*

*Replacement*

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed



by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

## 1-04 SCOPE OF THE WORK

### 1-04.4 Changes

#### 1-04.4(1) Minor Changes

(\*\*\*\*\*)

*Replacement*

Delete this section (including title) and replace it with the following:

#### 1-04.4(1) Minor Changes

Payments or credits for changes amounting to \$5,000 or less depending on the Bid Schedule, may be made under the Bid item “Minor Changes”, if included in the Bid Schedule. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

The Contractor will be provided a copy of the completed order for Minor Changes. The agreement for the Minor Changes will be documented by signature of the Contractor, or notation of verbal agreement. If the Contractor is in disagreement with anything required by the order for Minor Changes, the Contractor may protest the order as provided in Section 1-04.5.

Minor Changes	Force Account
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Payments will be determined in accordance with Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for “Minor Changes” in the Proposal to become a part of the total Bid.

## 1-05 CONTROL OF WORK

### 1-05.4 Conformity With and Deviations from Plans and Stakes

*(City of Lake Forest Park)*

*Modification*

The Contractor shall provide all surveying required to complete the project. The Contractor shall be responsible for setting, maintaining, and resetting all stakes for the Work. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor’s responsibility. All setting and resetting of monuments, property corners, and primary control, shall be completed by or under the direct supervision of a Washington State Registered Professional Land Surveyor (PLS). The PLS must be submitted for approval as a Subcontractor.

At the Contractor’s request the Contracting Agency will provide the electronic CAD base files. Electronic files are provided for the Contractor’s convenience and are not part of the Contract. Calculations shall be made from the Plans. The Contractor is advised to field verify the electronic files prior to their use in staking or other activities. If the signed and stamped Plans and electronic files differ, the signed and stamped Plans control. The Contractor shall not rely



on the electronic files and no claim by the Contractor shall be based on the electronic files or any difference between the electronic files and the signed and stamped Plans or site conditions.

The Contractor shall direct all questions regarding correct interpretation of provided data to the Authorized Representative. Failure to correctly interpret and utilize survey control data or Plans as provided by the Authorized Representative shall not constitute justification for a claim of extra Work. The Contractor shall immediately notify the Authorized Representative of any survey data discrepancy.

The Contractor shall maintain detailed survey records, including a description of the work performed on each shift, the methods utilized, and the control points used. The records shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Authorized Representative within three business days of Authorized Representative's request.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Primary and Secondary Control: Verify and use the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include horizontal coordinates, station, offset and elevations of all secondary control points. Provide the Contracting Agency an electronic copy of the secondary control points. Vertical secondary control shall be established using spirit levels, not a GPS system.
2. The Contractor shall stake clearing limits and centerline stationing one week prior to commencement of on-site construction activities. The Contractor shall allow for at least two working days for the Authorized Representative to approve the layout after staking. The Contractor shall assume full responsibility for detailed dimensions, elevations, and excavation slopes measured from these stakes and marks, regardless of Authorized Representative's review and approval.
3. Limit of Work: Limit of Work shall be marked at major angle points and at intermediate points at approximately 40 foot intervals. Staking of limit of work is not required if the limits are defined by existing features (i.e. fence, edge of pavement) shown on the Plans and which will not be removed during construction. The limit of work shall generally be located 5 feet beyond the toe of the fill and 10 feet beyond the top of the cut unless otherwise shown on the Plans.
4. Monuments: The Contractor shall establish the location of monuments shown on the Plans. The Contractor shall be responsible for locating and preserving existing monuments within the right-of-way, which shall include existing property corners on the right-of-way lines. The Contractor shall maintain a complete and accurate reference of all survey markers, monuments, property corners, on this project. The Contractor shall inform the Authorized Representative when monuments are discovered that were not identified in the Plans. All monuments shall be protected throughout the length of the project or be replaced at the Contractor's expense, unless marked on the Plans as to be



removed and reset. In the event the Contractor disturbs or destroys any survey marker during the course of construction, not indicated to be removed/replaced on the Plans, the Contractor shall bear all costs of survey, resetting, legal claims, and filing state forms.

For monuments shown to be removed or destroyed on the Plans, the Contractor's PLS shall file all required permit forms with the Department of Natural Resources (DNR), as required by RCW 58.09.130 and WAC 332-120. The form "Application for Permit to Remove or Destroy a Survey Monument" shall be signed by the PLS, and submitted directly to DNR and the Contracting Agency, within one week of Notice to Proceed. No work affecting monumentation shall commence until DNR has approved the permit. The form "Completion Report for Monument Removal or Destruction" shall be signed by the PLS and submitted to DNR and the Contracting Agency upon completion of work affecting monuments.

The Contractor shall set the monument case and anchor pipe in accordance with Section 8-13.

5. For all other types of construction included in the Contract (including but not limited to fences, signing and landscaping), provide staking and layout as required to adequately locate, construct, and check the specific construction activity.
6. Determine and record the horizontal coordinates and top and bottom elevations of utilities encountered during excavations or potholing. Locate all surface utilities in the roadway prism prior to fill or any paving.

The Contractor shall establish all surveyed points by placing hubs and tacks with marked stakes in unpaved areas or P.K. nails with painted markings in paved areas. All surveying stakes shall be marked in accordance with WSDOT Standard Plan A 10.10-00.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<b>Vertical</b>	<b>Horizontal</b>
Slope Stakes	±0.1 foot	±0.10 foot
Subgrade Grade Stakes Set 0.04 foot Below Grade	±0.01 foot	±0.5 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Surfacing Grade Stakes	±0.01 foot	±0.1 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Roadway Paving Pins for Surfacing or Paving	±0.01 foot	±0.1 foot (parallel to alignment) ±0.05 foot (normal to alignment)

The Contracting Agency may spot-check the Contractor's surveying. These spot checks shall not change the requirements for accuracy by the Contractor.

If errors are found, or the Authorized Representative determines that the survey Work is insufficient for the project, the Contractor shall correct the errors and/or resolve insufficiencies, which may include removal and replacement of incorrectly installed



improvements. All costs incurred to correct or complete the Work shall be at the Contractor's expense, in accordance with Section 1 05.7.

### **Payment**

Payment will be made in accordance with Section 1-04.1 for the following bid item, when included in the proposal:

Roadway Surveying	Lump Sum
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The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts as described above, as shown on the Plans, and herein specified, including resetting markers and/or monuments purposely moved as part of the Work.

### **1-05.7 Removal of Defective and Unauthorized Work**

(October 1, 2005 APWA GSP)

*Supplement*

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Authorized Representative, or fails to perform any part of the work required by the Contract Documents, the Authorized Representative may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Authorized Representative determines to be an emergency situation, the Authorized Representative may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Authorized Representative, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Authorized Representative from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.



**1-05.11 Final Inspection**

Delete this section and replace it with the following:

**1-05.11 Final Inspections and Operational Testing**

*(October 1, 2005 APWA GSP)*

*Replacement*

**1-05.11(1) Substantial Completion Date**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Authorized Representative and request the Authorized Representative establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Authorized Representative will schedule an inspection of the work with the Contractor to determine the status of completion. The Authorized Representative may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Authorized Representative concurs with the Contractor that the work is substantially complete and ready for its intended use, the Authorized Representative, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Authorized Representative does not consider the work substantially complete and ready for its intended use, the Authorized Representative will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Authorized Representative with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Authorized Representative establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

The Substantial Completion Date shall be established no later than thirty (30) working days after issuance of the Notice to Proceed.

**1-05.11(2) Final Inspection and Physical Completion Date**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Authorized Representative to schedule a final inspection. The Authorized Representative will set a date for final inspection. The Authorized Representative and the Contractor will then make a final inspection and the Authorized Representative will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Authorized Representative is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Authorized Representative may, upon written



notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Authorized Representative's right hereunder.

Upon correction of all deficiencies, the Authorized Representative will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

The Physical Completion Date shall be established no later than fifteen (15) working days after Authorized Representative sets the Substantial Completion Date or forty-five (45) working days after issuance of the Notice to Proceed.

#### **1-05.15 Method of Serving Notices**

*(March 25, 2009 APWA GSP)*

*Modification*

Revise the second paragraph to read:

All correspondence from the contractor shall be directed to the authorized representative. All correspondence from the contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the contract, must be in paper format, hand delivered or sent via mail delivery service to the authorized representative's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the contract.

#### **1-05.16 Water and Power**

*(October 1, 2005 APWA GSP)*

*Modification*

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

Add the following New Section.

#### **1-05.17 Oral Agreements**

*(City of Lake Forest Park)*

*New Section*

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.



## 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

### 1-07.1 Laws to be Observed

*(October 1, 2005 APWA GSP)*

*Supplement*

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Authorized Representative to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

### 1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

#### 1-07.2 State Sales Tax

*(June 27, 2011 APWA GSP)*

*Replacement*

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the



amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

### **1-07.2(10) State Sales Tax — Rule 171**

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

### **1-07.2(2) State Sales Tax — Rule 170**

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

### **1-07.2(3) Services**

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

## **1-07.15 Temporary Water Pollution Prevention**

### **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

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*Supplement*

Section 1-07.15(1) is supplemented with the following:

Payment will be made for the following Bid item when it is included in the Proposal:



Spill Prevention, Control, & Countermeasures (SPCC) Plan	Lump Sum
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When the written SPCC Plan is accepted by the Contracting Agency, the Contractor shall receive 50 percent of the lump sum Contract price for the plan.

The remaining 50 percent of the lump sum price will be paid after the materials and equipment called for in the plan are mobilized to the project.

The lump sum payment for the “SPCC Plan” shall be full pay for all costs associated with creating and updating the accepted SPCC Plan, and all costs associated with the set up of prevention measures and for implementing the current SPCC Plan as required by this Specification.

### **1-07.16 Protection and Restoration of Property**

Delete this section in its entirety, and replace it with the following:

### **1-07.16 Protection and Restoration of Property**

#### **1-07.16(6) Payment**

*(City of Lake Forest Park)*

*Supplement*

“Protection and Restoration of Property”, when approved by Authorized Representative, will be paid by force account per Section 1 09.6 of the Standard Specifications and these Special Provisions, and will be full compensation to relocate, replace, or modify existing private improvements or landscaping where required as a condition of an easement or permit, or where impact resulting from construction activities is determined by Authorized Representative, prior to the impact occurring, to be unavoidable, and authorized to be paid under this force account item.

Disturbed grass areas shall be restored with sod. Existing plant material shall be salvaged prior to disturbance, where feasible, and replanted following the installation of improvements. Where it is not feasible to salvage existing plant material, new plant material shall be provided that is compatible to the existing landscaping as approved by the Authorized Representative. All materials shall conform to the applicable portions of Section 9-14 and 9-15 of the Standard Specifications.

Protection and Restoration of Property	Force Account
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All other maintenance and property restoration work, and all costs for use of private property shall be incidental to the Contract. For the purposes of providing a common proposal for all bidders, the Contracting Agency has entered an amount for “Protection and Restoration of Property” in the proposal to become a part of the total bid.

### **1-07.18 Public Liability and Property Damage Insurance**

Delete this Section in its entirety, and replace it with the following:



**1-07.18 Insurance***(January 4, 2016 APWA GSP)**Replacement***1-07.18(1) General Requirements**

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.



**1-07.18(2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- PACE Engineers, Inc.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**1-07.18(3) Subcontractors**

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

**1-07.18(4) Verification of Coverage**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.



3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

### **1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

#### **1-07.18(5)A Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
Stop Gap / Employers' Liability	each accident
\$1,000,000	Each Accident
\$1,000,000	Disease – Policy Limit
\$1,000,000	Disease – Each Employee

#### **1-07.18(5)B Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work



involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000 Combined single limit each accident

#### **1-07.18(5)C Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

### **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

#### **1-08.0 Preliminary Matters**

*(May 25, 2006 APWA GSP)*

*Supplement*

Add the following new section:

#### **1-08.0(1) Preconstruction Conference**

*(October 10, 2008 APWA GSP)*

*New Section*

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Authorized Representative and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

#### **1-08.0(2) Hours of Work**

*(December 8, 2014 APWA GSP)*

*New Section*

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in



writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than noon on the working day prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

#### **1-08.4 Prosecution of Work**

Delete this section and replace it with the following:

#### **1-08.4 Notice to Proceed and Prosecution of Work**

*(July 23, 2015 APWA GSP)*

*Replacement*

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Authorized Representative. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.



When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

### **1-08.5 Time for Completion**

*(November 30, 2018 APWA GSP, Option A)*

*Modification*

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date and all work in accordance with the contract documents shall be physically complete within forty-five (45) calendar days.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification



- e. Copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

### **1-08.9 Liquidated Damages**

*(March 3, 2021 APWA GSP, Option A)*

*Replacement*

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \$1,000.00 for each calendar day beyond the number of calendar days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.7 Mobilization**

*(City of Lake Forest Park)*

*Supplement*

This section is supplemented with the following:

Mobilization shall include, but not be limited to, the following items: the movement of the Contractor's personnel, equipment, supplies, and incidentals to the project site; the establishment of their office, buildings, and other facilities necessary for work on the project;



providing sanitary facilities for the Contractor's personnel; obtaining permits or licenses required to complete the project not furnished by the City; and other work and operations which must be performed or costs that must be incurred.

Payment will be made for the following bid item:

Mobilization	Lump Sum
--------------	----------

The lump sum bid price for “Mobilization” shall include all work for the bid schedule.

## **1-09.13 Claims Resolution**

### **1-09.13(3) Arbitration General**

#### **1-09.13(3)A Administration of Arbitration**

*(November 30, 2018 APWA GSP)*

*Modification*

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

## **1-10 TEMPORARY TRAFFIC CONTROL**

### **1-10.4 Measurement**

*(\*\*\*\*\*)*

*Supplement*

Section 1-10.4 is supplemented with the following:

#### **1-10.4(1) Lump Sum Bid for Project**

The bid proposal contains the item “Project Temporary Traffic Control,” lump sum. There will be no measurement of units for Work defined by section 1-10.

### **1-10.5 Payment**

*(\*\*\*\*\*)*

*Supplement*

Section 1-10.5 is supplemented with the following:

#### **1-10.5(1) Lump Sum Bid for Project**

Project Temporary Traffic Control	Lump Sum
-----------------------------------	----------

The lump sum Contract payment shall be full compensation for all costs incurred by the contractor in performing the contract work defined in section 1-10.

## **END OF DIVISION 1**



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***DIVISION 2***  
***EARTHWORK***



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## DIVISION 2

### EARTHWORK

#### 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

##### 2-01.2 Disposal of Usable Materials and Debris

###### 2-01.2(2) Disposal Method No. 2 - Waste Site

*(City of Lake Forest Park)*

*Supplement*

Section 2-01.2(2) is supplemented with the following:

No waste site has been provided for the disposal of excess or excavated materials. The Contractor shall make his or her own arrangements for obtaining waste sites in accordance with Section 2 03.3(7)C of the Standard Specifications. All costs associated with providing a waste site shall be considered incidental to the various bid items and no additional payment will be made.

##### 2-01.3 Construction Requirements

###### 2-01.3(4) Roadside Cleanup

*(City of Lake Forest Park)*

*Replacement*

Section 2-01.3(4) is replaced with the following:

Roadside cleanup will include full compensation for all labor, tools, materials, and equipment necessary to relocate, replace, or modify existing private improvements or landscaping where required as a condition of right-of-entry, or where impact resulting from construction activities is determined by the Engineer, prior to the impact occurring, to be unavoidable.

Work which may become necessary under this section shall be included in Bid Item for Protection and Restoration of Property.

#### 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

##### 2-02.1 Description

*(City of Lake Forest Park)*

*Supplement*

Section 2-02.1 is supplemented with the following:

For the purpose of this Contract, "Removal of Structures and Obstructions" shall include the removing, resetting, protecting, storing, salvaging, and replacement of miscellaneous objects required to complete the new construction.

If requested by a specific adjacent property owner, existing decorative or landscaping items (such as rocks, walls, wood edges, timbers, planter boxes, etc.) shall be protected, salvaged, and returned to the property owner. "Removal of Structures and Obstructions" shall be considered incidental to and included in the cost of other items in the contract and no additional compensation shall be made.

- Satisfactorily remove and dispose of the items specified, backfill, and compact the resulting void.



- Satisfactorily abandon the items specified, including plugging, capping, and backfilling with CDF or other materials that are required by the Plans or Specifications.
- Satisfactorily salvage the items specified for re-use or to be returned to the property owner.
- Satisfactorily reset the items specified, including replacing posts, worn materials, and/or hardware.

Specifically included but not limited to the following for Removal of Structures and Obstructions, Incl. Haul:

<b><u>Item</u></b>	<b><u>Quantity</u></b>
Existing Curb & Gutter	350 LF
Existing Concrete Sidewalk	1185 SY
Existing Asphalt	45 CY
Existing Curb Ramps	6 EA

## **2-02.3 Construction Requirements**

### **2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters**

*(City of Lake Forest Park)*

*Supplement*

Section 2-03.2(3) is supplemented with the following:

Pavement, sidewalks and curbs shall be sawcut in such a fashion to form a neat break line. Removal, disposal, and saw cutting is incidental to the work involved unless specific bid items have been provided.

Replace at no expense to the City of Lake Forest Park any existing pavement designated to remain that is damaged during the removal of other pavement.

Broken pieces of pavement, sidewalks, and curbing shall not be placed in any embankment or fill on the project site and shall be disposed of at an approved fill site or recycling facility.

Add the following New Section:

### **2-02.3(4) Sawcutting**

For the purposes of this Contract, all sawcutting necessary to satisfactorily remove items shall be considered incidental to and included in the various bid items and no additional payments will be made. All sawcutting necessary to install new improvements shall be considered incidental to unit contract price of the type and size of material installed.

The Contractor shall include in the various other bid items all costs necessary to provide sawcutting up to a depth of 12 inches as required by the Standard Specifications and these Special Provisions.

In accordance with the Department of Ecology guidelines, wastewater from Portland Cement Concrete, masonry, and asphalt concrete cutting operations shall not be discharged to storm drainage systems or surface waters. Cutting operations increase the pH of wastewater, therefore, filtering prior to discharge is NOT acceptable.



To thoroughly clean saw cuts where necessary, the Contractor shall use high pressure water (high pressure water is considered greater than 1400 p.s.i.).

All wastewater shall be collected using a wet-dry vacuum and transferred into drums for disposal. Impervious surfaces contaminated with sediment and grit from cutting operations shall be cleaned by sweepers to prevent contaminants from entering the storm drainage system or surface waters when it rains.

Add the following new Section:

### **2-02.3(5) Removal and/or Resetting of Miscellaneous Items**

*(City of Lake Forest Park)*

*New*

#### ***Valve Marker Posts***

Where valve marker posts are in conflict with the proposed improvements, they shall be relocated and replaced in a suitable location. The locations of these valve marker posts are not indicated on the Plans, and therefore, the Contractor shall carefully examine the project site prior to bidding.

#### ***Property Corner Markers***

Where encountered, iron pipes, brass plumbs, rebar, or other surveying devices used to mark property corners shall be preserved and protected from damage and undisturbed as is practically possible. Property corners disturbed by the Contractor's operations shall be replaced per the provisions of the Washington State law. All associated costs shall be considered incidental to and included in the various bid items.

All costs associated with the above items shall be considered incidental to and included in the lump sum "Removal of Structures and Obstructions".

Add the following new section:

### **2-02.4 Measurement**

*(City of Lake Forest Park)*

*New Section*

Structure excavation and backfill quantities for the removal of items are not shown in the Plans. This excavation and backfill work shall be considered incidental to and included in the cost for other bid items in the contract and no additional compensation shall be made. No additional payment shall be made under Roadway Excavation or Structure Excavation for the items included in 2-02 herein.

### **2-02.5 Payment**

*(City of Lake Forest Park)*

*Supplement*

Section 2-02.5 is supplemented with the following:

For the purposes of this Contract, all costs for sawcutting remove items and to furnish and install new improvements shall be included in the various bid items and no additional payments will be made.

Removal of Structures and Obstructions, Incl. Haul	Lump Sum
--	----------



The unit contract price per lump sum for "Removal of Structures and Obstructions, Incl. Haul" shall be full compensation for all other costs to perform the work.

## **2-04 HAUL**

### **2-04.1 Description**

*(City of Lake Forest Park)*

*Supplement*

Section 2-04.1 is supplemented with the following:

In reference to the term "haul" as used in Section 2-04 and Section 2-09.3(1)D of the Standard Specifications, all costs and expense involved in haul will be considered incidental to the unit contract prices of the bid items and no additional compensation will be made.

## **2-06 SUBGRADE PREPARATION**

### **2-06.3 Construction Requirements**

*(City of Lake Forest Park)*

*Supplement*

Section 2-06.3 is supplemented with the following:

Compaction of the subgrade shall be considered incidental to and included in the unit contract prices of other items in the contract, and all costs thereof shall be included by the Contractor in other pay items. The subgrade shall be shaped and maintained to drain at all times during construction, including temporary ditches, and modifications to drainage structures necessary to eliminate standing water on the subgrade.

## **2-09 STRUCTURE EXCAVATION**

### **2-09.3 Construction Requirements**

*(City of Lake Forest Park)*

*Modification*

#### **2-09.3(1) General Requirements**

##### **2-09.3(1)D Disposal of Excavated Material**

Section 2-09.3(1)D is modified as follows:

All costs associated with disposing of and hauling, or reusing excavated material shall be considered incidental to various bid items and no additional compensation shall be considered.

It is anticipated that excavated materials from structure excavation shall be suitable for re-use as backfill outside of the roadway section. The Contractor shall store and stockpile excavated materials to be re-used as trench backfill and embankments.

## **2-11 TRIMMING AND CLEANUP**

### **2-11.3 Construction Requirements**

*(City of Lake Forest Park)*

*Supplement*

Section 2-11.3 is supplemented with the following:

The Contractor shall take every possible precaution to preserve the existing improvements. All damages to existing improvements from the Contractor's operation, whether within the



road right-of-way or in private property, shall be the sole responsibility of the Contractor to remedy. All such areas shall be restored to their preconstruction equivalent.

All areas disturbed by the Contractor shall be smoothed, finished, cleaned, and dressed to appear uniform in all respects in accordance with Section 2-11 of the Standard Specifications. Compensation to perform this work shall be incidental to other bid items. No specific bid item is provided.

