

RESOLUTION NO. 24-1970

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN A CONTRACT WITH RW
LOCKWOOD CONSTRUCTION FOR CONSTRUCTION OF
THE 35th AVENUE DRAINAGE IMPROVEMENTS
PROJECT**

WHEREAS, the City desires to complete the construction of the 35th Avenue Drainage Improvements Project; and

WHEREAS, the City bid the 35th Avenue Drainage Improvements Project through the Small Works Roster on August 20, 2004, received no bids, and subsequently re-bid the Project through the Small Works Roster on September 4, 2024; and

WHEREAS, RW Lockwood Construction submitted a bid for construction of the Project to the City following the City's re-bid of the Project, which City staff have reviewed and found acceptable;

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 a contract with RW Lockwood Construction for construction of the 35th Avenue Drainage Improvements Project included herewith as Exhibit A.

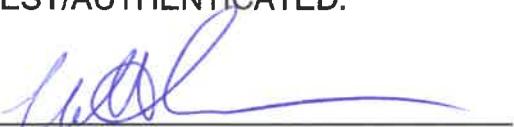
Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 26th day of September, 2024.

APPROVED.


Tom French
Mayor

ATTEST/AUTHENTICATED:



Matthew McLean
City Clerk

FILED WITH THE CITY CLERK: September 20, 2024
PASSED BY THE CITY COUNCIL: September 26, 2024
RESOLUTION NO.: 24-1970

EXHIBIT A

Agreement

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

RECITALS

WHEREAS, the City desires to contract with the Contractor for the City of Lake Forest Project 35TH AVENUE NE DRAINAGE IMPROVEMENTS; 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 to this Contract), 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 25 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 5 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 "A" 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 \$275,104.35.

4.2 The Contractor shall complete and return to the City Exhibit "C" 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.

7.1 Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from 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 herein.

7.2 No Limitation

The 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 City's recourse to any remedy available at law or in equity.

7.3 Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

7.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles.

Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

7.3.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products- completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. 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 endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

7.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

7.3.4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub- subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

7.4 Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

7.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

7.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

7.4.3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

7.5 City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

7.6 Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self- insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

7.7 Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

7.8 Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

7.9 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

7.10 Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.

Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

7.11 Subcontractors

The Contractor shall cause each and every Subcontractor 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 the City is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

7.12 Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

7.13 Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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/prv/Wagelookup.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:

A. City of Lake Forest Park:

City of Lake Forest Park
Attn: Katie Phillips, Project Manager
17425 Ballinger Way NE
Lake Forest Park, WA 98155

B. Contractor:

RW Lockwood Construction
Attn: Robert Lockwood
3301 S Lawrence Street
Tacoma, WA 98409

IN WITNESS WHEREOF, the City and Contractor have executed this agreement.

**CITY OF LAKE FOREST PARK,
WASHINGTON**

By: _____
Thomas French, Mayor

Date: _____

Attest/Authenticated:

Matthew McLean, City Clerk

Approved as to Form:

Kim Adams Pratt, City Attorney

RW LOCKWOOD CONSTRUCTION

By: _____

Printed Name

Its: _____
Title _____

Date: _____

Exhibit A

Proposal Form (continued)

For the complete performance of all Work required by Contract Documents for that project entitled "**35th Avenue NE Drainage Improvements**" the following Bid is submitted. Show prices in figures only (ink or typed). Show cents to 2 decimal points. Do not include applicable retail sales tax in unit price bid amounts as tax is entered separately in the bid schedule. Where conflict occurs between the unit price and the extended price specified for any item, the Unit Price shall prevail, and totals shall be corrected to conform thereto. If any Unit Price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the Extended Price column.