## **END OF DIVISION 2**



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***DIVISION 8***  
***MISCELLANEOUS CONSTRUCTION***



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## DIVISION 8

### MISCELLANEOUS CONSTRUCTION

#### 8-01 WATER POLLUTION AND EROSION CONTROL

##### 8-01.2 Materials

*(City of Lake Forest Park)*

*Replacement*

Section 8-01.2 is replaced with the following:

Materials shall meet the requirements of the following sections of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, as modified herein:

Erosion Control Devices	9-14.5
High Visibility Fence	9-14.5
Construction Geotextile	9-33
Plastic Covering	9-14.5(3)

At a minimum, the Contractor shall have the following erosion control materials and associated incidentals stockpiled onsite, ready for use:

- Contractor shall have 1,000 square feet of plastic sheeting on hand.

These materials are to be held in reserve and only used to address unanticipated or emergency-type situations.

These materials may or may not be utilized during the course of the project. If used during the course of the work, they shall be replenished by the Contractor at no additional cost to the City.

##### 8-01.3 Construction Requirements

*(City of Lake Forest Park)*

*Replacement*

Section 8-01.3(1) in its entirety is replaced with the following:

##### 8-01.3(1) General

The Contractor shall ensure that materials, equipment, and experienced labor are available and on-hand to implement additional erosion control BMPs to address unanticipated situations.

##### ***Minimum Water Pollution/Erosion Control Requirements***

These specifications are the minimum water pollution/erosion control requirements for City projects. Additional requirements or modifications of these specifications may be set forth in the related permits. Additional measures, beyond what are set forth herein, may be necessary in order to accommodate the Contract schedule, or materials and construction methods employed by the Contractor.

It is the Contractor's responsibility to assess water pollution/erosion control needs to maintain water quality in accordance with the requirements, conditions, and regulations of applicable codes, orders, ordinances, laws, specifications and permits. This assessment shall be reflected in the Contractor's bid.



The Contractor shall install and maintain all temporary and permanent erosion control Best Management Practices (BMPs) in accordance with the Contract Plans, Standard Specifications, these specifications, the Construction Stormwater Pollution Prevention Plan (CSWPPP), permit conditions or as directed by the Engineer prior to clearing, grubbing, or grading or as necessary, as work progresses. Erosion control BMPs as described in these specifications are based on the Washington State Stormwater Management Manual for the Western Washington (Ecology manual), 2014.

To the degree possible, the Contractor shall coordinate this temporary work with permanent drainage and erosion control work the Contract requires.

The Contractor shall coordinate with the Engineer on required erosion control BMPs prior to beginning construction activities. As construction progresses and seasonal conditions dictate, more erosion control BMPs may be required to ensure complete erosion control. Therefore, during the course of construction, it shall be the obligation and responsibility of the Contractor to address any new conditions that may be created by his or her activities. Additional erosion control BMPs may be required by the Engineer in the event of an emergency, and as weather and field conditions dictate.

### ***Construction Sequence for Erosion Control***

The Contractor shall consider and include the following construction sequence steps when preparing the project schedule, order of work and the Construction Stormwater Pollution Prevention Plan (CSWPPP), for each phase of the work. Any changes or modifications to this sequence can be proposed by the Contractor by describing an alternate construction sequence in the project CSWPPP (including modification to the Temporary Erosion/Sedimentation Control (TESC) Plan/Notes where appropriate) and then submitting the CSWPPP for review and approval to the Engineer.

1. the Contractor shall install silt fences, straw wattles, interceptor swales, catch basin inserts and other perimeter erosion control BMPs as shown on the Contract/TESC Plans and as construction activities may dictate.
2. the Contractor shall install sediment ponds, check dams, stormwater bypass systems, diversion swales, and other interior erosion control BMPs as shown on the Contract/TESC Plans and as construction activities may dictate.
3. the Contractor shall then perform clearing, grubbing, and grading required for construction of the various phases of work as required.
4. the Contractor shall inspect daily and maintain all erosion control BMPs to provide the required protection of downstream water quality and the storm drain system.
5. the Contractor shall install permanent site stabilization measures as shown on the Contract/TESC Plans or as directed by the Engineer.
6. Adjacent properties shall be protected from sediment deposition by appropriate use of erosion control BMPs.

The Engineer may impose additional restrictive measures at no additional cost to the City in order to protect water quality if the BMPs employed by Contractor are not effective in preventing the degradation of surface water quality.



**8-01.3(1)A Submittals**

The Contractor shall provide a phone list of the project manager, the site superintendent, erosion control lead, the foreman and other key personnel who can be reached at any time in the event of on-site problems.

**8-01.3(1)B Certified Erosion and Sediment Control Lead (CESCL)**

The Contractor shall identify the Certified Erosion and Control Lead and include contact information including 24 hour a day contact phone and cell phone numbers.

For projects with one acre (43,560 sq. ft.) or more of disturbance, a Certified Erosion and Sediment Control Lead (CESCL) must routinely inspect the site. The CESCL must conduct weekly visual inspections of the site to ensure the best management practices (BMPs) are functioning properly.

The CESCL shall implement the Temporary Erosion and Sediment Control (TESC) Plan. Implementation shall include, but is not limited to:

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the TESC Plan to assure continued performance of their intended function. Damaged or inadequate TESC BMP's shall be corrected immediately.
2. Updating the TESC Plan to reflect current field conditions.
3. Noting the inspection results in the site's monitoring Log Book and making the Monitoring Log Book available to the Engineer and any regulatory agency for review.
4. Noting modifications or changes made to the onsite erosion control measures to respond to weather or site conditions in the monitoring Log Book.

**8-01.3(1)B.1 Erosion Control and Water Quality Monitoring Logbook**

Water quality monitoring is not required for this project.

**8-01.3(1)C Water Management**

The Contractor shall be responsible for preventing water pollution due to construction materials, methods, or equipment. Repair, replacement, or corrective action shall be implemented immediately where needed or as directed by the Engineer.

Equipment shall be free of excessive fluid leaks and in good working order. The Contractor shall designate fueling area(s) and receive approval of the Engineer prior to using the fueling area(s). All equipment must be fueled and serviced in the designated area(s). The Contractor shall clean up, dispose, and restore any area contaminated with fuel, grease, oil, solvents, etc., at no additional cost to the City. Disposal of the contaminants shall be in accordance with WDOE requirements.

At no time shall concrete, concrete by-products, vehicle fluids, paint, chemicals, or other polluting matter be permitted to be discharged to the temporary or permanent drainage system or to be discharged from the project site to surface waters. Violators are subject to fines and are responsible for all costs associated with clean up and restoration.

Wastewater from Portland cement concrete, masonry, and asphalt concrete cutting operations shall be collected by vacuum or pumped into containers for disposal. Such



wastewater shall not be discharged to the storm drain system or surface waters. Catch basin inserts are not effective in removing the fine particles and other pollutants found in wastewater from cutting operations. Impervious surfaces contaminated with grit and cuttings shall be cleaned to prevent the contaminants from entering the storm drain system or surface waters when it rains. Wastewater from cutting operations must be disposed at the concrete wash facility, if one is required for concrete truck washing activities. Otherwise, cuttings can be discharged to on-site soil or other porous surfaces as long as no wastewater is allowed to enter storm drains and surface waters.

If the Engineer, under WSDOT Standard Specifications Section 1-08.6, orders the Work suspended, the Contractor shall continue to control erosion, pollution, and runoff during the suspension.

Payment for excavation or trench dewatering and the control of the discharge thereof shall be deemed incidental to and included in the various bid items of work requiring dewatering (e.g., structure excavation) unless a specific bid item is set forth in the Proposal/Construction Contract.

#### **8-01.3(1)F Permits**

For Work within the Right of Way - The contractor shall be required to obtain a right-of-way permit from the City. Contractor is responsible to retain the TЕСP on the construction site with the Contract Documents and to amend the plan sheet(s) as changes are made to erosion control in the field.

#### **8-01.3(1)G Reporting**

##### ***Site Discharges of Stormwater***

Site discharges of stormwater with a turbidity testing result greater than or equal to 250 NTUs, must be reported by phone immediately by the Contractor to:

1. the Department of Ecology – 425-649-7000; and
2. the Utilities Construction Inspector; and
3. the City of Lake Forest Park Public Works Department

Contractor shall record testing results in monitoring Logbook along with any remedial actions taken to resolve the high turbidity discharge.

##### ***Spill***

If any hazardous materials, including diesel fuel, gasoline, or hydraulic fluid, etc., is discharged to surface waters or the storm drain system, the Contractor shall immediately report by phone to:

1. Department of Ecology 24-Hour Spill Response Team at 1-800-258-5990; and
2. Call City of Lake Forest Park Public Works Department

The Contractor shall also submit a detailed written report to the Washington State Department of Ecology (Ecology Northwest Regional Office, 3190 160th Ave SE, Bellevue, WA 98008-5452) within five (5) days that describes the nature of the event, corrective action taken and/or planned, steps to be taken to prevent a recurrence, results of any samples taken, and any other pertinent information. A copy of the report shall also be provided to the City.



***Fish Kill or Distress***

The Contractor shall immediately report by phone to:

1. Washington State Department of Fish and Wildlife Area Habitat Biologist Larry Fisher, Office 425-313-5683; and
2. Call City of Lake Forest Park Inspector

If artifacts or bones are observed, the Contractor shall call

1. City of Lake Forest Park Construction Inspector; and
2. Army Corps of Engineers, Seattle Office, Lyz Ellis, 206-764-3634.

If there is no response and there is a need for immediate help, call Dr. Whitlam at the Washington State Office of Historic and Archaeological Program (OHAP), 360-407-0771.

**8-01.3(1)I      Sediment Trapping**

The Contractor shall install erosion control BMPs to trap sediment on-site. Permanent detention ponds, pipes or vaults may only be used for sediment containment when specifically indicated on the Contract Plans. Such permanent facilities shall be cleaned of all sediment and debris prior to final project acceptance.

Where shown on the Contract Plans, and at other sensitive areas (wetlands, streams, lakes, etc.) or as directed by the Engineer, the Contractor shall install double silt fencing at the proposed toe of the embankment to be constructed and/or area to be cleared, grubbed or graded.

Installation of additional sediment trapping BMPs shall be as directed by the Engineer should the need arise, at no additional cost to the City.

**8-01.3(1)J      Temporary Stabilization**

All soils disturbed by construction activities must be stabilized and/or protected from erosion when measurable precipitation is forecasted or as directed by the Engineer.

During May 1 through September 30, unworked soils and stockpiles shall not be exposed for longer than seven (7) days before being covered or stabilized. When there is the likelihood of measurable precipitation (0.1 inch or more in a 24 hr period), the Contractor shall temporarily cover disturbed soils and stockpiles with plastic sheeting to protect them from erosion. Plastic sheeting is not to be used for long-term stabilization.

Straw mulch (two inches deep) may be used for providing immediate protection to disturbed soils, and can be applied to slopes up to 2:1 for up to four months. The use of straw mulch alone is considered temporary. If conditions warrant, straw mulch shall be anchored by crimping, covering with netting, or spraying with a tackifier.

Constructed slopes steeper than 10% shall be roughened by stair-step grading, grooving, furrowing, or tracking to produce indentations parallel to ground contours prior to seeding and mulching.

Erosion control blankets (ECBs) shall be used on graded slopes greater than 2:1 or where directed by the Engineer.



The Contractor may propose other suitable alternatives to stabilize disturbed areas. The Contractor shall submit the proposal along with all necessary supporting information to the Engineer for review. Only those suitable alternatives that have been approved by the Engineer may be implemented. Review and approval of alternative stabilization methods and/or materials by the Engineer does not alleviate the Contractor's responsibility for ensuring effective erosion control. If the alternative erosion control BMPs fail, the Contractor shall be responsible for stabilizing the disturbed area to prevent erosion at no additional cost to the City. It is the Contractor's responsibility to carefully select and implement appropriate erosion control alternatives given the site conditions.

#### **8-01.3(1)K Permanent Stabilization**

When final grades have been established, areas disturbed by construction activities shall be permanently stabilized within 7 calendar days by hydroseeding, seeding and mulching, sodding and/or landscaping as shown on the Contract Plans if the TESC plan, or as directed by the Engineer.

Additional hydraulic mulch shall supplement the typical hydroseed mix due to site, seasonal or weather constraints as directed by the Engineer.

Disturbed interior slopes and bottom for bio-swales and permanent drainage ditches shall be sodded. Contractor shall water the sod as needed to maintain a healthy, viable condition until final project acceptance.

Ditches and swales which are not suitable for sod placement due to continuous soil saturation, steep channel slope, seasonal conditions, etc., shall be protected with an appropriate non-eroding lining.

#### **8-01.3(1)L Erosion Control Best Management Practices**

An erosion control system using the following BMPs shall be installed prior to any clearing or grading. Additional erosion controls may be required by the Engineer as weather and field conditions dictate.

If the Contractor removes BMPs in order to facilitate the completion of the work, the Contractor shall immediately reinstall the BMPs in order to control erosion at no additional cost to the City.

#### **8-01.3(8) Street Cleaning**

*(City of Lake Forest Park)*

*Replacement*

Section 8-01.3(8) is replaced with the following:

Dirt, mud, and debris shall be removed from the roadway by shoveling or sweeping and transported to an appropriate disposal area. The Contractor will not be allowed to use water to wash impervious surfaces or areas during construction. Vacuum sweepers with dust suppression shall be used as frequently as deemed necessary by the Engineer.

If the City is forced to clean up after the Contractor's operations, the cost of time and materials will be deducted from the Contractor's payment.



**8-01.3(9) Sediment Control Barriers***(City of Lake Forest Park)**Replacement*

Section 8-01.3(9) is replaced with the following:

Sediment control barriers shall be installed in accordance with TESC Plan or manufacturer's recommendations in the areas of clearing, grubbing, earthwork, or drainage prior to starting those activities. The sediment control barriers shall be maintained until the soils are permanently stabilized.

**8-01.3(15) Maintenance***(City of Lake Forest Park)**Replacement*

Section 8-01.3(15) is replaced with the following:

The Contractor shall inspect and maintain the temporary and permanent erosion control BMPs in a satisfactory working condition until such time that construction is complete, and the potential for erosion has passed. BMP maintenance activities shall be noted in the monitoring logbook.

the Contractor shall inspect daily and immediately following a storm event, all areas containing permanent and temporary erosion control BMPs. The Contractor shall implement necessary repairs to or replacement of erosion control BMPs promptly. Repairs or replacement shall be performed immediately following a storm event and during prolonged rainfall.

Sediment deposits shall be removed after each storm event or when the level of deposits reach approximately one-half the maximum potential depth or as directed by the Engineer. Disposal of any excavated material from the construction site and deposited on property within the city limits must be done in compliance with a valid permit.

***Temporary Suspension of Work***

It is the Contractor's responsibility to control water pollution and erosion resulting from his or her activities. All minimum required BMPs shall be installed and fully operational. If the Contractor is unable to satisfactorily abate water pollution or erosion problems due to adverse weather or construction methods, the Engineer shall suspend all or parts of the work until such problems are resolved to the satisfaction of the Engineer. The Contractor shall work diligently to implement additional BMPs or alternate construction methods to control water pollution and erosion and/or complete those parts of the project not affected by the suspension until the Engineer authorizes the suspended work to begin again.

***Monitoring***

The Contractor shall implement any monitoring requirements set forth in the Contract Documents.

To document the effectiveness of the Contractor's efforts to control erosion, the Engineer may take samples to monitor the runoff flow for Total Suspended Solids (TSS) concentrations to analyze discharge quality from the project site.

The State Surface Water Quality Standards (WAC 173.201A) for turbidity are:

1. No more than five (5) Nephelometric Turbidity Units (NTU) increase over background levels when background turbidity is 50 NTU or less; or



2. No more than a 10% increase over background levels when background turbidity is greater than 50 NTU.

A copy of the monitoring report will be provided to the Contractor. Based on the effectiveness of the Contractor's erosion control measures, work may be suspended during periods of rainfall or when rain is forecasted, if water quality protection cannot be maintained.

The following enforcement procedure will be employed to ensure compliance with this specification and applicable codes, regulations, laws and permits:

**Minor Violations:** These include maintenance of existing BMPs and addressing minor deficiencies (more straw mulch, repairing silt fence, covering stockpiles, etc.). Minor Violations are those which have not yet resulted in water pollution, sediment, or turbid water leaving the site. Initial notice of minor violations may be verbal or written. Failure to correct these violations within the time set forth by the Engineer shall result in written Correction Notice.

**Correction Notice:** Failure to comply with Initial Notice of Minor Violation(s) and/or a release of pollutants, turbid water, or sediment from the site shall result in a Correction Notice. The Correction Notice shall: 1) identify the work which needs to be performed to control water pollution or erosion; and 2) establish a specific timeframe for completion of such work. Other work on the site may be suspended as directed by the Engineer until the corrections are completed.

**Stop Work Order:** Failure to address a Correction Notice within the timeframe specified shall result in the issuance of a Stop Work Order. Upon issuance of the Stop Work Order, all work on the site not directly related to correcting the water pollution or erosion problems shall be suspended as directed by the Engineer. Work on other aspects of site shall not resume until such problems are resolved to the satisfaction of the Engineer and the Stop Work Order is removed.

### **8-01.3(16) Removal**

*(City of Lake Forest Park)*

*Replacement*

Section 8-01.3(16) is replaced with the following:

The Contractor shall remove all temporary erosion control BMPs within twenty (20) days after final stabilization of disturbed areas is achieved and the permanent drainage facilities are operational (e.g., vegetated swales are vegetated) and accepted by the City. Trapped sediment shall be removed unless otherwise approved by the Engineer. Disturbed soil resulting from removal of temporary erosion control BMPs shall also be permanently stabilized.

If the installation and use of the erosion control BMP's have compacted or otherwise rendered the soil inhospitable to plant growth, such as construction entrances, the Contractor shall take measures to rehabilitate the soil to facilitate plant growth. This may include, but is not limited to, ripping the soil, incorporating soil amendments, or other horticultural practices.



**8-01.4 Measurement***(City of Lake Forest Park)**Replacement*

Section 8-01.4 is revised with the following section:

Water Pollution and Erosion Control shall not be measured for payment.

**8-01.5 Payment***(City of Lake Forest Park)**Modification*

Section 8-01.5 is revised with the following section:

Water Pollution and Erosion Control	Lump Sum
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The Contract Price for Water Pollution and Erosion Control per lump sum shall include all costs for the work required at each site to furnish, install, maintain, and remove water pollution/erosion control measures for which a specific bid item has not been prepared, all in accordance with these specifications and as directed by the Engineer.

Specifically included in, but not limited to, the Contract Price bid for this item are all costs for: on hand erosion control material, stockpiling the specified quantities of erosion control materials on site, ready for use, street sweeping, repair and maintenance of water pollution and erosion control BMPs if work is suspended, covering and recovering stockpiles with plastic sheeting, installing, maintaining, and removing catch basin inserts, maintaining an Erosion Control, Sedimentation, and Water Quality Monitoring Logbook on the job site, recording weekly Erosion Control inspections preparing and submitting revisions to the TESC and CSWPPP to reflect erosion and sediment control measures that may differ from those shown in the Contract Plans, and compliance with the rainy season requirements.

Add the following new sections:

**8-01.6 Penalties***(City of Lake Forest Park)**New*

Failure of the Contractor to implement water pollution and erosion control BMPs that then results in a discharge of pollutants, sediment or turbid water to surface waters (lakes, streams, wetlands, ponds, etc.) shall result in monetary penalty and the issuance of a Stop Work Order and may be subject to an enforcement action under Chapter 1.18 BCC including monetary penalties in excess of that listed in the paragraph below.

The issuance of three Stop Work Orders as a result of the Contractor failing to implement BMPs shall be grounds for termination of the Contract by the City.

**8-01.7 Clean-up**

If pollutants or sediments are released from the project site, the Contractor shall be responsible for the immediate clean-up of impacted storm drainage facilities (e.g., pipes, catch basins, ditches, swales, detention ponds) and the clean-up and/or restoration of surface waters as deemed appropriate by the Engineer.

If the City is forced to clean up after the release of pollutants or sediments, the cost of such clean-up shall be deducted from any funds due or might become due to the Contractor. Such costs may include:



1. Staff time (including travel time and supervision) at the actual salary cost plus 100 percent (100%) for overhead; plus
2. Actual expenses for materials; plus
3. Actual expenses or rental rates for tools and equipment; plus
4. Actual expenses for contracted services.

## 8-02 ROADSIDE RESTORATION

### 8-02.1 Description

*(City of Lake Forest Park)*

*Supplement*

Section 8-06.1 is supplemented with the following:

This work also includes all seeding work on the site. Lawn areas that are disturbed on private property shall be restored with seed. The seed shall be installed using the materials shown on the Plans and/or as specified in these Special Provisions.

### 8-02.2 Materials

*(City of Lake Forest Park)*

*Supplement*

Section 8-02.2 shall be supplemented with the following:

Provide seed for lawn areas as follows:

Mixture:      60% Perennial Turf Type Ryegrass  
                     20% Hybrid Kentucky Bluegrass  
                     20% Fescue

Ryegrass:      60% by weight  
                     TARA Perennial Ryegrass  
                     DANDY Perennial Ryegrass  
                     SHERWOOD Perennial Ryegrass

Fescue:        20% by weight  
                     SPARTAN Hard Fescue

Seed shall:

- Contain no more than 1 percent other grasses, none of which is coarse or of undesirable variety.
- Be free of weeds, pests, and diseases.
- Contain no more than 1 percent Poa Anna (annual bluegrass).

Bark mulch for surface restoration adjacent to sidewalks shall conform to Section 9 14.4(3).

Root barrier shall be Deep Root Model No. UB18-2 or Contracting Agency approved equal.

### 8-02.3 Construction Requirements

*(City of Lake Forest Park)*

*Supplement*

This Section is supplemented with the following:

Landscape restoration will begin after curbs, sidewalks, driveway and curb ramps and associated work have been completed or as directed by the Engineer.



Contractor shall report to the Engineer deviation and conflicts between the Contract Documents and site conditions prior to proceeding with work. Extra work arising from failure to do so shall be done at the Contractor's expense.

Contractor is responsible for ensuring positive drainage in landscape areas.

Landscape materials shall not be installed until weather permits and installation has been authorized by the Engineer.

### **8-02.3(3) Weed and Pest Control**

#### **8-02.3(3)B Chemical Pesticides**

*(City of Lake Forest Park)*

*Supplement*

Section 8-02.3(3)B is supplemented with the following:

No chemical herbicides will be allowed in planting areas.

### **8-02.3(4) Topsoil**

#### **8-02.3(4)A Topsoil Type A**

*(City of Lake Forest Park)*

*Supplement*

Section 8-02.3(4)A is supplemented with the following:

Topsoil, Type A shall have a minimum organic matter content 5-10%, and pH 5.5-7.5 and screened through a 3/8-inch screen or approved equal.

Spread topsoil evenly over the disturbed area in accordance with the SeaTac Soil Amendment Standards in the Appendix.

### **8-02.3(6) Mulch and Amendments**

*(City of Lake Forest Park)*

*Supplement*

Section 8-02.3(6) is replaced in entirety with the following:

All disturbed, unpaved areas, pervious surfaces shall be amended with Topsoil, Type A. Once construction is complete scarify subsoil layer at least 4-inches deep. Spread 8 inches of Topsoil, Type A over the disturbed soils. On slopes steeper than 3:1, depth of scarify may be reduced as directed by the Engineer. All cultivated areas shall be raked or cleared of stones one inch in diameter and larger and all weeds, plant growth, sticks, stumps, and other debris or irregularities which might interfere with the seeding operation, growth of grass, or subsequent maintenance of the grass covered areas. See the City of SeaTac Soil Amendment Standards in the Appendix.

### **8-02.3(8) Planting**

*(City of Lake Forest Park)*

*Supplement*

This Section is supplemented with the following:

Planting materials shall be native plants, nursery grown in the Puget Sound area of Washington.

Plants shall be handled so as to avoid all damage, including breaking, brushing, root damage, sunburn, drying, freezing, or other injury. Plants must be covered during transport. Plants shall not be bound with wire or rope in a manner that could damage branches. Protect plant roots with shade and wet soil in the time period between



delivery and installation. Do not lift container stock by trunks, stems, or tops. Do not remove from containers until ready to plant.

The Contractor shall provide supplemental water to all plants as necessary to keep moisture levels appropriate to the species' horticultural requirements. Plants shall not be allowed to dry out. All plants shall be watered thoroughly immediately upon installation. Soak all containerized plants thoroughly prior to installation. Plants whose roots have dried out from exposure will not be accepted at installation inspection. All rejected plants shall be immediately removed from the site.

All plants shall be tagged for easy identification for future monitoring.

Plants shall be normal in pattern of growth, healthy, well branched, vigorous, with well-developed root systems, and free of pests and disease. Damaged, diseased, pest-infested, scraped, bruised, dried-out, burned, broken, or defective plants will be rejected. Plants with pruning wounds over 1 inch in diameter will be rejected.

Plant substitutions are not permitted without the permission of the Contracting Agency. Same-species substitutions of larger or smaller sized plants and the substitution of bare-root plants for container plants also require permission of the Contracting Agency. Small plants and bare root plants often experience less transplant shock and adapt more quickly to site conditions, resulting in a higher success rate. However, same species substitutions will only be approved based on certain site specific conditions. Landscaping varieties are not acceptable substitutes.

Immediately before installation, plants with minor root damage (some broken and/or twisted roots) must be root-pruned. Matted or circling roots of containerized plantings must be pruned or straightened and the sides of the root ball must be roughened from top to bottom to a depth of approximately 1/2 inch in two to four places. Plants with any other type of root damage will be rejected. All rejected plants will be immediately removed from the site.

If plantings fall over for any reason, they shall be replanted or replaced as necessary.

Most shrubs and trees do not require staking. If the plant can stand alone without staking in a moderate wind, do not use a stake unless indicated otherwise on the Plans. However, if the plant needs support, then use a stake with strapping or webbing placed as low as possible on the trunk to loosely brace the tree with two stakes. Do not brace the plant tightly or too high on the stem. If the plant is unable to sway, it will further lose the ability to support itself. Do not use wire in a rubber hose for strapping or other strapping that exerts pressure on the bark under normal conditions. As soon as supporting the plant becomes unnecessary, remove the stakes.

### **8-02.3(10) Lawn Installation**

#### **8-02.3(10)B Lawn Seeding and Sodding**

*(City of Lake Forest Park)*

*Supplement*

Section 8-02.3(16)A is supplemented with the following:

Seeding, Fertilizing, and Mulching shall be per Section 8-01 and as modified herein. The work under this section shall consist of preparing the ground, followed by application of seed, fertilizer, lime (if required), and mulch material to all disturbed



soil surfaces within the project limits, except areas identified for sod installation, or as established by the Engineer.

### ***Hydroseeding Specifications***

Seed per Section 9-14.2

Fertilizer per Section 9-14.3

Mulch: Wood Cellulose Fiber and Tackifier per Section 9-14.4.

### ***Construction Requirements***

After grading of areas has been completed in conformity with the lines and grades shown on the Plans, and before beginning seeding operation, the areas to be seeded shall be cultivated to provide a reasonable firm but friable seedbed. Cultivation shall be carried to a depth of 8 inches. On slopes steeper than 3:1, depth of cultivation may be reduced as directed by the Engineer. All cultivated areas shall be raked or cleared of stones one inch in diameter and larger and all weeds, plant growth, sticks, stumps, and other debris or irregularities which might interfere with the seeding operation, growth of grass, or subsequent maintenance of the grass covered areas.

If required, apply dolomitic limestone at rates to bring topsoil pH to 6.5 plus or minus 0.5. Work limestone into soil to a minimum depth of 2 inches. Apply prior to application of fertilizer and seed mix.

Seeding shall not be done during windy conditions or when climatic or ground conditions would hinder placement or proper growth.

Apply grass seed mixture specified at specified rate required by the Engineer for the specific application. Sod, seed, fertilizer, ground limestone (if required), and mulch material will be placed by the hydraulic method.

### ***Hydraulic Method***

Seeding by hydraulic methods shall consist of furnishing and placing a slurry made of seed, fertilizer, wood cellulose fiber, and water.

The wood cellulose fiber shall be added to the water slurry in the hydraulic seeder after the proportionate amounts of seed and fertilizer have been added. The slurry mixture shall then be combined and applied in such a manner that the rate of application will result in an even distribution of all materials.

Hydraulic seeding equipment shall be capable of maintaining a continuous agitation so that a homogeneous mixture can be applied through a spray nozzle. The pump shall be capable of producing sufficient pressure to maintain a continuous, non-fluctuating spray capable of reaching the extremities of the seeding area with the pump unit located on the roadbed. Sufficient hose shall be provided to reach areas not practical to seed from the nozzle unit situated on the roadbed.

The Contractor shall protect seeded areas against traffic by warning signs or barricades, as approved by the Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by re-grading, reseeding, and re-mulching, as directed by the Engineer and the Contractor shall otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.



Seeded and Sod areas shall be watered at such frequency as weather conditions require, to maintain soil moisture below root zone.

Contractor shall provide 3/4 inches of water applied to promote maximum penetration to root zone with minimum runoff. A periodic check will be made by the Engineer to determine the moisture level in the major root zone, with any deficiencies to be immediately corrected by the Contractor. When establishing turf areas, the soils shall be watered often enough to maintain a moist seedbed to aid in seed germination and a vigorous, healthy vegetative growth.

Repair and replacement of all damaged or dead seeded areas shall occur immediately or upon approval or request of the Engineer, regardless of cause, at no additional cost to the Owner. The Contractor shall adequately protect all seeded areas.

A final acceptance inspection will be conducted by the Engineer at the conclusion of the contract. Conditions governing final acceptance are that a healthy and uniform stand of grass be achieved, free of weeds and disease and showing no signs of a chlorotic condition. The cost of any replacement seeding shall be borne by the Contractor.

### **8-02.3(13) Plant Establishment**

*(City of Lake Forest Park)*

*Supplement*

This Section is supplemented with the following:

All references to “first-year plant establishment” in this Section shall read “plant establishment.”

If directed by the Engineer, the Contractor shall submit a plant establishment plan for approval by the Engineer. The plant establishment period shall extend from notification of acceptance of initial planting through physical completion of the Project.

### **8-02.3(10)C Lawn Establishment**

*(City of Lake Forest Park)*

*Supplement*

This Section is supplemented with the following:

The lawn establishment period shall begin immediately after the lawn seeding or sodding has been accepted by the Engineer and shall extend to the end of four mowings or 20 working days whichever is longer. The mowings shall be done in accordance with Section 8-02.3(10)D.

During the lawn establishment period, the Contractor shall ensure the continuing healthy growth of the turf. This care shall include keeping the project in a presentable condition including, but not limited to, removal of litter, mowing, trimming, removal of grass clippings, edging, fertilization, insecticide and fungicide applications, weed control, watering, repairing the irrigation system, and repair and reseeding all damaged areas.

All Work performed under lawn establishment shall comply with established turf management practices.

Acceptance of lawn planting as specified will be based on a uniform stand of grass and a uniform grade at the time of final inspection. The Contractor shall recultivate, re-grade, reseed, and refertilize areas that are bare or have a poor stand of grass or not having a



uniform grade through any cause before final inspection at no additional cost to the Contracting Agency.

Should the lawn establishment period extend beyond the date of Physical Completion per the contract documents, the Contracting Agency obtains the rights for the Contractor to complete the work and acceptance of lawn establishment as specified herein at no additional cost to the Contracting Agency.

#### **8-02.4 Measurement**

(\*\*\*\*\*)

*Replacement*

This work will not be measured.

#### **8-02.5 Payment**

(\*\*\*\*\*)

*Replacement*

All costs for this work shall be included in section 1-07.16 Protection and Restoration of Property.

### **8-04 CURBS, GUTTERS, AND SPILLWAYS**

#### **8-04.2 Materials**

(\*\*\*\*\*)

*Supplement*

Section 8-04.2 is supplemented with the following:

The Additive bid item “Cement Concrete Valley Gutter (Additive Bid Item)” shall meet the requirements of sections 9-01 and 9-03 of the WSDOT standard specifications.

#### **8-04.4 Measurement**

(\*\*\*\*\*)

*Supplement*

Section 8-04.4 is supplemented with the following:

The Additive bid item “Cement Concrete Valley Gutter (Additive Bid Item)” shall be measured per lineal foot along the flow line.

#### **8-04.5 Payment**

(\*\*\*\*\*)

*Supplement*

Section 8-04.5 is revised with the following section:

Cement Concrete Valley Gutter (Additive Bid Item)	Lineal Foot
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The unit contract price per Linear Foot (LF) for “Cement Concrete Valley Gutter (Additive Bid Item)” shall include labor, material, and equipment necessary to install the cement concrete valley gutter per the construction drawings. This includes but is not limited to sawcutting, formwork, protection of existing features to remain, removal and disposal of existing material necessary material as well as any finishing and tooling as required for a finished product as shown on the plans in accordance with City standards.



## 8-14 CEMENT CONCRETE SIDEWALKS

### 8-14.1 Description

(April 3, 2017 WSDOT GSP)

*Modification*

Section 8-14.1 is revised to read:

This work consists of constructing cement concrete sidewalks, masonry sidewalks, and ramp grinding in accordance with details shown in the Plans, Standard Plans, these Specifications, and in conformity to the lines and grades shown in the Plans, Standard Plans, and as established by the Engineer.

### 8-14.2 Materials

(April 3, 2017 WSDOT GSP)

*Supplement*

Supplement Section 8-14.2 to read:

Materials for detectable warning surfaces for sites 1 and 2 will be fixed with an adhesive and meet the material specifications per manufacturer Vanguard ADA Systems or approved equal.

Vanguard ADA Systems

Phone: (360) 668 5700

Address: 18122 SR 9 SE, Suite F Snohomish WA 98296)

### 8-14.3 Construction Requirements

(April 3, 2017 WSDOT GSP)

*Supplement*

Section 8-14.3 is supplemented with the following:

The Contractor shall request a pre-construction meeting with the Engineer to be held 2 to 5 working days before any work can start on cement concrete sidewalks, curb ramps, or other pedestrian access routes to discuss construction requirements. Those attending shall include:

1. the Contractor and Subcontractor in charge of constructing forms and placing, and finishing the cement concrete.
2. Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.

Items to be discussed in this meeting shall include, at a minimum, the following:

1. Slopes shown on the Plans.
2. Inspection
3. Traffic control
4. Pedestrian control, access routes and delineation
5. Accommodating utilities
6. Form work
7. Installation of detectable warning surfaces
8. Contractor ADA survey and ADA Feature as-built requirements
9. Cold Weather Protection



10. Construction Sequencing of the Curb Ramps. It is at the Owners request that the contractor construct the curb ramps at Site 3 first.

### **8-14.3 Construction Requirements**

(January 7, 2019 WSDOT GSP)

*Supplement*

#### ***Timing Restrictions***

Curb ramps shall be constructed on one leg of the intersection at a time. The curb ramps shall be completed and open to traffic within five calendar days before construction can begin on another leg of the intersection unless otherwise allowed by the Engineer.

Unless otherwise allowed by the Engineer, the five calendar day time restriction begins when an existing curb ramp for the quadrant or traffic island/median is closed to pedestrian use and ends when the quadrant or traffic island/median is fully functional and open for pedestrian access.

#### ***Layout and Conformance to Grades***

Using the information provided in the Contract documents, the Contractor shall lay out, grade, and form each new curb ramp, sidewalk, and curb and gutter.

The first paragraph of Section 8-14.3(5) is revised to read:

#### ***Detectable Warning Surface***

(January 13, 2021 WSDOT GSP OPT1.GR8)

The detectable warning surface shall be located as shown in the Contract Plans or Standard Plans. Placement of the detectable warning surface shall be in accordance with the manufacturer's recommendation for placement in fresh concrete, before the concrete has reached initial set, or on a hardened cement concrete surface Glued or stick down  
Detectable Warning Surfaces are allowed on asphalt surfaces only for temporary work zone applications.

### **8-14.3(5)C Construction Requirements**

(\*\*\*\*\*)

*Supplement*

Detectable warning surfaces applied at sites 1 and 2 will be applied by adhesion methods per the specifications by Vanguard Information Systems or approved equal. All other sites where detectable warning surface is indicated shall conform to WSDOT specification section 8-14.3(5)B.

### **8-14.4 Measurement**

(\*\*\*\*\*)

*Replacement*

Section 8-14.4 is revised with the following section:

The bid item "Detectable Warning Surface at Site 1 and Site 2" shall be measured per square foot of surface-applied detectable warning surface material constructed as shown on the Plans.

The bid item "Cement Conc. Sidewalk" shall be measured by square yard.

The bid item "Curb Ramp 1 - NE 165th St and 41st Ave NE (Site 3)" shall be measured by lump sum for payment.



The bid item “Curb Ramp 2 - NE 165th St and 41st Ave NE (Site 3)” shall be measured by lump sum for payment.

The bid item “Curb Ramp 3 - NE 161st St and 41st Ave NE (Site 4)” shall be measured by lump sum for payment.

The bid item “Curb Ramp 4 and 5 - NE 162nd St and 38th Ave NE (Site 5)” shall be measured by lump sum for payment.

The bid item “Curb Ramp 6 - NE 162nd St and 38th Ave NE (Site 5)” shall be measured by lump sum for payment.

The bid item “Curb Ramp 7 - NE 160th St and 37th Ave NE (Site 6)” shall be measured by lump sum for payment.

The bid item “Curb Ramp 8 - NE 160th St and 37th Ave NE (Site 6)” shall be measured by lump sum for payment.

#### **8-14.5 Payment**

(\*\*\*\*\*)

*Modification*

Section 8-14.5 is revised with the following section:

Detectable Warning Surface at Site 1 and Site 2	Square Foot
Cement Conc. Sidewalk	Square Yard
Curb Ramp 1 - NE 165th St and 41st Ave NE (Site 3)	Lump Sum
Curb Ramp 2 - NE 165th St and 41st Ave NE (Site 3)	Lump Sum
Curb Ramp 3 - NE 161st St and 41st Ave NE (Site 4)	Lump Sum
Curb Ramp 4 and 5 - NE 162nd St and 38th Ave NE (Site 5)	Lump Sum
Curb Ramp 6 - NE 162nd St and 38th Ave NE (Site 5)	Lump Sum
Curb Ramp 7 - NE 160th St and 37th Ave NE (Site 6)	Lump Sum
Curb Ramp 8 - NE 160th St and 37th Ave NE (Site 6)	Lump Sum

The unit Contract Price per square foot of “Detectable Warning Surface” shall be full pay for surface-applied detectable warning surfaces.

The Contract Price per square yard of “Cement Conc. Sidewalk” shall include all costs for excavation, haul, and disposal of all existing subgrade as necessary to install the new sidewalk, new gravel base course, installation of the sidewalk shown within the limits per the contract plans, and any restoration of top soil and grass (through seeding) or bark mulch due to excavation/grading necessary for new sidewalk installation. Top soil, lawn and bark mulch installation must meet material and construction requirements found in section 8-02.

The Contract Price for the bid item “Curb Ramp \_\_\_\_” shall include all costs for the work required at each site to furnish and install the sidewalk as shown on the contract plans.

Specifically included in, but not limited to, the Contract Price bid for this item are all costs for excavation, haul and disposal of all existing subgrade as necessary to install the new sidewalk, new gravel base course, installation of the sidewalk shown within the limits per the contract plans, and any restoration of top soil and grass (through seeding) or bark mulch due to



excavation/grading necessary for new sidewalk installation. Top soil, lawn and bark mulch installation must meet material and construction requirements found in section 8-02.

Any additional restoration of area adjacent to new sidewalk not specifically addressed by and included bid item shall be paid under “Protection and Restoration of Property” bid item.

Removal of all existing sidewalk will be included in the lump sum bid item “Removal of Structures and Obstructions.” The existing curb and gutter is to remain unless specified in the contract plans or as directed by the engineer. If the contractor damages existing curb and gutter that is to remain, the contractor shall be responsible for replacement costs of said damaged curb and gutter.

A drainage test shall also be incidental to Curb Ramp 2 – NE 165th St and 41st Ave NE (Site 3). Following completion of all improvements at the intersection, the contractor shall perform a drainage test which shall include a water truck to discharge water at the intersection for the Authorized Representative of the City and the Engineer to observe flow paths at the intersection and Curb Ramp 2.

Removal of all existing curb ramp will be included in the lump sum bid item “Removal of Structures and Obstructions”.

## **END OF DIVISION 8**



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***DIVISION 9***  
***MATERIALS***



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## DIVISION 9

### MATERIALS

#### 9-14 EROSION CONTROL AND ROADSIDE PLANTING

The materials for roadside planting shall meet the requirements of Section 9-14 of the Standard Specifications supplemented as follows. Irrigation water shall conform to the provisions of Section 9-25.2.

##### 9-14.2 Topsoil

*(City of Lake Forest Park)*

*Supplement*

##### 9-14.2(1) Topsoil, Type A

Topsoil Type A shall be a two-way mix or approved equal, consisting of the following:

Soil shall be a mixture of 50% pure compost, and 50% sand, sandy loam, or silty sand. The compost shall be fully composted and mature organic materials. No fresh sawdust or other fresh wood by-products shall be added to extend the volume after the composting process. Refer to Section 9-14.4(8) Compost, of the Standard Specifications.

Chemical/physical characteristics shall comply with the following:

Screen Size (approx. Particle size)	7/16" maximum
Total Nitrogen	.25% minimum
Organic Matter	50%
pH Range	5.5-7.5
Conductivity	5 mmhos/cm maximum

Compost shall be 98% minimum material derived from the aerobic decomposition of recycle plant waste and/or secondary sewage treatment. It shall be free of viable weeds and other plant propagules and shall have a moisture content that has no visible free water or dust produced when handling the material.

Contractor shall provide a complete analysis of the Topsoil Type A, with a (1) cubic foot sample for review and approval.

##### 9-14.3 Seed

*(City of Lake Forest Park)*

*Supplement*

Section 9-14.2 shall be supplemented with the following:

The dealer shall mix the grass seed for hydroseeding. The Contractor shall furnish to the Engineer the dealer's guaranteed statement of the composition of the mixture and the percentage of purity and germination of each variety. Hydroseeded lawn shall be composed of the following varieties mixed in the properties indicated.



***Hydroseeded/Seeded Lawn Mix:***

<b><u>Kind and Variety of Seed in Mixture</u></b>	<b><u>% By Weight</u></b>	<b><u>% Pure Seed</u></b>	<b><u>Minimum % Germination</u></b>
Kentucky Bluegrass Blend (3 Varieties)	50%	99% weed free	90
Perennial Ryegrass	30%	99% weed free	90
Creeping Red Fescue	20%	99% weed free	90

Seed shall be applied at a rate of 6 lbs per 1,000 sq. ft. or 250 lbs pounds per acre on areas requiring Seeded Lawn Installation.

All seed shall be Pure Live Seed. Inert and other crop material shall not exceed 5%, noxious weeds not to exceed 0%.

“Erosion Control Seed Mix” shall be composed of the following varieties mixed in the proportions indicated:

<b><u>Name</u></b>	<b><u>% By Weight</u></b>
Durar Hard Fescue	25%
Covar Sheep Fescue	20%
Crested Wheatgrass	20%
Intermediate Wheatgrass	20%
Sherman Big Blue	5%
Basin Wildrye	5%

Seed shall be applied at a rate of 2 lbs per 1,000 sq. ft. or 80 lbs pounds per acre on areas requiring erosion control seeding, fertilizing and mulching in non-irrigated areas.

Wood fiber mulch and fertilizer shall be applied at rate and type per seed supplier’s recommendations.

**9-14.4 Fertilizer**

*(City of Lake Forest Park)*

*Supplement*

Fertilizer shall be a standard commercial grade of organic or inorganic fertilizer as specified herein. All fertilizers shall be furnished in standard unopened containers with weight, name of plant nutrients and manufacturer’s guaranteed statement of analysis clearly marked, in accordance with State and Federal law.

Fertilizer provided for hydroseeding applications shall be 10-10-10, applied at a rate that provides 1 pound of nitrogen per 1000 square feet.

Fertilizer for trees and shrubs shall be Best-Paks, Biodegradable Packet, 20-10-5 Fertilizer or approved equal.