BID SCHEDULE		CONTRACTOR BID			
BID ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY (QTY)	EXTENDED PRICE (UNIT PRICE x QTY)
1.	Mobilization	LS	5,306.18	1	5,306.18
2.	Minor Change	CALC	\$10,000.00	1	\$10,000.00
3.	Surveying	LS	8,000.00	1	8,000.00
4.	Project Temporary Traffic Control	LS	12,000.00	1	12,000.00
5.	Clearing and Grubbing	LS	3,032.10	1	3,032.10
6.	Removal of Structures and Obstructions	LS	17,614.98	1	17,614.98
7.	Deck Removal	LS	7,580.25	1	7,580.25
8.	Locate Existing Utilities	LS	7,580.25	1	7,580.25
9.	Crushed Surfacing Top Course	TN	151.61	22	3,335.31

BID ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY (QTY)	EXTENDED PRICE (UNIT PRICE x QTY)
10.	Crushed Surfacing Base Course	TN	151.61	15	2,274.08
11.	Commercial HMA for Trench Patch	TN	682.22	4	2,728.89
12.	Temporary HMA	TN	682.22	4	2,728.89
13.	CPEP Storm Sewer Pipe, 12 In. (Incl. Bedding)	LF	758.03	5	3,790.13
14.	CPEP Storm Sewer Pipe, 15 In. Diam. (Incl. Bedding)	LF	187.97	165	31,015.35
15.	HDPE Storm Sewer Pipe, 16 In. O.D. (Incl. Bedding)	LF	403.81	130	52,494.75
16.	Catch Basin, Type 2, 48 In. Diam.	EA	9,854.33	2	19,708.65
17.	Storm Drain Manhole, Type 3, 48 In. Diam. with Pipe Anchor	EA	21,224.70	1	21,244.70
18.	Abandon Existing Manhole/ Type 2 Catch Basin	EA	6,822.23	1	6,822.23
19.	Plugging Existing Pipe	EA	909.63	8	7,277.04
20.	Bank Run Gravel for Trench Backfill	TN	121.28	160	19,405.44
21.	Trench Excavation Safety Systems	LS	6,064.20	1	6,064.20
22.	Removal of Unsuitable Material (Trench)	CY	227.41	10	2,274.08
23.	Erosion Control and Water Pollution Prevention	LS	4,548.15	1	4,548.15
24.	Topsoil, Type A	CY	227.41	45	10,233.34

BID ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY (QTY)	EXTENDED PRICE (UNIT PRICE x QTY)
25.	Seeding, Fertilizing and Mulching	SY	22.74	250	5,685.19
26.	Plant Selection	EA	144.02	6	864.15
27.	Mailbox Support	EA	758.03	1	758.03
28.	Project Documentation	LS	758.03	1	758.03
<hr/>					
SUBTOTAL (sum of EXTENDED PRICE amounts above)					275,104.35
0% WASHINGTON STATE RETAIL SALES TAX (Per W.S. Revenue Rule 171)					\$0.00
TOTAL PRICE (sum of SUBTOTAL and WA STATE RETAIL SALES TAX amounts above)					275,104.35

Unit key on following page

UNIT KEY	
CY	Cubic Yard
EA	Each
HR	Hour
LF	Linear Foot
LS	Lump Sum
SF	Square Foot
SY	Square Yard
TN	Ton

Special Provisions

Introduction To The Special Provisions

(July 31, 2007 APWA GSP)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, current, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications") or the most recent version of such specifications. The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and 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 date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP)

(August 7, 2006 WSDOT GSP)

(May 1, 2013 G&O GSP)

Project specific special provisions are labeled without a date as such:

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, and
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

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

1-01.3 Definitions

(March 13, 2012 APWA GSP)

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 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 Authorized Representative 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 "State," "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 “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 final payment form established by the Contracting Agency.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency’s headquarters are located.

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 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 Authorized Representative 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)

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.

1-02.4(1) General

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)

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; the bidder's D/M/WBE commitment, if applicable; 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

(June 27, 2011 APWA GSP)

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 paragraph, and replace it with the following:

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 d/m/wbe 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 d/w/mbe requirements are to be satisfied through such an agreement.

1-02.7 Bid Deposit

(October 1, 2005 APWA GSP)

SUPPLEMENT THIS SECTION WITH THE FOLLOWING:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project (if applicable);
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.