**9-14.5 Mulch and Amendments****9-14.5(3) Bark or Wood Chip Mulch**

*(City of Lake Forest Park)*

*Supplement*

The Contractor shall provide “Bark mulch”, 100% medium grade composted ground fir or hemlock bark



Bark shall be uniform in color, free from weed seeds, sawdust and splinters. Mulch shall not contain resin, tannin, wood fiber or other compounds detrimental to plant life. Moisture content of bagged mulch shall not exceed 22%. The acceptable size range of bark mulch material is 1/2 inch with a maximum of 20% passing the 1/2 inch screen.

#### **9-14.6 Erosion Control Devices**

*(City of Lake Forest Park)*

*New Section*

Add the following New Section.

##### **9-14.6(10) Erosion Control Blanket Approval**

For temporary erosion control blanket for Road embankment areas indicated on the Plans, the Contractor shall submit product sample and technical data to the Engineer for approval, prior to installation.

#### **9-14.7 Plant Materials**

##### **9-14.7(2) Quality**

*(City of Lake Forest Park)*

*Supplement*

Plant material shall be free from disfiguring knots, swollen grafts, sunscale injuries, bark abrasions, evidence of improper pruning or other objectionable disfigurement.

Potted and container stock shall be well rooted and vigorous enough to ensure survival and healthy growth. Shrubs shall have full foliage (not leggy). Container stock shall be grown in its delivery container for not less than six (6) months, but not for more than two (2) years. Root bound or broken containers will not be accepted. Bare root, liner and root stock with dried or shriveled roots from exposure will not be accepted.

Trees will be provided with untapped, straight, single leaders, except for multiple stem (clump) trees. Trees shall have full crowns and balanced branching.

##### **9-14.7(3) Handling and Shipping**

*(City of Lake Forest Park)*

*Supplement*

All plant material shall be transported to planting locations with care to prevent damage. Tie back branches as necessary, and protect bark from chafing with burlap bags. Do not drag plant materials along ground without proper protection of roots and branches. Protect rootball from environmental or mechanical damage and water as necessary to keep roots moist. Do not store plants for more than one week.

Within 14 days after award of this contract, the Contractor shall submit to the Engineer written documentation that all specified plant material has been located:

1. List supplier's names, addresses and phone numbers
2. List respective growing or storage locations

Plant delivery is to be scheduled as close to plant installation as possible to avoid extended storage of materials onsite.



Add the following New Sections.

**9-14.7(5) Tagging**

*(City of Lake Forest Park)*

*Supplement*

All plant material except ground cover shall be legibly tagged. Tagging may be by specie or variety. Remove all tagging prior to final acceptance.

**9-14.7(6) Inspection**

*(City of Lake Forest Park)*

*Supplement*

The Project Engineer shall reserve the option of selecting and inspecting plant material at the nursery. The contractor shall provide the Engineer with at least one week notice prior to preparing plants for shipping and delivery. The Contractor shall neither deliver to site nor install plant materials until authorized by the Project Engineer.

Plants trimmed from larger sizes to meet the specified sizes will not be accepted. Plants shall not have any cuts in excess of 0.75-inch in diameter that have not completely healed over. Leaders shall be intact on all plants. Trees shall not be pruned before delivery. Any plant that, in the opinion of the Engineer, does not comply with these general conditions will be rejected.

The review and approval of all plant material by the Engineer prior to planting is required. The Contractor is to immediately remove rejected plants from the site.

**9-14.7(7) Substitution of Plants**

*(City of Lake Forest Park)*

*Supplement*

No substitution of plant species, varieties, sizes or shapes will be allowed without written authorization by the Project Engineer.

Contractor shall provide the Project Engineer with at least (3) nursery sources, including phone numbers, showing material is unavailable before requesting a substitute for specified plant material.

**9-14.7(8) Temporary Storage**

*(City of Lake Forest Park)*

*Supplement*

Cold storage of plants will not be permitted.

If planting is delayed more than 24 hours after delivery, set balled and burlapped plants on the ground, well protected with soil or wet peat. Adequately cover all roots of bare root material with soil or wet peat. Protect rootball from freezing, sun, drying winds or mechanical damage. Water material as necessary until planted.

Plants shall not be stored for more than one week. Longer storage period at project site will result in rejection of plant materials by the Project Engineer.

**END OF DIVISION 9**



***APPENDIX C***  
***CONTRACT PLANS***  
(See Separate Full-Size Plan Set)



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# ACCESSIBLE CURB RAMP PROJECT

# 100% SUBMITTAL

**LAKE FOREST PARK, WA 98042**

# KING COUNTY

**FEBRUARY 2022**

**OWNER: CITY OF LAKE FOREST PARK**

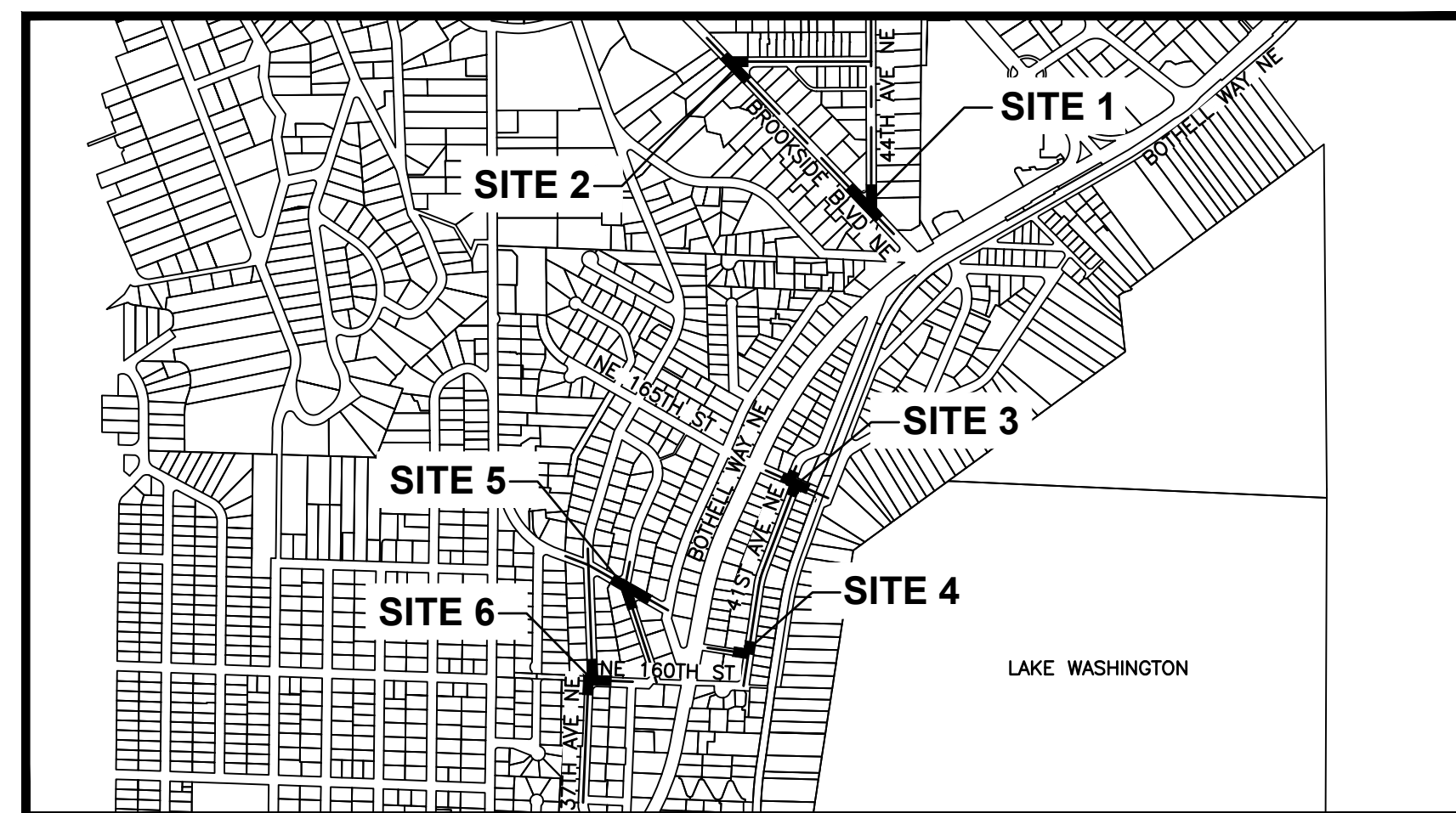
**AUTHORIZED REPRESENTATIVE**

NAME: ANDREW SILVIA, PE  
ADDRESS: 17425 BALLINGER WAY NE CITY OF  
LAKE FOREST PARK, WA 98155  
PHONE: 206.957.2836  
EMAIL: ASILVIA@CI.LAKE-FOREST-PARK.WA.US

**PACE ENGINEERS, INC.**

**CIVIL ENGINEER**

NAME: ROBIN NELSON, PE  
COMPANY: PACE ENGINEERS  
ADDRESS: 11255 KIRKLAND WAY  
STE 300  
KIRKLAND, WA 98033  
PHONE: 425.827.2014  
EMAIL: ROBINN@PACEENGRS.COM



### VICINITY MAP

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$$1'' = 1000'$$

## SHEET LIST

SHEET NUMBER	SHEET TITLE
1	COVER
2	GENERAL NOTES & ABBREVIATIONS
3	HORIZONTAL CONTROL & EXISTING CONDITIONS – SITES 1 THROUGH 4
4	HORIZONTAL CONTROL & EXISTING CONDITIONS – SITES 5 AND 6
5	TESC AND DEMO – SITES 1 THROUGH 4
6	TESC AND DEMO – SITES 5 AND 6
7	SITE PLANS – SITES 1 THROUGH 4
8	SITE PLANS – SITES 5 AND 6
9	CURB RETURNS – SITES 3 AND 4 GEOMETRY
10	CURB RETURNS – SITES 5 AND 6 GEOMETRY
11	DETAILS
12	DETAILS
13	DETAILS

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CHECKED	TC				
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11255 Kirkland Way, Suite 300  
Kirkland, WA 98033  
p. 425.827.2014 | f. 425.827.5043

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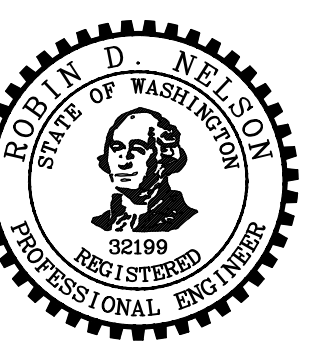
**CITY OF LAKE FOREST PARK**  
17425 BALLINGER WAY NE  
LAKE FOREST PARK, WA 98155

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DATE	2/14/2022
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## ACCESSIBLE CURB RAMP PROJECT

COVER



ORIGINAL COPY OF DIGITALLY SIGNED DOCUMENT AVAILABLE UPON REQUEST

SPACE PROJECT NO.  
**21236**

DWG NAME: P21236\_COVER.DWG

SHEET 1 OF 13

100% SUBMITTAL



PROJECT LEGEND

EXISTING	PROPOSED	DESCRIPTION
		CENTER LINES
		PROPERTY LINES
		RIGHT-OF-WAY LINES
		LOT LINES
		DITCH LINE
		FLOW LINE
		WATER LINE
		SANITARY SEWER LINE
		STORM DRAIN LINE
		GAS LINE
		UNDERGROUND POWER LINES
		UNDERGROUND TELEPHONE LINES
		UNDERGROUND CABLE TV LINES
		UNDERGROUND FIBER OPTIC LINES
		OVERHEAD POWER LINES
		OVERHEAD UTILITY LINES
		CHAIN LINK FENCE
		WIRE FENCE
		WOOD FENCE
		EDGE OF WOODS OR BRUSH
		RETAINING WALL

EXISTING	PROPOSED	DESCRIPTION
		WATER VALVE
		HYDRANT
		WATER METER
		MANHOLES (SS/SD)
		CB
		POWER/UTILITY POLE
		GUY ANCHOR
		POWER TRANSFORMER
		POWER/TELEPHONE VAULT
		POWER METER
		TELEPHONE/TV RISER
		GAS VALVE
		GAS METER
		STREET LIGHT
		LUMINAIRE
		SPOT ELEVATION
		SIGN
		MAILBOX
		ROCKERY
		CONIFEROUS TREE
		DECIDUOUS TREE
		FOUND CASD MONUMENT
		SET MAGNETIC NAIL W/ WASHER
		WETLAND/STREAM BIOLOGIST FLAG

NOTES

1. UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON ASBUILT FIELD LOCATION OF EXISTING STRUCTURES. FIELD LOCATION OF UTILITIES BASED ON LOCATOR PAINT MARKINGS AND LOCATIONS BASED ON UTILITY MAPS FROM CITY AND UTILITY DRAWINGS INDICATING REPORTED UTILITY INSTALLATIONS. OTHER UTILITIES MAY EXIST. NO SUB-SURFACE EXPLORATION WAS MADE TO VERIFY UTILITY ROUTINGS AND THE ROUTING OF ALL BURIED UTILITIES SHOULD BE CONFIRMED WITH THE UTILITY PURVEYOR AND EXPOSED IN AREAS CRITICAL TO DESIGN FOR VERIFICATION.
2. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE IN SEPTEMBER 2021 AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.
3. PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA GS14 GPS/GNSS EQUIPMENT EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING LEICA ELECTRONIC 1201 TOTAL STATIONS FOR THE MEASUREMENT OF BOTH ANGLES AND DISTANCES. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET BY WACS 332-130-080/090.

PROJECT ABBREVIATIONS

ALT	ALTERNATE	GV	GATE VALVE	PP	POWER POLE
APPROX	APPROXIMATE	HDPE	HIGH DENSITY POLYETHYLENE	PRV	PRESSURE REGULATION VALVE POINT
APW	AMERICAN PUBLIC WORKS	HH	HAND HOLE	PT	POINT OF TANGENCY
ASPH	ASPHALT	HP	HIGH POINT	PUD	PUBLIC UTILITY DISTRICT
ATB	ASPHALT TREATED BASE	HWY	HIGHWAY	PVC	POLYVINYL CHLORIDE
AVE	AVENUE	HYD	HYDRANT	PVI	POINT OF VERTICAL INTERSECTION
AWWA	AMERICAN WATER WORKS ASSOCIATION	ID	INSIDE DIAMETER	R	RADIUS
BM	BENCHMARK	IE	INVERT ELEVATION	RG	ROUGH GRADE
BOT	BOTTOM	IN	INCH	RP	RADIUS POINT, REFERENCE POINT
BST	BITUMINOUS SURFACE TREATMENT	INCL	INCLUDING	RJ	RESTRAINT JOINT
BLDG	BUILDING	IRR	IRRIGATION	ROW	RIGHT OF WAY
CB	CATCH BASIN	L	LENGTH	RT	RIGHT
CF	CUBIC FEET	LB	POUND	SS	SANITARY SEWER
CIP	CAST IRON PIPE	LF	LINEAL FOOT (FEET)	SCH	SCHEDULE
CJ	CONSTRUCTION JOINT	LS	LUMP SUM	SD	STORM DRAIN
CL	CENTER LINE	LT	LEFT	SF	SQUARE FEET
CMP	CORRUGATED METAL PIPE	MAX	MAXIMUM	SHT	SHEET
CMU	CONCRETE MASONRY UNIT	MB	MAILBOX	SIM	SIMILAR
CONC	CONCRETE	MH	MANHOLE	S	SLOPE
CPE	CORRUGATED POLYETHELENE	MIC	MONUMENT IN CASE	ST	STREET
CULV	CULVERT	MISC	MISCELLANEOUS	STA	STATION
CY	CUBIC YARD	MJ	MECHANICAL JOINT	STD	STANDARD
DEMO	DEMOLITION	MOC	MIDDLE OF CURVE	ST	STEEL
DI	DUCTILE IRON	MON	MONUMENT	STR	STRUCTURAL
DIAM	DIAMETER	N	NORTH	SD	STORM DRAIN
E	EAST	N/A	NON APPLICABLE	SY	SQUARE YARD
ELEV	ELEVATION	NIC	NOT IN CONTRACT	TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
EST	ESTIMATE	NO.	NUMBER	TOC	TOP OF CURB
EVC	END VERTICAL CURVE	NTS	NOT TO SCALE	TOP	TOP OF PIPE
EXIST	EXISTING	O.C.	ON CENTER	TYP	TYPICAL
FF	FINISH FLOOR	O.D.	OUTSIDE DIAMETER	UGP	UNDERGROUND POWER LINE
FG	FINISH GRADE	OHP	OVERHEAD POWER LINE	UP	UTILITY POLE
FH	FIRE HYDRANT	OHP&T	OVERHEAD POWER & TELEPHONE	VC	VERTICAL CURVE
FL	FLOW LINE	PC	POINT OF CURVATURE	VPI	VERTICAL POINT OF INTERSECTION
FM	FORCE MAIN	PE	PLAIN END	W	WEST, WATER
FO	FIBER OPTIC	PI	POINT OF INTERSECTION	W/	WITH
FT	FEET, FOOT	PL	PROPERTY LINE	WM	WATER MAIN
G	GAS				
GR	GRADE, GRAVEL				

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17425 BALLINGER WAY NE  
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DATE  
2/14/2022  
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ACCESSIBLE CURB RAMP PROJECT  
GENERAL NOTES & ABBREVIATIONS

100% SUBMITTAL

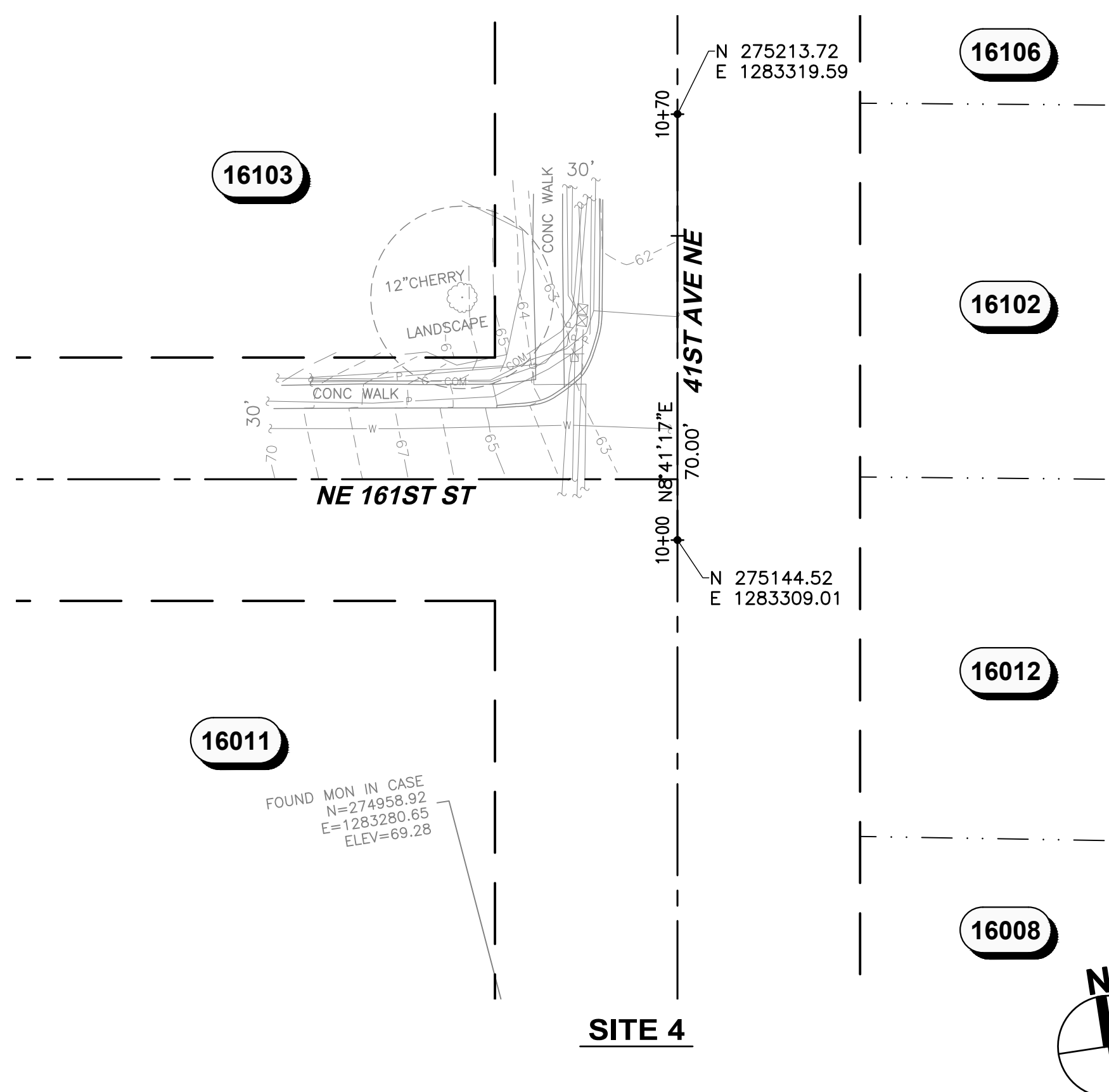
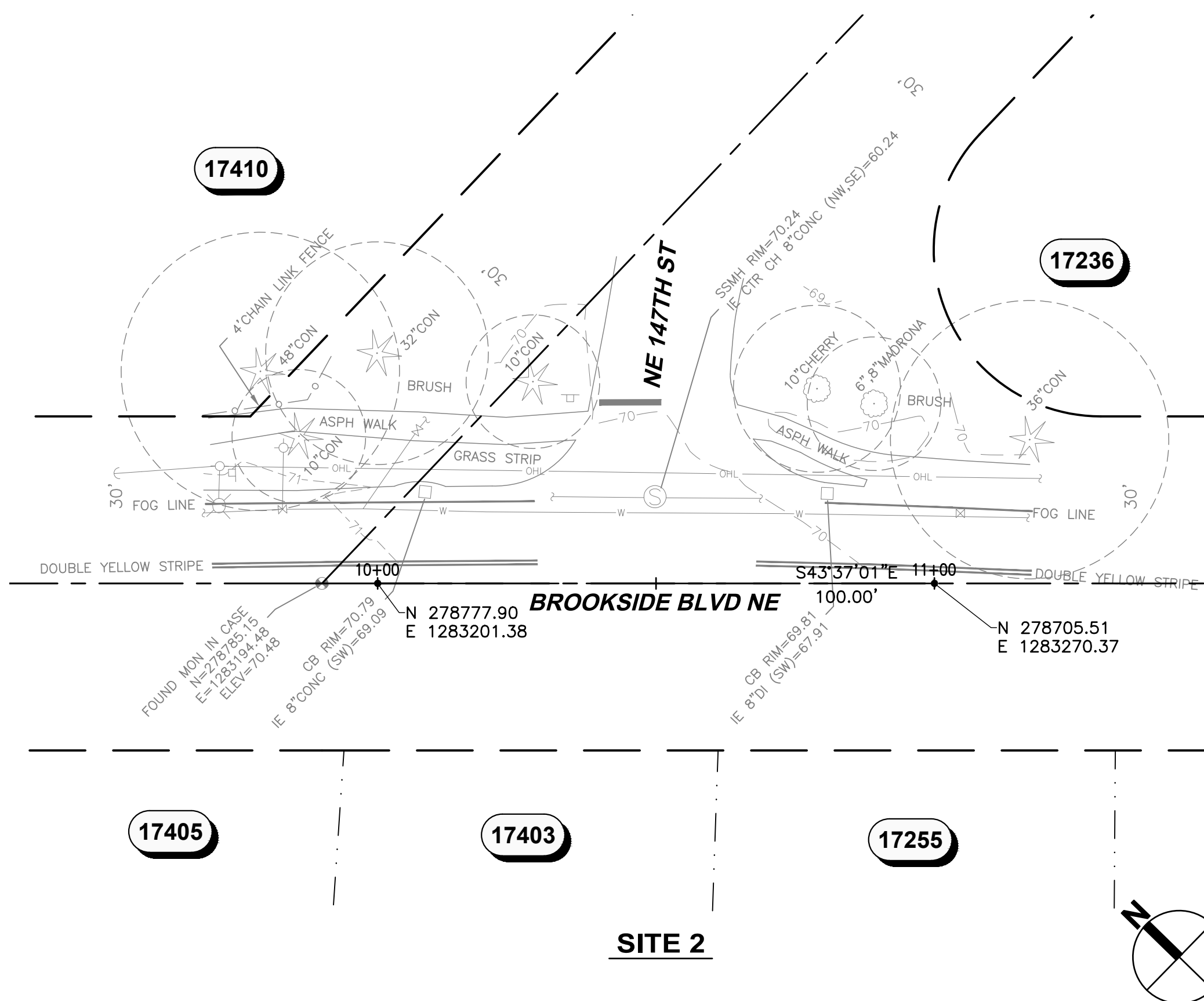
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PACE PROJECT NO.  
**21236**

DWG NAME: P21236\_GN\_ABBR.DWG

SHEET **2** OF **13**





- |  |                                 |
|--|---------------------------------|
|  | WATER VALVE                     |
|  | HYDRANT                         |
|  | WATER METER                     |
|  | MANHOLES (SS/SD)                |
|  | CB                              |
|  | POWER/COMM. VAULT               |
|  | STREET LIGHT                    |
|  | AREA LIGHT                      |
|  | LITTLE LIBRARY BOX              |
|  | GAS VALVE                       |
|  | SIGN                            |
|  | MAILBOX                         |
|  | ROCKERY                         |
|  | WOOD WALL                       |
|  | SPOT ELEVATION                  |
|  | SIZE & TYPE (CONIFEROUS TREE)   |
|  | SIZE & TYPE (DECIDUOUS TREE)    |
|  | MAGNETIC NAIL W/ WASHER         |
|  | REBAR AND CAP (SET)             |
|  | REBAR AND CAP (FOUND)           |
|  | TACK AND LEAD                   |
|  | HUB AND TACK                    |
|  | CASED MONUMENT                  |
|  | SURFACE MONUMENT                |
|  | EXISTING GRADE                  |
|  | CENTER LINES                    |
|  | RIGHT-OF-WAY LINES              |
|  | EASEMENT LINES                  |
|  | LOT LINES                       |
|  | WATER LINE                      |
|  | IRRIGATION WATER LINE           |
|  | SANITARY SEWER LINE             |
|  | STORM DRAIN LINE                |
|  | GAS LINE                        |
|  | UNDERGROUND POWER LINES         |
|  | UNDERGROUND COMMUNICATION LINES |
|  | OVERHEAD UTILITY LINES          |
|  | TREE DRIP LINE                  |
|  | CHAIN LINK FENCE                |
|  | WIRE FENCE                      |
|  | WOOD FENCE                      |
|  | EDGE OF VEGETATION/HEDGE LINE   |
|  | WOOD WALL                       |

**UTILITY PROVIDERS:**

PER ONE CALL DESIGN LOCATE INFORMATION (2021/09/24)

**GENERAL NOTES:**

CONSTRUCTION CENTERLINE IS BASED ON ROW CENTERLINE.

## HORIZONTAL DATUM

HORIZONTAL DATUM: NAD 83/11, WASHINGTON COORDINATE SYSTEM NORTH ZONE.  
BASED ON GPS MEASUREMENTS UTILIZING THE VIRTUAL REFERENCE NETWORK

## VERTICAL DATUM

VERTICAL DATUM: NAVD 88 BASED ON GPS MEASUREMENTS UTILIZING THE VIRTUAL REFERENCE NETWORK AND GEOID 2012A MODEL.

ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

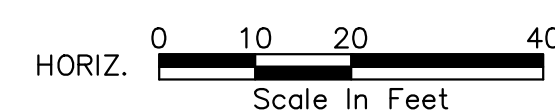
THE LOCATION AND DESCRIPTION OF ALL SURVEY MARKERS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS TAKEN IN SEPTEMBER & OCTOBER, 2021, UNLESS OTHERWISE INDICATED.

WORK PERFORMED IN CONJUNCTION WITH THIS SURVEY UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES: (A) 1" TRIMBLE S7 SERIES ELECTRONIC TOTAL STATION, MAINTAINED TO THE MANUFACTURER'S SPECIFICATIONS PER W.A.C. 332-130-100. (B) FIELD TRAVERSE, EXCEEDING REQUIREMENTS SET FORTH IN W.A.C. 332-130-090. (C) LEASE SQUARE ADJUSTMENT USING StarNet VERSION 9.0 EXCEEDING REQUIREMENTS PER W.A.C. 332-130-080.

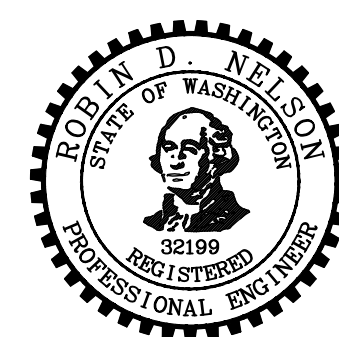
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT  
PURPORT TO SHOW ALL EASEMENTS.

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CALL FOR LOCATE: UTILITY LOCATION SERVICE: 811



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DOCUMENT AVAILABLE UPON REQUEST

PACE PROJECT NO.	
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DWG NAME: P21236\_HC\_EC.DWG

SHEET 3 OF 13

FILE NAME: P:\P21\21236 LFP ACCESSIBILITY DESIGN & CM\CAD\ENGINEERING\SHEETS\P21236\_HC\_EC.DWG  
 SAVE TIME: 1/13/2022 10:57:53 AM PLOT TIME: 2/11/2022 12:46 PM  
 USER NAME: SAM CHAPMAN

DESIGNED	SC				
DRAWN	AMJ				
CHECKED	TC				
		SYM	REVISION	DATE	BY APP'1



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Kirkland, WA 98033  
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**CITY OF LAKE FOREST PARK**  
17425 BALLINGER WAY NE  
LAKE FOREST PARK, WA 98155

**VERIFY SCALE**  
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SCALES ACCORDINGLY.

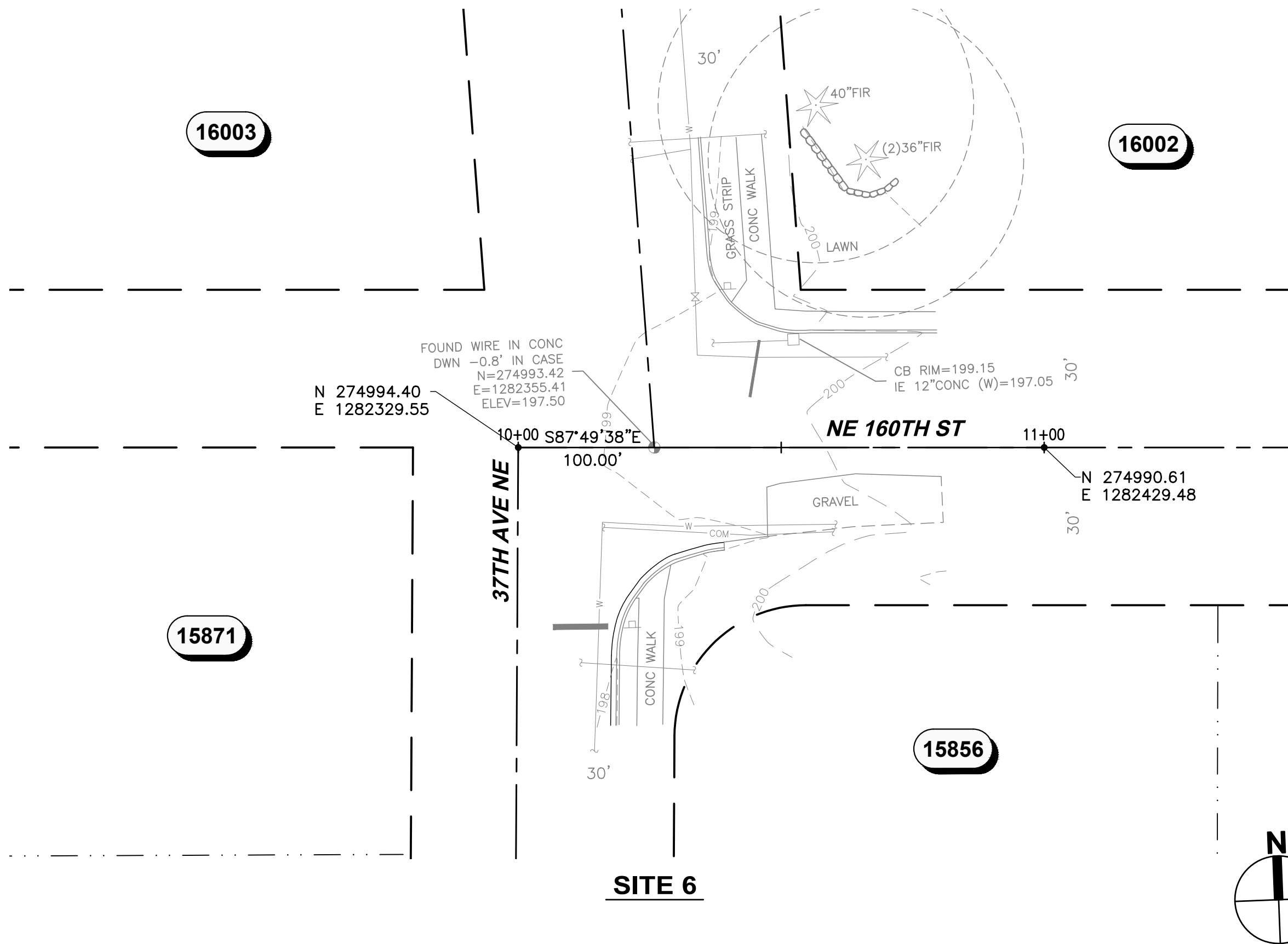
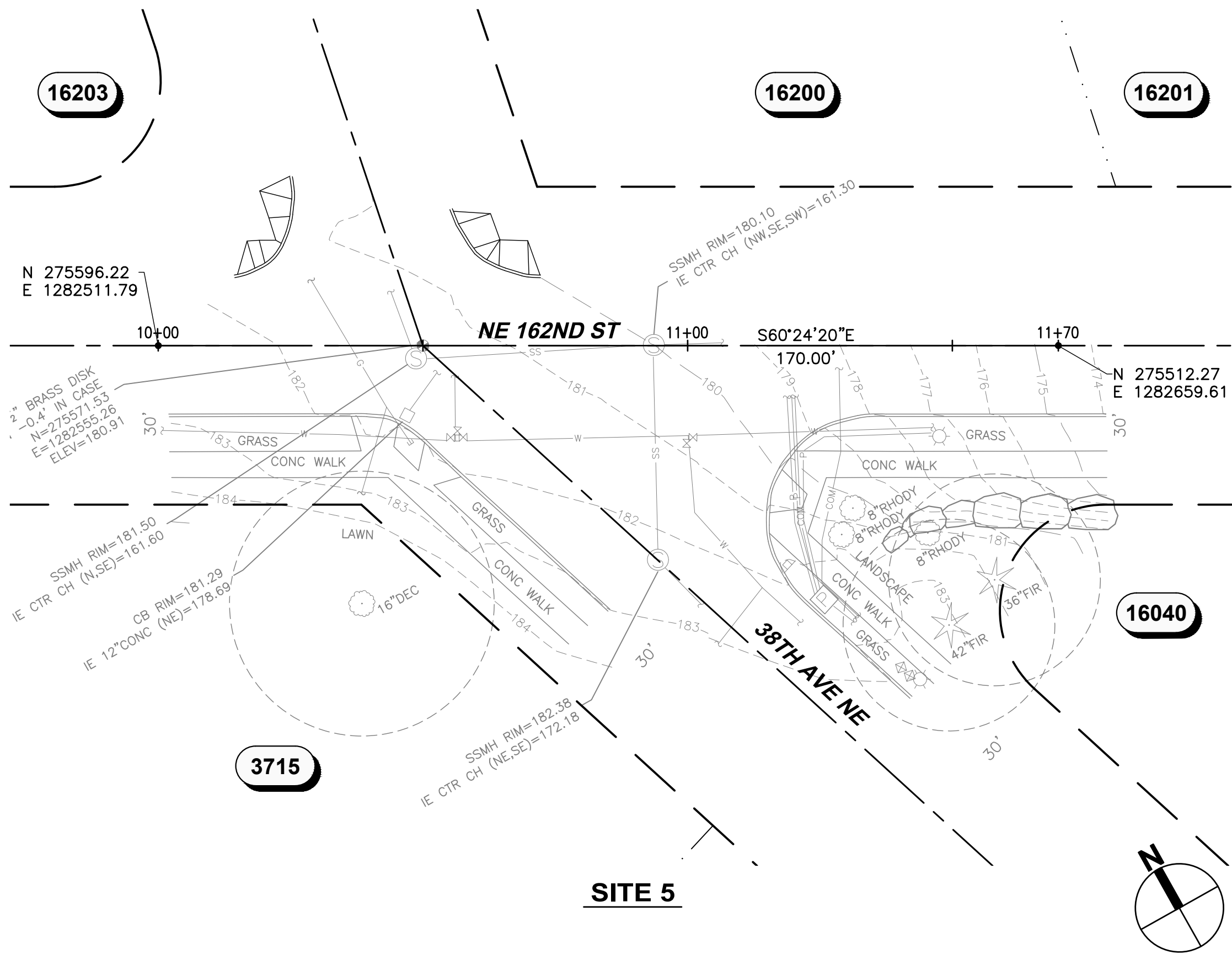
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## ACCESSIBLE CURB RAMP PROJECT

## HORIZONTAL CONTROL & EXISTING CONDITIONS - SITES 1 THROUGH 4



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SAVE TIME: 1/17/2022 10:57:53 AM PLOT TIME: 2/11/2022 12:46 PM  
USER NAME: SAM CHAPMAN



LEGEND	
	WATER VALVE
	HYDRANT
	WATER METER
	MANHOLES (SS/SD)
	CB
	POWER/COMM. VAULT
	STREET LIGHT
	AREA LIGHT
	LITTLE LIBRARY BOX
	GAS VALVE
	SIGN
	MAILBOX
	ROCKERY
	WOOD WALL
	SPOT ELEVATION
	SIZE & TYPE (CONIFEROUS TREE)
	SIZE & TYPE (DECIDUOUS TREE)
	MAGNETIC NAIL W/ WASHER
	REBAR AND CAP (SET)
	REBAR AND CAP (FOUND)
	TACK AND LEAD
	HUB AND TACK
	CASED MONUMENT
	SURFACE MONUMENT
	EXISTING GRADE
	CENTER LINES
	RIGHT-OF-WAY LINES
	EASEMENT LINES
	LOT LINES
	WATER LINE
	IRRIGATION WATER LINE
	SANITARY SEWER LINE
	STORM DRAIN LINE
	GAS LINE
	UNDERGROUND POWER LINES
	UNDERGROUND COMMUNICATION LINES
	OVERHEAD UTILITY LINES
	TREE DRIP LINE
	CHAIN LINK FENCE
	WIRE FENCE
	WOOD FENCE
	EDGE OF VEGETATION/HEDGE LINE
	WOOD WALL

UTILITY PROVIDERS:  
PER ONE CALL DESIGN LOCATE INFORMATION (2021/09/24)

GENERAL NOTES:  
CONSTRUCTION CENTERLINE IS BASED ON ROW CENTERLINE.

HORIZONTAL DATUM  
HORIZONTAL DATUM: NAD 83/11, WASHINGTON COORDINATE SYSTEM NORTH ZONE.  
BASED ON GPS MEASUREMENTS UTILIZING THE VIRTUAL REFERENCE NETWORK

VERTICAL DATUM  
VERTICAL DATUM: NAVD 88 BASED ON GPS MEASUREMENTS UTILIZING THE VIRTUAL REFERENCE NETWORK AND GEOID 2012A MODEL.

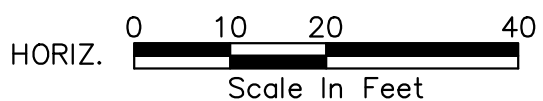
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CALL FOR LOCATE: UTILITY LOCATION SERVICE: 811



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DESIGNED	SC					
DRAWN	AMJ					
CHECKED	TC					
SYM		REVISION		DATE	BY	APP'D