1-02.13 Irregular Proposals

(March 13, 2012 APWA GSP)

REVISE ITEM 1 TO READ:

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 Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the Bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

1-02.15 Pre Award Information

(October 1, 2005 APWA GSP)

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 Authorized Representative,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located,
7. A copy of State of Washington Contractor's Registration, or
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03.4 Contract Bond

(October 1, 2005 APWA GSP)

REVISE THE FIRST PARAGRAPH TO READ:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
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. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, 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;
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 must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

1-04.6 Variation in Estimated Quantities

(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)

Supplement this Section with the following:

The quantities for Bid Items #7, 8, 9 and 15 have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

1-05.4 Conformity With and Deviations from Plans and Stakes

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:

	Vertical	Horizontal
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:

Surveying

Lump Sum

The lump sum contract price for "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 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)

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.

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.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

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)

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.

1-05.17 Oral Agreements

(October 1, 2005 AWPA GSP)

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.

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

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.

1-07.18 Insurance

(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. 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 Final Completion 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 insurance policies shall contain a "cross liability" provision.

E. The Contractor's and all Subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.

F. 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.

G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).

H. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.

I. 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.

J. 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 Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

the Contracting Agency and its officers, elected officials, employees, agents, and volunteers;

Gray & Osborne, Inc.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, 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(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance

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. The certificate and endorsements must conform to the following requirements:

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. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. 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 shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate

Premises/Operations Liability

Products/Completed Operations – for a period of one year following final acceptance of the work.

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap / Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)

Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$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 for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit

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)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

(June 27, 2011 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Authorized Representative is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Authorized Representative for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements.

Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Authorized Representative. These conditions may include but are not limited to:

The Authorized Representative may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Authorized Representative include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Authorized Representative, such work necessitates their presence.

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.

Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

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.

1-08.4 Prosecution of Work

DELETE THIS SECTION IN ITS ENTIRETY, AND REPLACE IT WITH THE FOLLOWING:

1-08.4 Notice to Proceed and Prosecution of Work

(June 27, 2011 APWA GSP)

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 Authorized Representative 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

(June 28, 2007 APWA GSP, Option A)

REVISE THE THIRD AND FOURTH PARAGRAPHS TO READ:

Contract time shall begin on the first working day following the Notice to Proceed Date.

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 Authorized Representative 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 Authorized Representative 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 Authorized Representative, the protest shall be in sufficient detail to enable the Authorized Representative 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 elects 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 Authorized Representative 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 Authorized Representative prior to establishing a completion date:
 - a. Certified Payrolls (Federal-aid Projects)
 - b. Material Acceptance Certification Documents

c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.

- d. Final Contract Voucher Certification
- e. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages

(March 13, 2012 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract. The Authorized Representative may determine that the work is Substantially Complete. The Authorized Representative will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown 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 Authorized Representative, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09.7 Mobilization

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 his 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(3)A Administration of Arbitration

(October 1, 2005 APWA GSP)

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 are located. 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.

Appendix A: Contract Plans

CITY OF LAKE FOREST PARK

KING COUNTY

WASHINGTON

35TH AVENUE NE DRAINAGE IMPROVEMENTS



CITY OFFICIALS

TOM FRENCH
MAYOR

PAULA GOODE
DEPUTY MAYOR

LARRY GOLDMAN

TRACY FURUTANI
CITY COUNCIL

JON LEBO

SEMRA RIDDLE

ELLYN SAUNDERS

PAULA GOODE

LORRI BODI

PHILLIP HILL
CITY ADMINISTRATOR

JEFFREY PERRIGO
DIRECTOR OF PUBLIC WORKS

KATIE PHILLIPS
PROJECT MANAGER

REVIEWED AND
CONCURRED WITH: _____
CITY OF LAKE FOREST PARK
DATE: _____


Gray & Osborne, Inc.
CONSULTING ENGINEERS
3710 168TH STREET NE, BLDG. B, SUITE 210
ARLINGTON, WASHINGTON 98223 (360) 454-5490

ABBREVIATIONS

AVE	AVENUE
AC	ASBESTOS CEMENT PIPE
ADJ	ADJUST
ALT	ALTERNATE
ALUM	ALUMINUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ASPH	ASPHALT
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
ASSY	ASSEMBLY
BLDG	BUILDING
BLK	BLOCK
BOP	BEGINNING OF PROJECT
BVCE	BEGIN VERTICAL CURVE ELEVATION
BVCS	BEGIN VERTICAL CURVE STATION
CTR	CENTER
CB	CATCH BASIN
CI	CAST IRON
CLR	CLEARANCE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
C	CONDUIT
CONN	CONNECTION
CONT	CONTINUOUS
CPEP	CORRUGATED POLYETHYLENE PIPE
CPLG	COUPLING
CY	CUBIC YARD
CONT	CONTINUED
CL	CLASS
CF	CUBIC FEET
CFS	CUBIC FEET PER SECOND
CSBC	CRUSHED SURFACING BASE COURSE
CSTC	CRUSHED SURFACING TOP COURSE
DC	DEGREE OF CURVATURE
DI	DUCTILE IRON
DIA	DIAMETER
DIM	DIMENSION
DWGS	DRAWING(S)
D	DRAIN
E	EAST
EA	EACH
EL	ELEVATION
ELEC	ELECTRICAL
EOA	EDGE OF ASPHALT
EOP	END OF PROJECT
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EXIST	EXISTING
FIN	FINISHED
FL	FLANGE
FT	FEET
GA	GAUGE
GALV	GALVANIZED
GV	GATE VALVE
HMA	HOT MIX ASPHALT
HDPE	HIGH DENSITY POLYETHYLENE PIPE
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
INV	INVERT
IN	INCH
L	LENGTH
LB	POUND
LF	LINEAR FEET
MAX	MAXIMUM
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MJ	MECHANICAL JOINT
MISC	MISCELLANEOUS
N	NORTH
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
PI	POINT OF INTERSECTION
PP	POWER POLE
PVI	POINT OF VERTICAL INTERSECTION
PE	PLAIN END
PERF	PERFORATED
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
QTY	QUANTITY
RR	RAILROAD
R	RADIUS
RED	REDUCER
REINF	REINFORCE
REQD	REQUIRED
RJ	RESTRAINED JOINT
R/W	RIGHT-OF-WAY
SL	SLOPE
S	SOUTH
SCH	SCHEDULE
SF	SQUARE FEET
SHT	SHEET
SP	SAMPLE POINTS
SPECs	SPECIFICATIONS
SQ	SQUARE
ST	SAMPLE TEST PIT
STA	STATION
STD	STANDARD
TB	THRUST BLOCK
TC	TOP OF CURVE
TEL	TELEPHONE
TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
THRD	THREADED
THRU	THROUGH
TYp	TYPICAL
VERT	VERTICAL
W	WEST
WSDOT	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

LINETYPES

	EXISTING	PROPOSED	DESCRIPTION
<u>SURFACE FEATURES</u>			
			ASPHALT PAVEMENT
<u>SURVEY</u>			
	— — — — —	— — — — —	LIMITS OF CLEARING
	— * — * —	— * — * —	SILT FENCE
<u>UTILITIES</u>			
	— OH —	— OH —	OVERHEAD UTILITIES
	— E —	— E —	BURIED ELECTRICAL
	— T —	— T —	BURIED TELEPHONE/COMMUNICATIONS
	— COM — COM	— COM — COM	BURIED COMMUNICATIONS
	— TV —	— TV —	BURIED CABLE TELEVISION
	— FO —	— FO —	BURIED FIBER-OPTIC LINE
	— G —	— G —	GAS MAIN (SIZE AS NOTED)
	— W —	— W —	WATER MAIN (SIZE AS NOTED)
	— S —	— S —	SANITARY SEWER MAIN (SIZE AS NOTED)
	— D — — — D —	— D — — — D —	STORM DRAIN (SIZE AS NOTED)
	— D — — — D —	— D — — — D —	CULVERT (SIZE & TYPE AS NOTED)
	— D — — — D —	— D — — — D —	DITCH CENTERLINE/THALWEG