CITY OF LAKE FOREST PARK  
17425 BALLINGER WAY NE  
LAKE FOREST PARK, WA 98155

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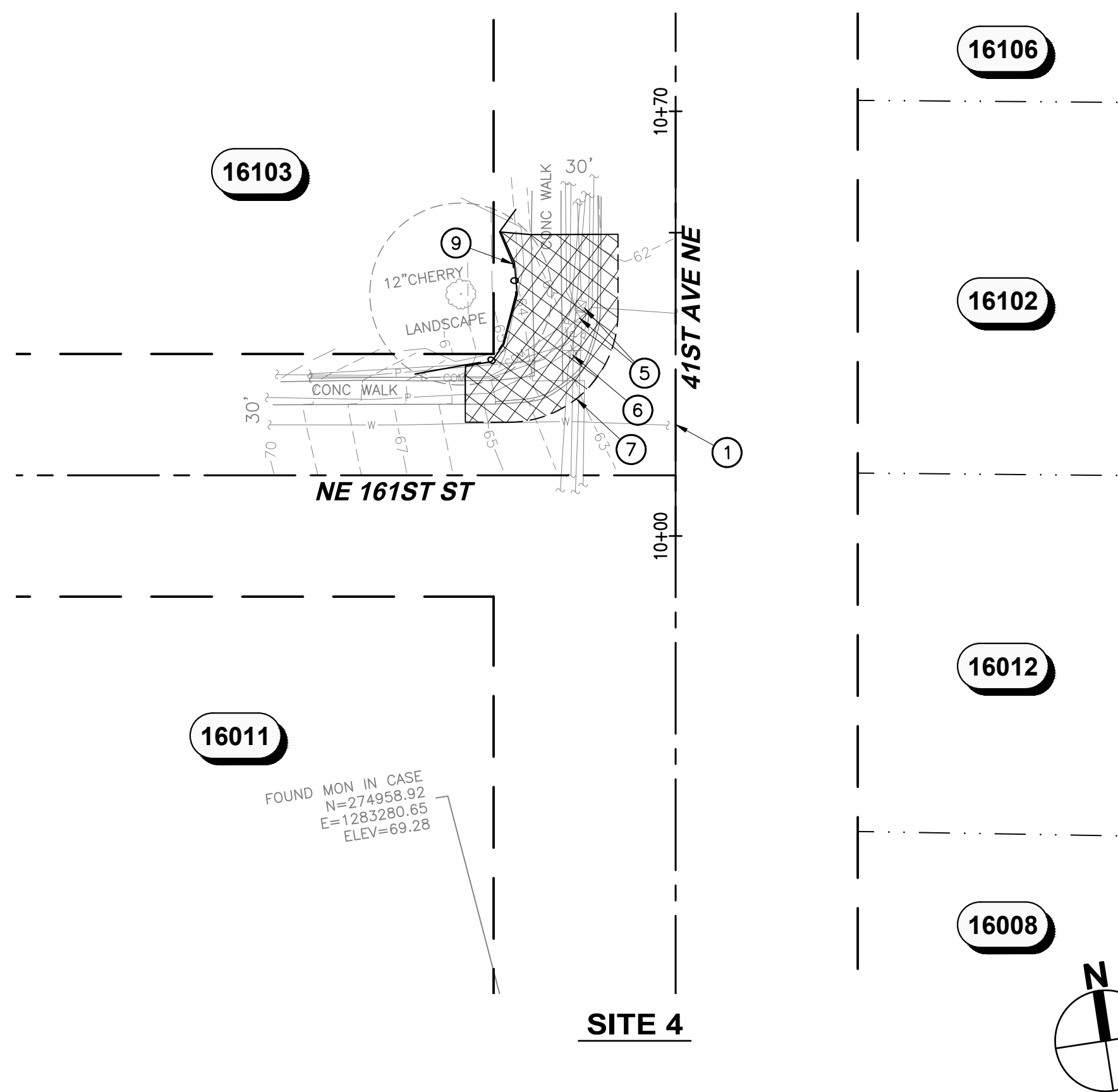
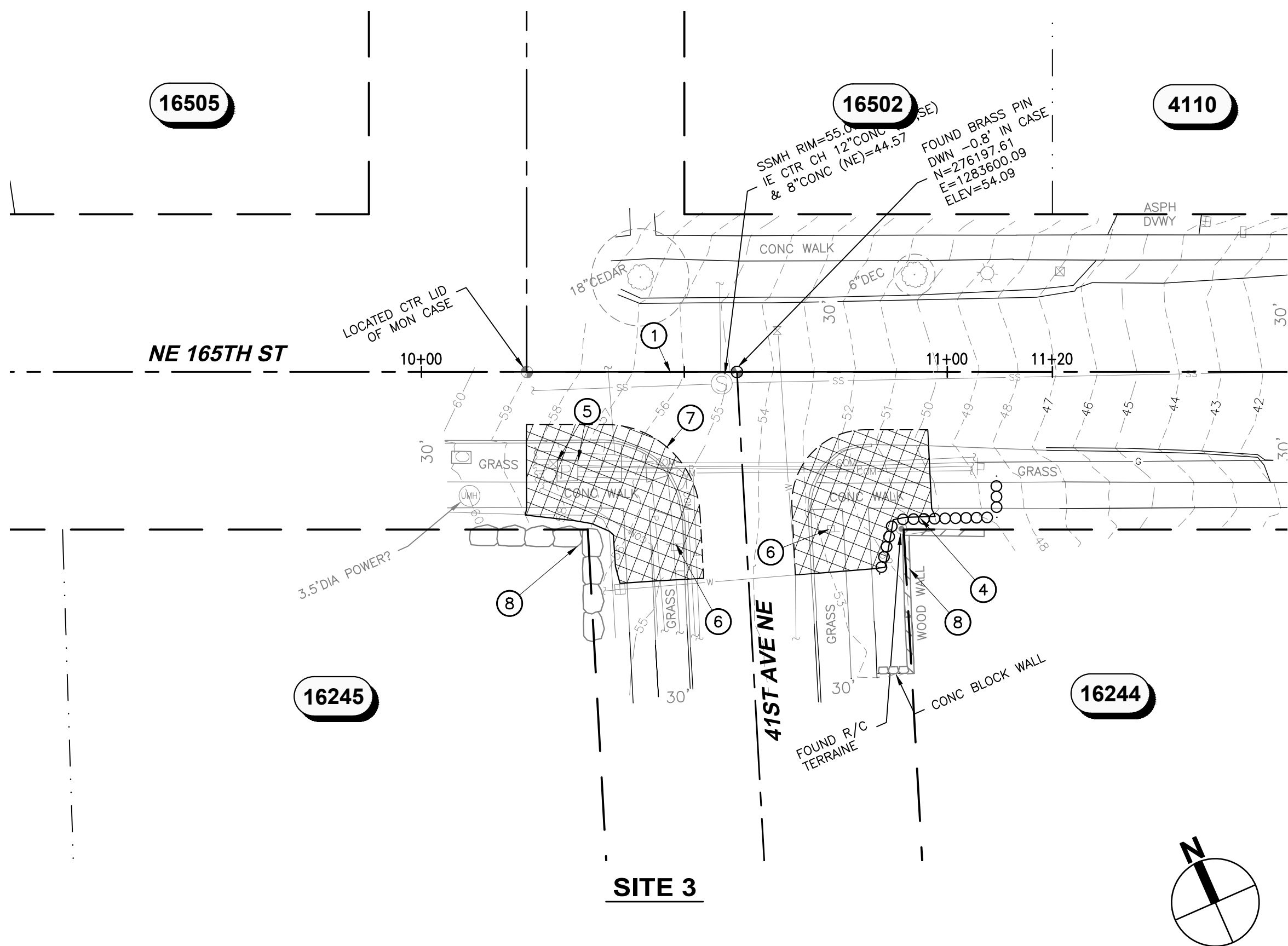
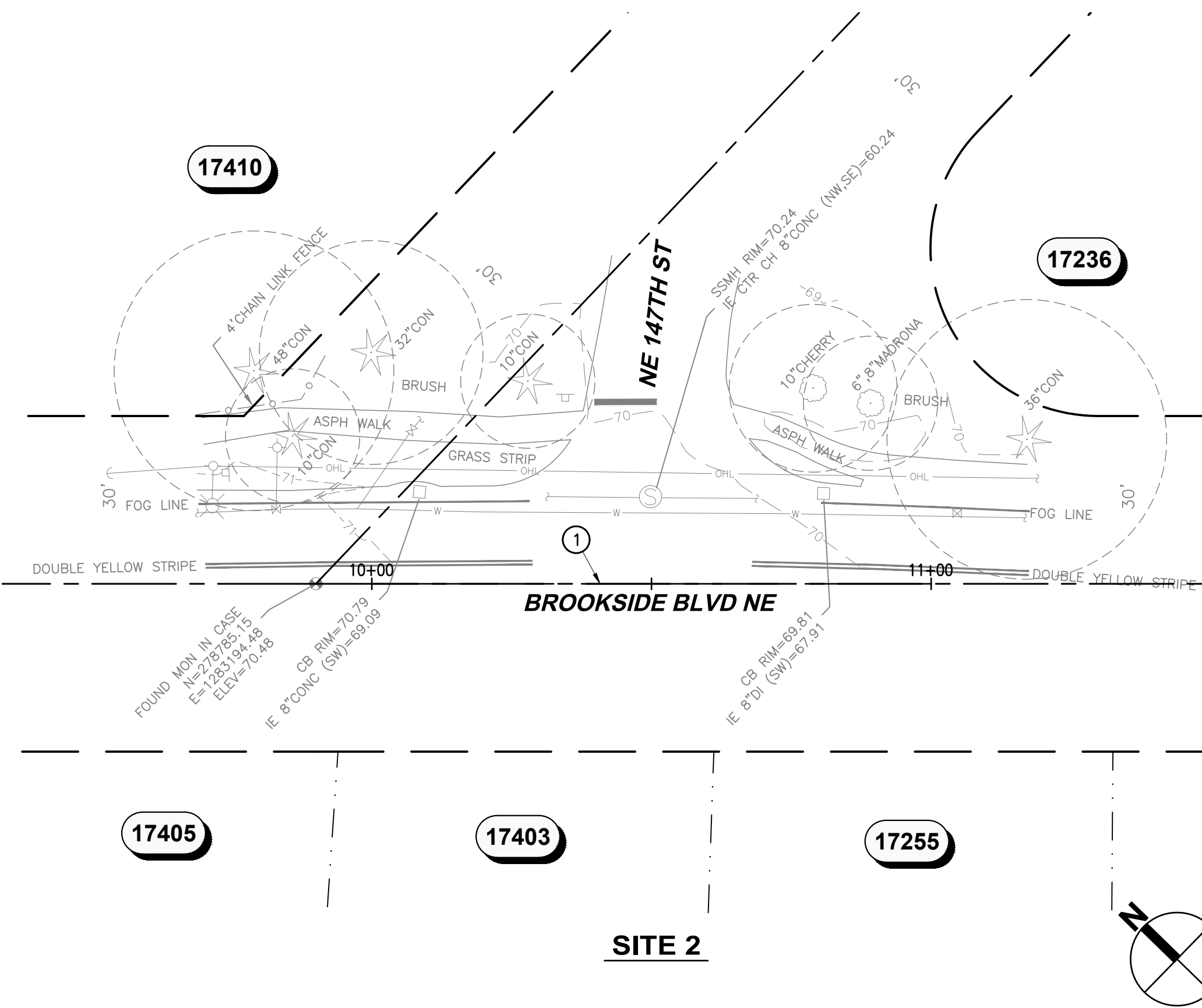
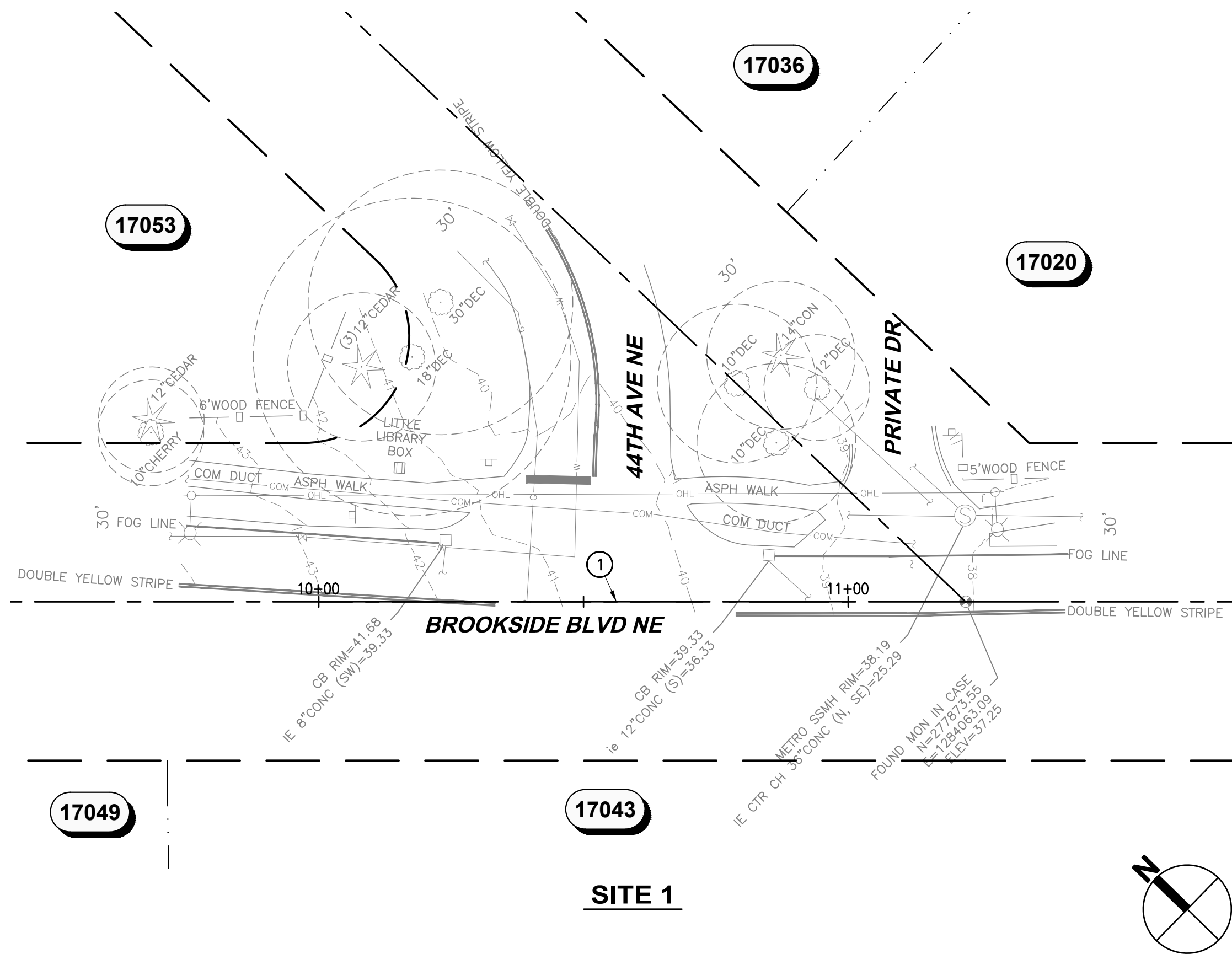
DATE  
2/14/2022  
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AS SHOWN

ACCESSIBLE CURB RAMP PROJECT  
HORIZONTAL CONTROL & EXISTING CONDITIONS - SITES 5  
AND 6





FILE NAME: P:\21236\_TESC\_LFP\_ACCESSIBILITY DESIGN & R/W CIVIL ENGINEERING SHEETS\21236\_TESC.DWG  
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USER NAME: SSM CHAPMAN



#### TESC AND DEMO NOTES:

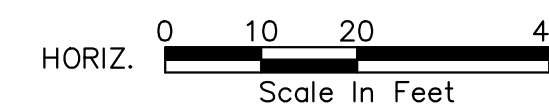
1. CONSTRUCTION CENTERLINE SEE SHEETS 3 AND 4 FOR DETAILS.
2. REMOVAL PAVEMENT CURB, GUTTER, SIDEWALK AND PLANTER STRIP. SEE SPECIFICATION 2-02.3 FOR CONSTRUCTION REQUIREMENTS.
3. INSTALL STORM INLET PROTECTION PER WSDOT STD PLAN 1-40.20-00.
4. INSTALL WATTLE PROTECTION PER WSDOT STD PLAN 1-30.30-02.
5. PROTECT EXISTING UTILITY.
6. PROTECT EXISTING SIGN.
7. SAWCUT AND REMOVE EXISTING PAVEMENT. SEE SPECIFICATION 2-02.3 FOR CONSTRUCTION REQUIREMENTS.
8. PROTECT EXISTING WALL.
9. FENCING FOR TREE PROTECTION, SEE DETAIL SHEET 11.

#### GENERAL NOTES:

1. PRIOR TO ORDERING MATERIALS AND CONSTRUCTION, THE CONTRACTOR SHALL REVIEW THE PROJECT PLANS AND SITE CONDITIONS AND IDENTIFY IF ANY CONFLICTS EXIST. THE CONTRACTOR SHALL CALL "ONE-CALL" AND IDENTIFY AND ABOVE OR BELOW GRADE FEATURES ARE IN CONFLICT WITH THE PLANS. IF CONFLICTS EXIST CONTACT PACE ENGINEERS (425) 827-2014 WITH THE HORIZONTAL AND VERTICAL LOCATION OF THE CONFLICTS.
2. CONTRACTOR SHALL IDENTIFY LAY DOWN AREA AND PROVIDE ADEQUATE PARKING FOR WORKERS AND INSPECTORS.
3. CONTRACTOR SHALL ADJUST WATTLE LOCATION AS NEEDED TO ENSURE SILT LADEN RUNOFF IS MITIGATED OFFSITE.
4. CONTRACTOR IS REQUIRED TO INSTALL ADDITIONAL STORM DRAIN INLET PROTECTION AS NEEDED FOR STRUCTURES LOCATED DOWNSTREAM OF PROJECT SITE NOT SHOWN IN SURVEY.
5. CONTRACTOR SHALL KEEP A CLEAN WORK SITE AT THE END OF THE WORK DAY, KEEPING SITE CLEAR OF DEBRIS AND SPILLED MATERIAL. THIS INCLUDES SWEEPING AND SECURING THE WORK SITE.
6. SEE ELEMENTS IN CSWPP FOR PLASTIC COVERING REGULATIONS.

#### LEGEND:

- STRAW WATTLE
- INLET PROTECTION
- ▨ REMOVAL PAVEMENT CURB, GUTTER, SIDEWALK AND PLANTER STRIP.
- SAWCUT
- o — FENCING FOR TREE PROTECTION



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DRAWN	AMJ								
CHECKED	TC								
SYM		REVISION		DATE	BY	APP'D			



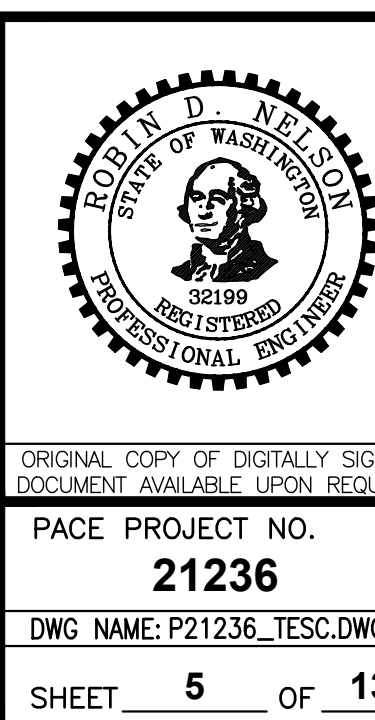
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17425 BALLINGER WAY NE  
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2/14/2022  
SCALE  
AS SHOWN

ACCESSIBLE CURB RAMP PROJECT  
TESC AND DEMO - SITES 1 THROUGH 4

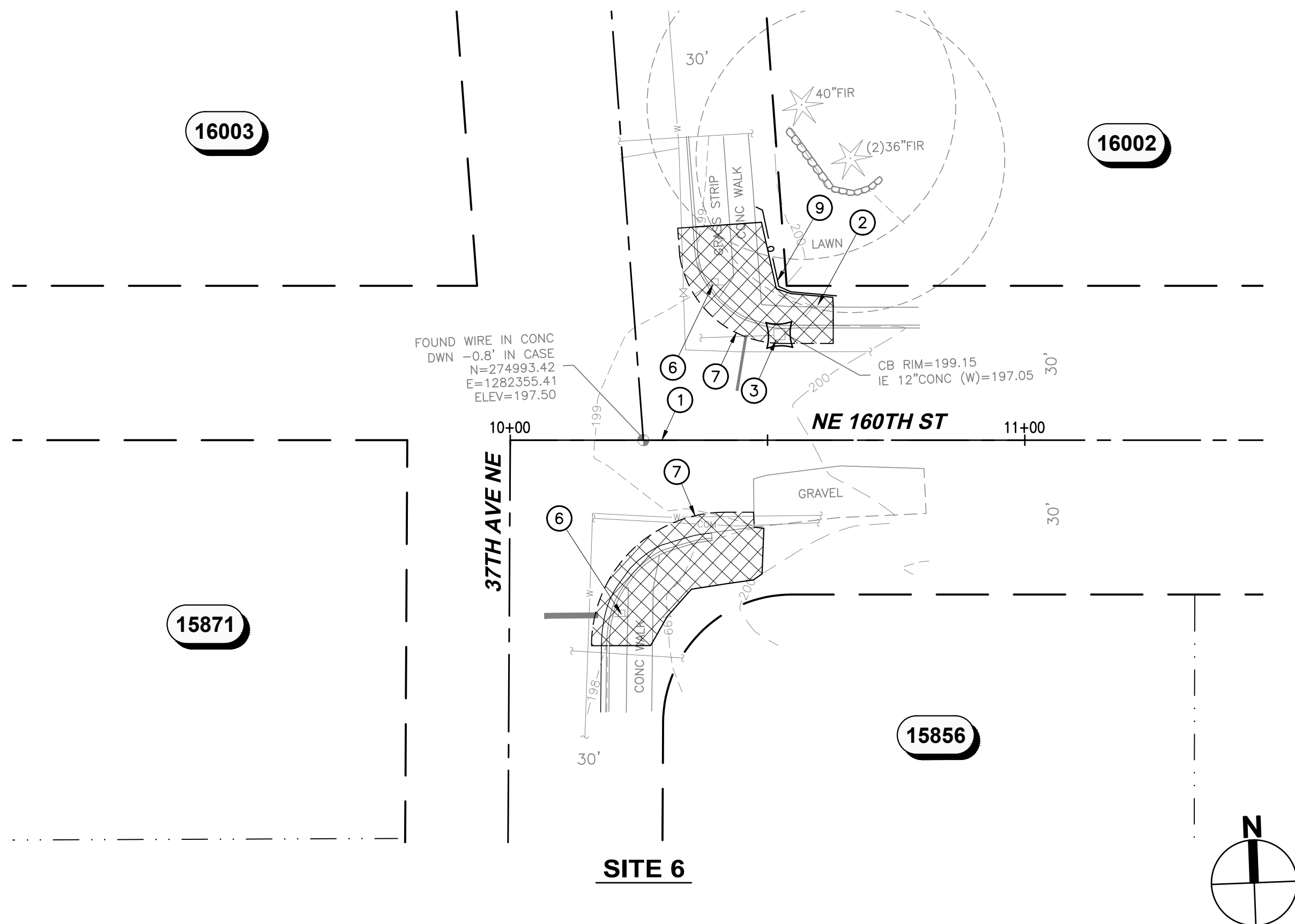
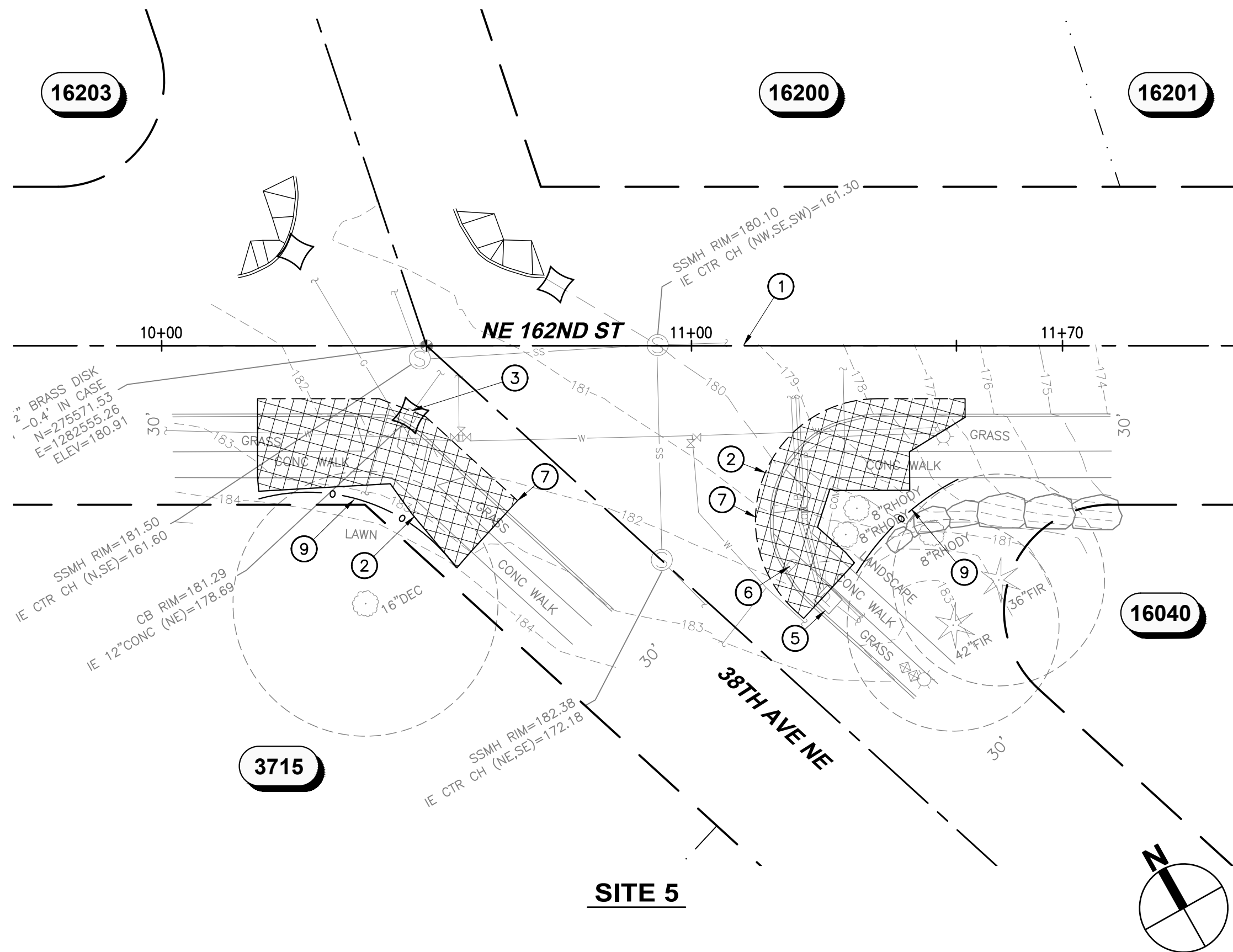


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PACE PROJECT NO.  
21236  
DWG NAME: P21236\_TESC.DWG  
SHEET 5 OF 13



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USER NAME: SSM CHAPMAN



#### TESC AND DEMO NOTES:

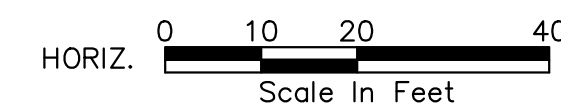
- CONSTRUCTION CENTERLINE SEE SHEETS 3 AND 4 FOR DETAILS.
- REMOVAL PAVEMENT CURB, GUTTER, SIDEWALK AND PLANTER STRIP. SEE SPECIFICATION 2-02.3 FOR CONSTRUCTION REQUIREMENTS.
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- INSTALL WATTLE PROTECTION PER WSDOT STD PLAN 1-30.30-02.
- PROTECT EXISTING UTILITY.
- PROTECT EXISTING SIGN.
- SAWCUT AND REMOVE EXISTING PAVEMENT. SEE SPECIFICATION 2-02.3 FOR CONSTRUCTION REQUIREMENTS.
- PROTECT EXISTING WALL.
- FENCING FOR TREE PROTECTION, SEE DETAIL SHEET 11.

#### GENERAL NOTES:

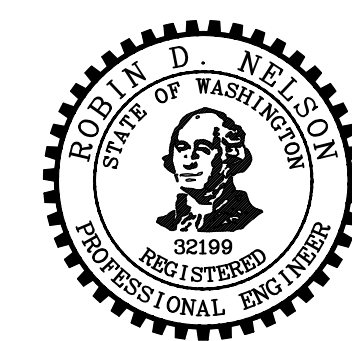
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- SEE ELEMENTS IN CSWPP FOR PLASTIC COVERING REGULATIONS.

#### LEGEND:

- STRAW WATTLE
- INLET PROTECTION
- REMOVAL PAVEMENT CURB, GUTTER, SIDEWALK AND PLANTER STRIP.
- SAWCUT
- o — FENCING FOR TREE PROTECTION



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DRAWN	AMJ								
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SYM		REVISION		DATE	BY	APP'D			



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ACCESSIBLE CURB RAMP PROJECT

TESC AND DEMO - SITES 5 AND 6

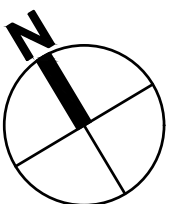
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21236  
DWG NAME: P21236\_TESC.DWG  
SHEET 6 OF 13



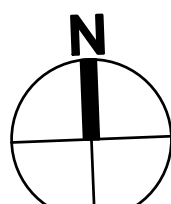


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## SITE 5



## SITE 6



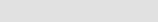

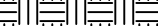




**ROADWAY AND DRAINAGE NOTES:**

- ① CONSTRUCT CENTERLINE SEE SHEETS 3 AND 4 FOR DETAILS.
- ② CONSTRUCT CEMENT CONCRETE TRAFFIC CURB AND GUTTER PER WSDOT STD PLAN F-10.12-04. SEE SHEETS CURB RETURN 9 TO 10 FOR ADDITIONAL GEOMETRY INFORMATION.
- ③ CONSTRUCT CEMENT CONCRETE PEDESTRIAN CURB PER WSDOT STD PLAN F-10.12-04.
- ④ CONSTRUCT CURB RAMP, TYPE PER DETAIL SHEETS 9 TO 10.
- ⑤ CONSTRUCT CEMENT CONCRETE SIDEWALK PER WSDOT STD PLAN F-30.10-04.
- ⑥ CONSTRUCT 3' CURB AND GUTTER TRANSITION TO MATCH EXISTING CONDITIONS. SEE DETAIL SHEET 11
- ⑦ CONSTRUCT HMA CL  $\frac{1}{2}$  IN PG 58H-22 MIN 6" DEPTH OR MATCH EXISTING, WHICHEVER IS GREATER. SAWCUT 24" FROM PROPOSED EDGE OF GUTTER.
- ⑧ ADJUST CATCH BASIN TO FINISHED GRADE.
- ⑨ PROPERTY RESTORATION WITH TOP SOIL TYPE A AND SEEDING.
- ⑩ PROTECT EXISTING FEATURE.
- ⑪ PROTECT EXISTING UTILITY AND ADJUST TO FINISH GRADE.
- ⑫ INSTALL DETECTIBLE WARNING SURFACE PER WSDOT STANDARD PLAN F45.10-03.
- ⑬ CONSTRUCT VALLEY GUTTER PER DETAIL 2 SHEET 13. THIS ITEM IS AN "ADDITIVE BID ITEM" AND IS CONTINGENT UPON THE RESULTS OF THE CONTRACTOR-LED FLOW TEST AS DESCRIBED IN SECTION 8-14.5 OF THE SPECIFICATIONS. THIS WORK SHALL REQUIRE WRITTEN AUTHORIZATION FROM THE CITY'S AUTHORIZED REPRESENTATIVE TO COMPLETE THIS WORK. SEE SPECIFICATIONS FOR DETAILS.

**GENERAL NOTES:**

1. ALL DIMENSIONS, STATIONS AND OFFSETS ARE TO FACE OF CURB UNLESS LISTED OTHERWISE.
2. THE CONTRACTOR SHALL MODIFY GUTTER SLOPE AS NECESSARY TO MATCH ROADWAY GRADE TO MAINTAIN EXISTING DRAINAGE FLOWPATHS AND PREVENT PONDING. CONTRACTOR TO NOTIFY ENGINEER IF NECESSARY.

**LEGEND:**


- |   |  |
|---|--|
|  | CURB RETURN, SEE TABLE ON SHEETS 9 TO 10 |
|  | CURB RAMP, SEE DETAIL SHEETS 9 TO 10.    |
|  | HOT MIX ASPHALT                          |
|  | CEMENT CONCRETE SIDEWALK                 |
|  | PROPERTY RESTORATION                     |
|  | PLANTER RESTORATION                      |
|  | CURB RAMP PAY LIMITS                     |
|  | SAWCUT LINE                              |
|  | RIGHT OF WAY                             |

DESIGNED	SC				
DRAWN	AMJ				
CHECKED	TC				
		SYM	REVISION	DATE	BY APP'D



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DATE	2/14/2022
SCALE	AS SHOWN

## ACCESSIBLE CURB RAMP PROJECT

## SITE PLANS - SITES 5 AND 6



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ELECTRONIC MAIL MESSAGE

PACE PROJECT NO.  
**21236**

DWG NAME: P21236\_SP1.DWG

SHEET 8 OF 13





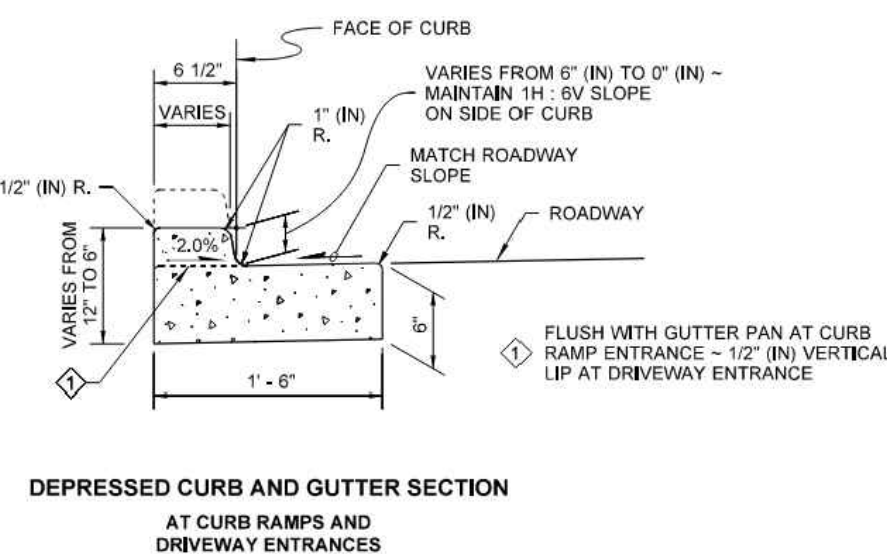




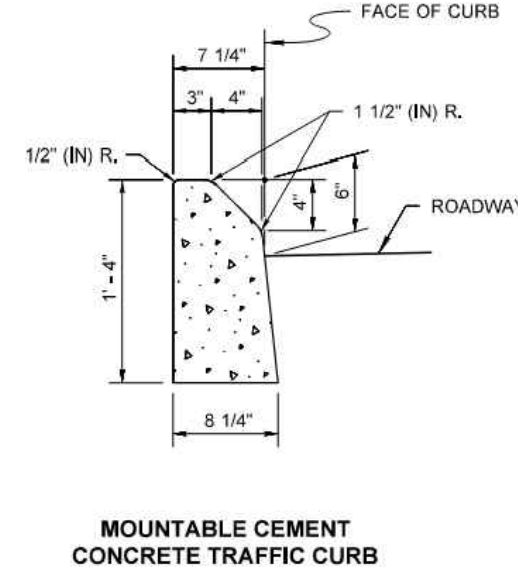


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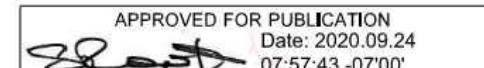
2



1. See **Standard Plan F-30.10** for Curb Expansion and Contraction Joint spacing. See **Standard Specification, Sections 8-04 and 9-04** for additional requirements.



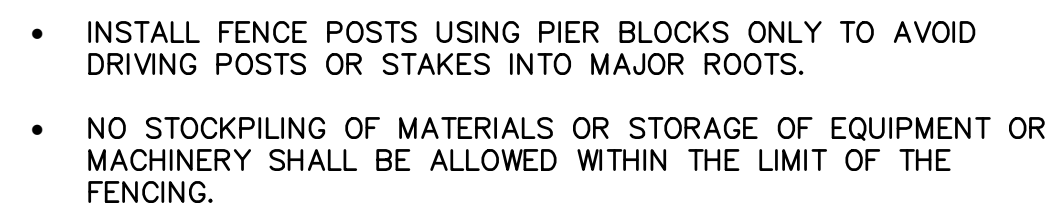
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## NTS

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## NTS



## NTS

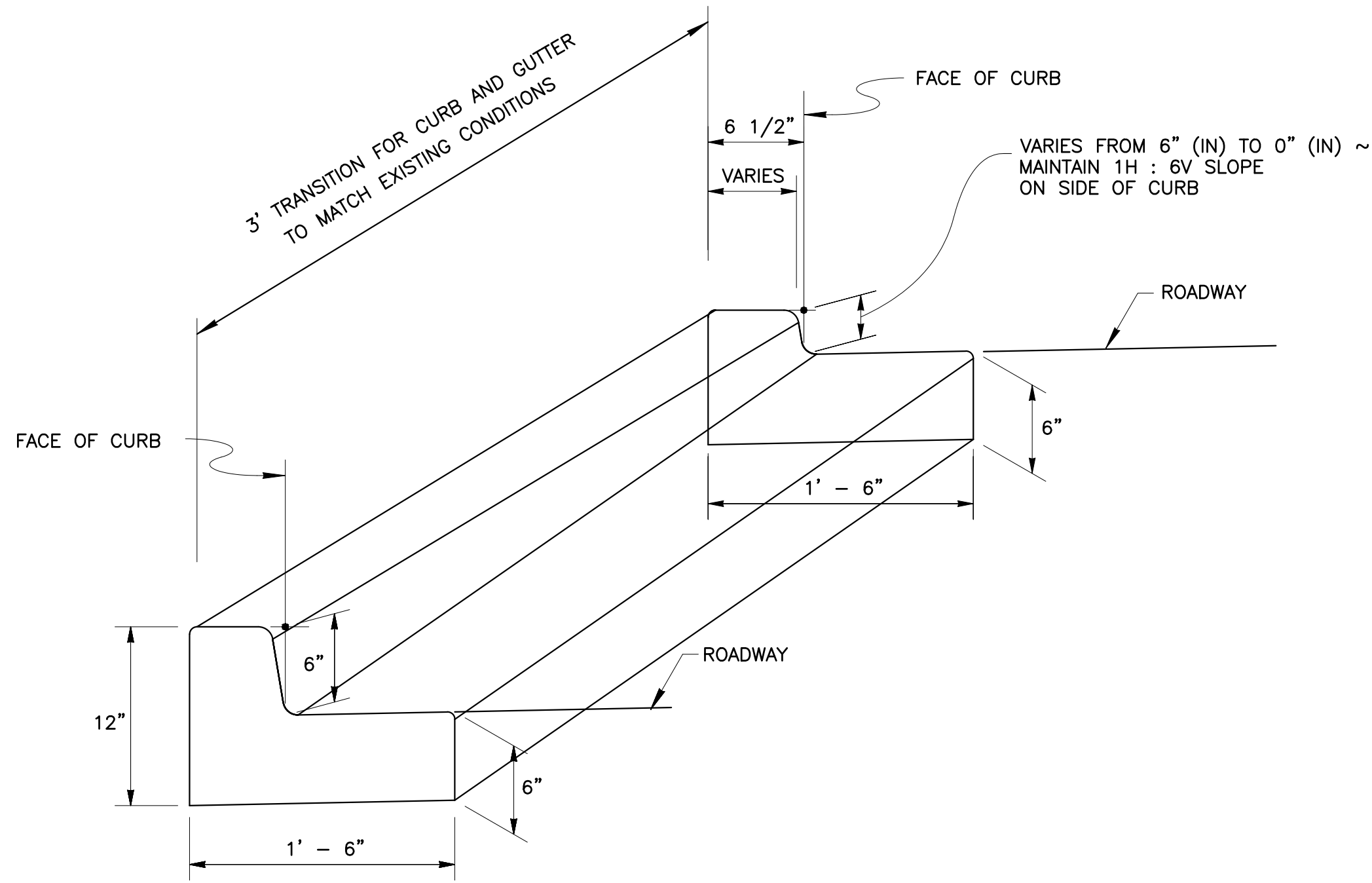
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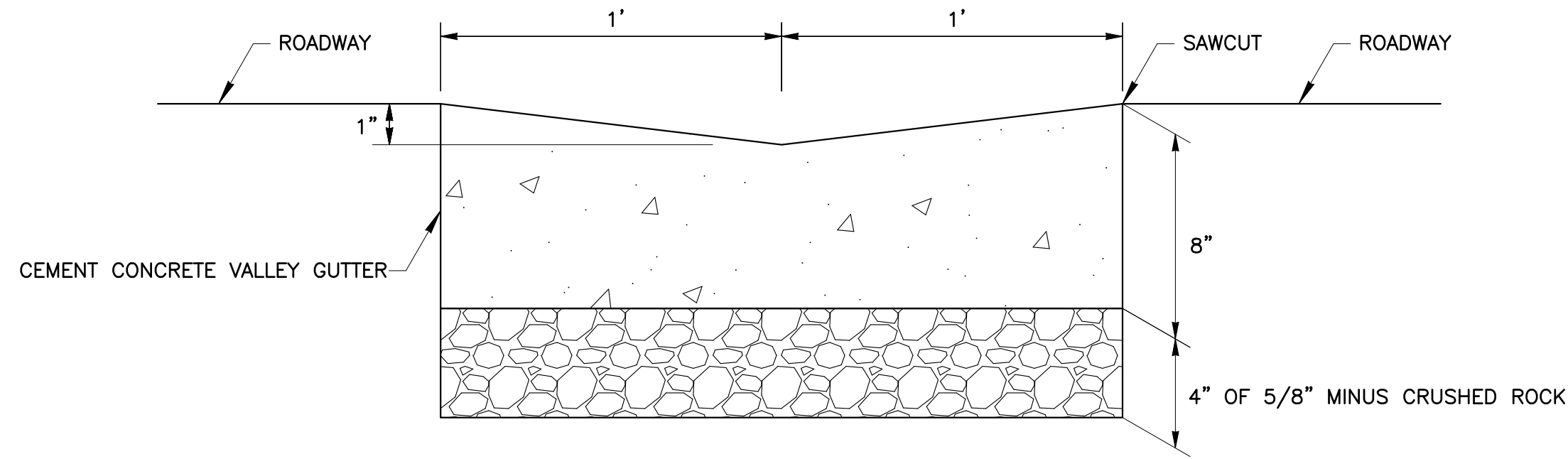








**1 CURB AND GUTTER TRANSITION DETAIL**  
NTS



NOTE: CURB EXPANSION AND CONTRACTION JOINT  
SPACING SHALL BE 10\"/>

**2 CEMENT CONCRETE VALLEY GUTTER DETAIL (ADDITIVE BID ITEM)**  
NTS

FILE NAME: P:\P21236\_LRP\_ACCESSIBILITY DESIGN & RAMP ENGINEERING\SHEETS\P21236\_DET1.DWG  
SAVE TIME: 2/17/2022 1:41:46 PM PLOT TIME: 2/11/2022 12:48 PM  
USER NAME: SM CHAPMAN

DESIGNED	SC					
DRAWN	AMJ					
CHECKED	TC					
		SYM	REVISION	DATE	BY	APP'D



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**ACCESSIBLE CURB RAMP PROJECT**

**DETAILS**

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PACE PROJECT NO.  
**21236**

DWG NAME: P21236\_DET1.DWG

SHEET **13** OF **13**





City of Lake Forest Park  
Accessible Curb Ramp Project

Bid Date: Tuesday March 8, 2022

Bid Time: 12:00 p.m.

ADDENDUM NO. 1  
Issued [March 3rd, 2022]

PAGE 1 OF 1

Bidder shall acknowledge receipt of this addendum by completing the appropriate blanks in the Bid Proposal Addenda Received, found on page 11 of the Bid Documents.

This Addendum No. 1 consists of one (1) page and is hereby made a part of and incorporated into Bid Documents for the City of Lake Forest Park Accessible Curb Ramp Project.

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**1. Contract Specifications, Special Provisions** is amended as follows:

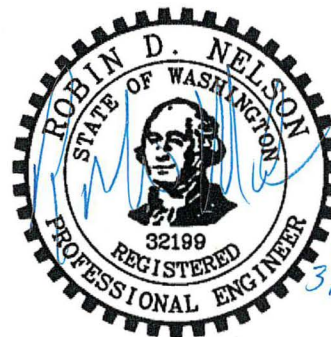
**Item 1:**

On Page SP-26, **Section 2-02.1**, Revise the Unit for "Existing Concrete Sidewalk" from 1185 **SY** to 1185 **SF**.

ISSUED BY:

PACE Engineers, Inc.

Robin Nelson  
Senior Principal Engineer





## **EXHIBIT B**



## **GENERAL CONDITIONS**

### **1.01 ALTERATION OR MODIFICATION OF SPECIFICATIONS AND PLANS**

- A. No alteration or modification of the terms and conditions of the Contract will be binding unless outlined in detail in a separate written addendum, and then only when properly signed and attested by the City.

### **1.02 ADDITIONS OR DELETIONS**

- A. The City reserves the right to add or delete work from this Contract, subject to appropriate adjustments to the contract price.

### **1.03 NOTICE TO PROCEED**

- A. The Notice to Proceed will be given after the Contract has been executed and approved by the City or, where applicable, by State or Federal agencies responsible for funding any portion of the Project. The Contract Time allowed for Substantial Completion of the Work shall begin within 10 calendar days after the date the Notice to Proceed is issued. The Contractor shall not commence the Work until the Notice to Proceed has been given by the City.

### **1.04 HOURS OF WORK**

- A. Contractor shall work within the allowed work hours in the City of Lake Forest Park:  
Monday – Friday 7:00 a.m. to 8:00 p.m.  
Saturday and holidays 9:00 a.m. to 6:00 p.m.  
Sundays No Construction.  
Holidays: no construction will be allowed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

### **1.05 CONSTRUCTION TIME LIMIT**

- A. All of the work and materials contemplated to be included in this Project shall be completed within the time as stated in Contract ("Contract Time"). Contractor agrees to pursue completion of the Project at all reasonable times and to discontinue only if delayed by inclement weather. In the event that Contractor shall fail to proceed with the contemplated work for more than ten working days, Contractor shall be deemed to have abandoned the Project, and the City may elect to terminate the Contract and thereafter proceed to complete the Contract through its own forces or through an independent third party. In such event the Contractor herein shall be responsible for all expenses



reasonably incurred by the City in completing the work. The contractor will also be responsible for all legal, engineering or other costs caused by the Contractor's abandonment, failure or refusal to complete the Project within the time provided.

## **1.6 DELAYS & EXTENSION OF TIME**

- A. The Contractor herewith specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by the City. In Lieu thereof, the Contractor will be granted equitable extensions of time for which liquidated damages will not otherwise be claimed by the City under the following circumstances:
1. A delay caused the Contractor by any suit or other legal action against the City will entitle the Contractor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, the City will, upon request of the Contractor, in writing, either negotiate a termination of the Contract or grant a further extension of time, whichever may at the time be in the best interests of the City.
  2. Time lost due to inclement weather which could not have been anticipated by Contractor, subject to the approval of the City, will entitle the Contractor to an extension equivalent to the total time lost, whether it be a single continuous period or the accumulated total of several periods.
  3. If the volume of the specified work, measured in dollars, is increased over the total value shown in the Contractor's Bid Proposal, at the time the award of the Contract is made, the Contractor will, if the City agrees, be granted an extension of time proportionately equal to the impact on the Contract Time caused by the increase in the total value.
  4. Should other unforeseen conditions occur beyond the reasonable control of Contractor, or should performance of work under a Change Order make the work more complex or difficult than originally specified and shown on the Plans, and such work, in the Contractor's opinion, requires more time to execute than allowed by the Contract, the Contractor shall notify the City in writing prior to the performance of such work, setting forth in detail its estimate of the added time required for such work. The City will, if such estimate is approved, allow an equitable extension of the Contract Time.
- B. Suspension of work by City
1. The City may order all or any of the Work suspended for such period as it deems proper because of unsuitable weather or such other conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the Work, or because of the failure of the Contractor to perform any provisions of the Contract or orders given to him/her. The Contractor shall not suspend work unless ordered or authorized to do so by the City, and the Contractor shall immediately comply with such an order when given. The Contractor shall resume the suspended work when ordered by the City to do so.
  2. Suspension of work by the City shall not be grounds for any claim by the Contractor for damages. The periods of suspension including but not limited to unsuitable weather conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the Work, shall be



allowed as non-working calendar days unless the City concludes that the Contractor could have performed the suspended work if he/she had diligently prosecuted the Work prior to such suspension, and the Contract completion date shall be extended by such number of calendar days of parts thereof. This time extension shall be the Contractor's sole remedy and the Contractor shall not be entitled to any damages for delay associated with such suspension of work. Any suspension due to the failure of the Contractor to carry orders or perform work shall not be grounds for allowance of time but shall be counted as work days and not relieve the Contractor from any responsibility assigned under the Contract.

3. Upon encountering asbestos or materials suspected of containing asbestos, the Contractor shall stop work in the subject area and not remove, cut, or repair said material, nor shall the contractor enter or work in any area suspected of containing asbestos with damaged covering material, until so directed by the City or as specified by the Contract. The Contractor shall make every effort to minimize the impact of any disruption or stoppage of work, and promptly notify the City's Representative.

## **1.7 CONTRACT RESTRICTION**

- A. Time of Completion: The work of this Contract shall commence within ten (10) days the Notice to Proceed and shall be fully completed within the specified number of calendar days in the Contract. It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the Contract to be done hereunder are ESSENTIAL CONDITIONS of this Contract. The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

## **1.8 LIMITATIONS REGARDING CONTRACTOR'S CLAIMS FOR DAMAGES**

- A. All claims to the City for all work and damages of any kind arising from this Contract, shall be limited to the maximum amount appropriated by the City for this Project. Funds for this Project are limited and are public funds derived through Federal, State, Utility and or City taxes or property assessments appropriated for this Project through the budgeting process. The City's decision to award this Project is based upon the supposition that all costs will be held within the appropriated amount. The total Project appropriation shall be as stated in the City budget authorizing the Work herein. In the event the Project funding or appropriation equals the amount under Contract and an irreconcilable dispute between the City and the Contractor which the Contractor views as a breach of contract by the City excusing the Contractor from further performance, the Contractor and the City may agree to increase the Project appropriation and preserve the rights of both parties to future settlements or final resolution by a court of law.



B. Contractor agrees to limit all claims for extra work or damages of any kind whatsoever relating to this Contract to prices established by the units and lump sums bid herein and/or direct costs as provided under the force account provisions of WSDOT APWA, Section 1-09.6. By acceptance of a contract for the work herein, Contractor waives all claims for payment of damages which include or are computed on total costs of job performance, extended overhead, or other similar methods which do not relate to the prices stated herein or are not specific as to the actual, direct costs of contract work as defined in the WSDOT APWA force account provisions.

C. The above stated limitations on claims for damages shall apply only to disputed claims and shall not be construed to apply to payments for extra work pursuant to mutually agreed change orders or force account work in accordance with Sections 1-04.4 and 1-09.6 of the WSDOT APWA Standard Specifications incorporated herein; and is specifically understood that the City shall be responsible to appropriate funds for all work performed in accordance with Section 1-04 of the WSDOT APWA Standard Specifications.

## **1.9 EQUIPMENT AND MATERIALS SPECIFIED**

- A. Within these Contract Documents, certain items are specified by brand, style, trade name, or manufacturer in order to set forth a standard of quality, and/or preference by the City. It is not the intent of these General Conditions to exclude other processes or materials of a type and quality equal to those designated. Whenever a manufacturer's name, brand, or item designation is given, it shall be understood that the words "or equal" follow such name or designation whether in fact they do so or not. The phrase "or equal" is not to be construed so as to mean that material, equipment will be approved as equal by the City; such approval shall not be effective unless and until the item has been specifically approved in advance and in writing by the City. No additional compensation or extension of time will be allowed the Contractor for any changes required to adopt substitute material or equipment therefore, the Contractor's proposal, including any approved substitutions shall include all costs for any modifications to the Work which may be necessary for approval and adaptation of the proposed substituted equipment.

## **1.10 SAFETY MEASURES**

- A. All Work under this Contract shall be performed in a safe manner. The Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA or any other jurisdiction, and all other applicable safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.
- B. The City's Project Manager's review of the Contractor's work plan, sequence, schedule or performance does not and is not intended to include review or approval of the adequacy of the Contractor's safety measures in, on, or near the construction site. The Project Manager does not purport to be a safety expert, is not so engaged in that capacity under this Contract, and has neither



the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the stoppage of Work for claimed violations thereof.

- C. The Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

#### **1.11 CHANGES IN THE WORK**

- A. The City may, at any time, without notice to the sureties, and without invalidating this Contract, by order designated or indicated to be a change order or directive, make any change, including modifications to, additions to or deletions from the Work within the general scope of the Contract, including but not limited to changes:
  - 1. In the Plans and Specifications;
  - 2. In the quantities or performance of the Work;
  - 3. In the City-furnished facilities, equipment, materials, services or site; or
  - 4. Directing acceleration or suspension of the performance of the Work.
- B. If the Contractor intends to assert a claim for a change in work he/she shall, within 10 calendar days after the furnishing of its notice, submit to the City a written statement setting forth the general nature and monetary and other impact of such order, unless this period is extended, in writing, by the City.
- C. Approval of certain changes and overruns must be made by the City. Therefore, it is imperative that changes or overruns be anticipated to allow enough time for approval prior to commencing the affected work.
- D. Changes in the Work may be authorized in accordance with the General Conditions; charges for the work covered by approved change orders shall be submitted by the Contractor on an approved breakdown sheet and, unless otherwise agreed, the costs shall be determined in the following manner:
  - 1. Additive Changes: Include direct labor costs, including foreman; direct costs of materials and equipment to be entered into the work; ownership or rental costs of any equipment during the time of use on the extra work per the current blue book; insurance; social security, old age and unemployment contributions; industrial insurance; direct contributions to labor as fringe benefits; subcontractor's proposals; plus a maximum of 10% of the total of the items listed hereinbefore as overhead and profit, which shall include the cost of performance bonds, and the cost of all "offsite, extended, or unabsorbed" overhead. The markup for overhead and



profit, including the cost of performance bonds, for work performed by major subcontractors including mechanical and electrical subcontractors, shall be limited to a maximum of 8%.

2. Deductive Changes: Include direct labor costs, including foreman; direct costs of materials and equipment to be entered into, or omitted from, the work; ownership or rental costs of any equipment during the time of use for the period of the change; insurance; social security, old age and unemployment contributions; industrial insurance; direct contributions to labor as fringe benefits; subcontractor's proposals; plus 8% of the total items listed hereinbefore as a factor for overhead and profit. The factor for overhead and profit which shall be deducted for the work of major subcontractors including mechanical and electrical subcontractors shall be 5%.

- E. Subcontract Proposals: Where a proposal from a subcontractor is involved in a change in the Work, the Contractor shall require that the subcontractor's proposal for the extra work be governed by the same requirements that govern the Contractor's costs for the extra work.
- F. The Contractor shall not be entitled to any claim for 'extended overhead' or 'unabsorbed overhead', or any off-site overhead.
- G. Change Order Form: Use approved and provided by the City for change orders.

#### **1.12 INCREASED OR DECREASED QUANTITIES**

- A. In the case of unit prices, when accepted quantities of Work vary from the original bid quantities, payment will be at the unit contract prices for accepted work unless the total quantity of any contract item increases or decreases by more than 25% of the original bid quantity.

#### **1.13 ONE-YEAR WARRANTY**

- A. The Contractor shall and hereby does warranty the work for a period of one (1) year after the date of final acceptance by the City of the Work. The Contractor shall repair, remove and replace any and all such Work, together with any other Work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one-year period, without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect expected. In the event of failure to comply with the above-mentioned conditions within two (2) weeks after being notified in writing, the City is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges thereof immediately on demand. Such action by the City will not relieve the Contractor of the warranties required by this section or elsewhere in the Contract.
- B. If a Performance and Payment Bond is used rather than retainage, the bonds shall continue in full force and effect until Final Acceptance of the physical Work by the City.



- C. If in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of the operation of the City, the City will attempt to give the notice required by this section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this section, proceed to make such correction, the cost of which shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the warranties required by this section or elsewhere in the Contract.

#### **1.14 METHODS AND EQUIPMENT**

- A. The methods and equipment adopted by the Contractor shall be such as will secure a satisfactory quality of Work and will enable the Contractor to complete the Work in the time agreed upon. The selection and use of these methods and equipment is the responsibility of the Contractor.

#### **1.15 LICENSES, INSPECTIONS, PERMITS, AND TAXES**

- A. The Contractor shall procure all permits and licenses, required inspections, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

#### **1.16 WORKER'S BENEFITS**

- A. The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the City may retain such payments from any money due the Contractor and pay the same into the appropriate fund.
- B. The Contractor shall include in the various items in the Bid Proposal all costs for payment of unemployment compensation and for providing either or both of the insurance coverage's. The Contractor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the US Department of Labor or the Washington State Department of Labor and industries regarding the insurance coverage.
- C. After Final Completion of all Work on the Project, the Contractor shall submit a "Request for Release" to the Washington State Department of Labor and industries on the form they provide. The "Request for Release" form of the Department of Labor and Industries is also for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums.



## **1.17 CONTRACTOR'S LIABILITY & PROPERTY DAMAGE INSURANCE**

- A. The Contractor shall not commence Work under this Contract until the Contractor has furnished evidence (in duplicate copy) of all policies of insurance required hereunder, and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to commence Work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor for any damages arising from Contractor's performance of the Work.
- B. The Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability and Automobile Liability Insurance, as detailed herein. The insurance policies shall include the City, and others if required by the Contract Documents, as Additional Named Insureds. All insurance policies shall be endorsed to provide that no policy shall be canceled, materially changed or reduced in coverage until after thirty (30) days prior written notice has been delivered to the City. The word "endeavor" is not acceptable language regarding this required notification period. There shall also be included contractual coverage sufficiently broad to insure the CONDITIONS of Subsection 3.18 "Hold Harmless" clause.
- C. Commercial General Bodily Injury and Property Damage Insurance shall include:
  - 1. Premises & Operations;
  - 2. City and Contractor's Protective
  - 3. Products Liability, including Completed Operations Coverage;
  - 4. Contractual Liability;
  - 5. Broad Form Property Damage.
- D. Automobile Bodily Injury and Property Damage Insurance shall be written with limits of liability as required by the Supplementary General Conditions but shall in no case be for limits less than \$1,000,000 Combined Single Limit. Coverage shall include:
  - 1. All owned automobiles;
  - 2. Non-owned automobiles;
  - 3. Hired automobiles.
- E. The insurance coverage's listed above shall protect the Contractor and the City from claims for damages for bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this Contract, whether such operations be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the Contractor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this Project.



- F. Commercial General Liability Insurance shall be written with limits of liability in no case less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in the aggregate.
- G. Umbrella Liability Insurance shall be written on a following form basis with limits of in no case less than \$2,000,000.
- H. Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.
- I. Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including loss of use thereof, and shall not exclude:
  - 1. ("X") Injury to or destruction of any property arising out of blasting or explosion;
  - 2. ("C") Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due:
    - a. to excavation, including borrowing, filling or backfilling in connection therewith, or tunneling, pile driving, cofferdam Work or caisson Work, or
    - b. to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
  - 3. ("U") Injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of excavating or drilling, or
    - a. Injury to or destruction of property at any time resulting therefrom.
- J. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.
- K. The Contractor shall furnish the City, certified copies of the insurance policy or policies, including all endorsements required hereunder, within ten calendar days following notice of award.

#### **1.18 CONTRACTOR'S BUILDER'S RISK INSURANCE**

- A. Before commencement of the Work, the Contractor will submit written evidence that he/she has obtained and will maintain for the period of this Contract, Course of Construction Completed Value Insurance Coverage (including Earthquake, Flood, Landslide, Collapse and Damage resulting from Faulty Workmanship, Material or Design;) upon the entire Work which is the subject of this Contract, and including completed Work and Work in progress until the Project is accepted by the City as complete. Such insurance shall include the City as Additional Named Insured.



- B. Such insurance may have a deductible clause but not to exceed \$5,000.00 (The deductible on Earthquake, Flood and Landslide may be in accordance with the Underwriters' requirements). Builders' Risk "All-Risk" Insurance shall include provisions for Flood and Earthquake, on a 100% completed value basis on the insurable portion of the Project. The Contractor shall be responsible for all deductible amounts.

#### **1.19 COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

- A. The Contractor shall maintain Workmen's Compensation Insurance as required by State statute for all of his/her employees to be engaged in work on the project under this contract. Should any work be subcontracted, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work. The Contractor's Labor and Industries account number shall be noted in the Bid Proposal in the space provided.
- B. In the event any class of employees engaged in work under this Contract at the site of the Project is not covered under the Workmen's Compensation Insurance as required by the State statute, the Contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance with a private insurance company for limits of at least \$100,000 each person and \$300,000 each accident and furnish satisfactory evidence of the same.

#### **1.20 POSSESSION**

- A. The City reserves the right to use and occupy any portion of the improvements which have been completed sufficiently to permit use and occupancy, and such use and occupancy shall not be construed as an acceptance of the Work as a whole or any part thereby. Any claims which the City may have against the Contractor shall not be deemed to have been waived by such use and occupancy.

#### **1.21 RISK OF LOSS**

- A. The Contractor will assume all risk of loss of materials, equipment or other supplies through theft, fire, act of God, or any other cause until the final acceptance of the Project has been submitted by the Engineer, and approval thereof by the City, which approval shall constitute acceptance of the Project by the City, and risk of loss shall thereafter transfer to the City. No partial payment or advance by the City shall change the risk of loss as herein provided.

#### **1.22 APPLICABLE LAW AND FORUM**

- A. Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising herefrom shall be brought in King County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.



### **1.23 RETAINAGE**

- A. Retainage will be held back at 5% of each pay request. Retainage will be held in an account at the direction of the Contractor, per the forms included in these documents. Any costs associated with hold these funds in any account shall be borne by the Contractor. Retainage shall be available to the City to meet obligations which the Contractor incurs but does not meet, or to meet obligations to the City or City's Representative incurred through conditions of the Contract. Retainage does not relieve the Contractor of any obligations of the Contract, nor of any financial obligation which retainage is not sufficient to meet. Retainage or use of retainage shall not reduce the Contractor's requirements under this Contract.
  - 1. Per RCW 60.28.050: "Upon final acceptance of a contract the officer disbursing the payment shall notify the Department of Revenue of the completion of contracts over \$20,000. Such officer shall not make any payment until it has received from the Department of Revenue a certificate that all taxes, increases and penalties due from the contractor and all taxes due and to become due with respect to such contract have been paid in full."
  - 2. Per RCW 60.28.011, requires the disbursing office must also observe a forty-five (45) day period from the date of semi-final acceptance, before the release of retainage to allow a reasonable period of public notification in order to place any liens or claims. The date of semi-final acceptance is the date the Council authorizes same.
- B. It is the Contractor's responsibility to see that all subcontractors comply with the above. Progress payments will not be released until all subcontractors have complied.
- C. If the Contractor wishes to set up an escrow account for retainage deposits, an escrow agreement must be submitted for review at least thirty (30) days prior to first deposit.

### **1.24 DISPUTE RESOLUTION**

- A. Should the parties be unable to resolve a dispute arising from the operation of the Contract, the parties agree to submit the dispute to binding arbitration as provided by RCW 7.04 et. seq. The arbitrator shall be as selected by the parties or, if the parties are unable to agree, as appointed by the presiding Judge of King County; the prevailing party shall be awarded costs as a part of the decision of the arbitrator.
- B. "Costs" shall include, without limiting the generality of such term, expense of investigation of any claim, consulting engineering expense, expense of depositions, exhibits, witness fees, including reasonable expert witness fees and reasonable attorney's fees, and also includes all such costs and fees incurred in connection with any appeals. The obligation of payment under this clause shall be incorporated in any decision rendered in such action.



## **1.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- A. Unless the Contractor is exempt by Presidential Executive Order 11246 as amended by Executive Order 11375, the Contractor agrees not to discriminate against any client, employee, or applicant for employment of services because of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; lay-offs or termination's; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Contractor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the City of Lake Forest Park unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely; this includes the compliance with Sections 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1984.

## **1.26 MINORITY AND WOMEN BUSINESS ENTERPRISE**

- A. Contractor agrees that he/she shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. Upon request Contractor shall furnish evidence of his/her compliance with these requirements of minority employment and solicitation.

END OF SECTION



## **EXHIBIT C**

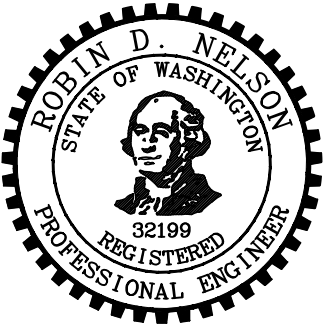


Project: Accessible Curb Ramps  
Bid Opening D 3/8/2022  
Certified Bid  
Tab By: PACE Engineers

					BID TABULATION									
					Agostino Construction, Inc.		Always Active Services LLC		RRJ Company, LLC		NPM Construction Co		Award Construction, Inc.	
Bid Item #	Spec #	Item	Unit	QTY	Unit Price	Total	Unit Price	total check	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1-04	Minor Changes	FA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	1-05	Roadway Surveying	LS	1	\$18,000.00	\$18,000.00	\$500.00	\$500.00	\$3,539.08	\$3,539.08	\$2,210.00	\$2,210.00	\$7,800.00	\$7,800.00
3	1-07	SPCC Plan	LS	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00
4	1-07	Protection and Restoration of Property	FA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5	1-09	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$2,197.75	\$2,197.75	\$13,000.00	\$13,000.00	\$32,000.00	\$32,000.00
6	1-10	Project Temporary Traffic Control	LS	1	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$34,001.90	\$34,001.90	\$7,800.00	\$7,800.00	\$40,000.00	\$40,000.00
7	2-02	Removal of Structures and Obstructions, Incl. Haul	LS	1	\$8,000.00	\$8,000.00	\$50,000.00	\$50,000.00	\$27,555.84	\$27,555.84	\$20,792.00	\$20,792.00	\$40,000.00	\$40,000.00
8	5-04	HMA CL 1/2" PG 58H-22	TN	10	\$180.00	\$1,800.00	\$300.00	\$3,000.00	\$677.23	\$6,772.30	\$472.00	\$4,720.00	\$1,350.00	\$13,500.00
9	7-05	Adjust Catch Basin to Finish Grade	EA	2	\$600.00	\$1,200.00	\$500.00	\$1,000.00	\$320.16	\$640.32	\$416.00	\$832.00	\$750.00	\$1,500.00
10	8-01	Water Pollution and Erosion Control	LS	1	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00	\$1,100.09	\$1,100.09	\$500.00	\$500.00	\$7,500.00	\$7,500.00
11	8-04	Cement Conc. Traffic Curb & Gutter	LF	340	\$35.00	\$11,900.00	\$45.00	\$15,300.00	\$51.14	\$17,387.60	\$50.00	\$17,000.00	\$55.00	\$18,700.00
12	8-14	Detectable Warning Surface at Site 1 and Site 2	SF	48	\$41.00	\$1,968.00	\$75.00	\$3,600.00	\$86.99	\$4,175.52	\$62.00	\$2,976.00	\$35.00	\$1,680.00
13	8-14	Cement Conc. Sidewalk	SY	100	\$103.00	\$10,300.00	\$60.00	\$6,000.00	\$111.17	\$11,117.00	\$89.00	\$8,900.00	\$200.00	\$20,000.00
14	8-14	Curb Ramp 1 (Site 3)	LS	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$2,758.63	\$2,758.63	\$7,110.00	\$7,110.00	\$4,600.00	\$4,600.00
15	8-14	Curb Ramp 2 (Site 3)	LS	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$2,758.63	\$2,758.63	\$7,110.00	\$7,110.00	\$5,050.00	\$5,050.00
16	8-14	Curb Ramp 3 (Site 4)	LS	1	\$2,100.00	\$2,100.00	\$3,000.00	\$3,000.00	\$3,354.44	\$3,354.44	\$7,110.00	\$7,110.00	\$4,800.00	\$4,800.00
17	8-14	Curb Ramp 4 and 5 (Site 5)	LS	1	\$2,700.00	\$2,700.00	\$3,000.00	\$3,000.00	\$5,737.65	\$5,737.65	\$9,215.00	\$9,215.00	\$6,100.00	\$6,100.00
18	8-14	Curb Ramp 6 (Site 5)	LS	1	\$2,300.00	\$2,300.00	\$3,000.00	\$3,000.00	\$3,235.28	\$3,235.28	\$7,614.00	\$7,614.00	\$6,500.00	\$6,500.00
19	8-14	Curb Ramp 7 (Site 6)	LS	1	\$1,900.00	\$1,900.00	\$3,000.00	\$3,000.00	\$3,116.12	\$3,116.12	\$7,710.00	\$7,710.00	\$4,000.00	\$4,000.00
20	8-14	Curb Ramp 8 (Site 6)	LS	1	\$1,400.00	\$1,400.00	\$3,000.00	\$3,000.00	\$2,758.63	\$2,758.63	\$7,710.00	\$7,710.00	\$4,000.00	\$4,000.00
subtotals:						\$112,668.00		\$138,400.00		\$142,706.78		\$143,059.00		\$229,230.00
					Unit Price	Total	Unit Price	total check	Unit Price	Total	Unit Price	Total	Unit Price	Total
Add-1	8-04	Cement Concrete Valley Gutter (Additive Bid Item)	LF	40	\$35.00	\$1,400.00	\$75.00	\$3,000.00	\$69.14	\$2,765.60	\$85.50	\$3,420.00	\$81.00	\$3,240.00

Denotes Error in Bid

I hereby certify that this tabulation represents all the bids received and that the total bid prices have been checked or corrected based on the unit prices provided in the bids. Corrections did not change the order of the bids, unless otherwise noted.



Robin D. Nelson, P.E.



## **EXHIBIT D**



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.