GENERAL NOTES:

- ALL MATERIALS AND WORKMANSHIP SHALL BE FURNISHED AND SUPPLIED IN ACCORDANCE WITH THE CURRENT WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION AND CITY OF LAKE FOREST PARK PUBLIC WORKS STANDARDS UNLESS OTHERWISE SPECIFICALLY NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT AND COORDINATE WITH ALL UTILITY COMPANIES IN ORDER TO ASSURE THAT ALL LINES, PIPES, POLES AND OTHER APPURTENANCES ARE PROPERLY LOCATED, SECURED, AND/OR PROTECTED. BURIED UTILITIES (WHERE KNOWN) ARE SHOWN IN THEIR APPROXIMATE LOCATION. THE CONTRACTOR SHALL HAVE UTILITIES VERIFIED ON THE GROUND PRIOR TO ANY CONSTRUCTION. NOTIFY THE UNDERGROUND UTILITIES LOCATE CENTER: 1-800-424-5555.
- ALL PAVEMENT MARKINGS SHALL BE INSTALLED/REINSTALLED IN CONFORMANCE TO THE REQUIREMENTS OF THESE PLANS, CONTRACT SPECIFICATIONS, AND THE M.U.T.C.D. MANUAL.
- THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS AND THE CONTRACT SPECIFICATIONS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER IN THE EVENT OF DISCOVERY OF UNSUITABLE SOILS OR HIGH GROUND WATER CONDITIONS OR DISCREPANCIES FROM THE PLANS.
- WHEREVER PLANS REFER TO "SAWCUT" OF ASPHALT CONCRETE PAVEMENT OR OIL MAT, OR CONCRETE SURFACE, THE CONTRACTOR SHALL PERFORM A "NEAT LINE CUT" PER SPECIFICATIONS (SECTION 2.02.3).
- CATCH BASINS AND CURB INLETS HAVE BEEN SHOWN IN GENERAL WITH A RELATIVE STATION AND OFFSET, THE INTENT OF THIS PROJECT IS TO LOCATE THE CATCH BASINS AND CURB INLETS IN THE GUTTER PAN AT THEIR RESPECTIVE ELEVATIONS.
- THE CONTRACTOR SHALL MAINTAIN A CLEAN LEGIBLE SET OF "RECORD" DRAWINGS AND PROVIDE A SET TO THE OWNER PRIOR TO DEMOBILIZATION FROM THE SITE.
- FORM AND SUBGRADE INSPECTION BY THE CONTRACTING AGENCY IS REQUIRED BEFORE PLACING CONCRETE. A MINIMUM OF 24 HOURS NOTICE IS REQUIRED TO BE PROVIDED TO THE RESIDENT INSPECTOR FOR FORM INSPECTION.
- PROTECTION OF THE ENVIRONMENT: NO CONSTRUCTION RELATED ACTIVITY SHALL CONTRIBUTE TO THE DEGRADATION OF THE ENVIRONMENT, ALLOW MATERIAL TO ENTER SURFACE WATERS, OR ALLOW PARTICULATE EMISSIONS TO THE ATMOSPHERE, WHICH EXCEED STATE OR FEDERAL STANDARDS. ANY ACTIONS THAT POTENTIALLY ALLOW A DISCHARGE TO STATE WATERS MUST HAVE APPROVAL OF THE WASHINGTON STATE DEPARTMENT OF ECOLOGY.

WATER SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
WATER SERVICE METER		
田	田	WATER SERVICE METER
○	○	FIRE HYDRANT (2-NOZZLE)
△	△	FIRE HYDRANT (3-NOZZLE)
□	□	GATE VALVE

GAS/POWER/TELEPHONE SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
GAS VALVE		
□	□	GAS VALVE
△	△	PAD MOUNT TRANSFORMER
P	P	POWER VAULT (SIZE VARIES)
○	○	UTILITY POLE
↑	↑	UTILITY POLE ANCHOR
□	□	UTILITY PEDESTAL
□	□	TELEPHONE VAULT (SIZE VARIES)

SURVEY SYMBOLS

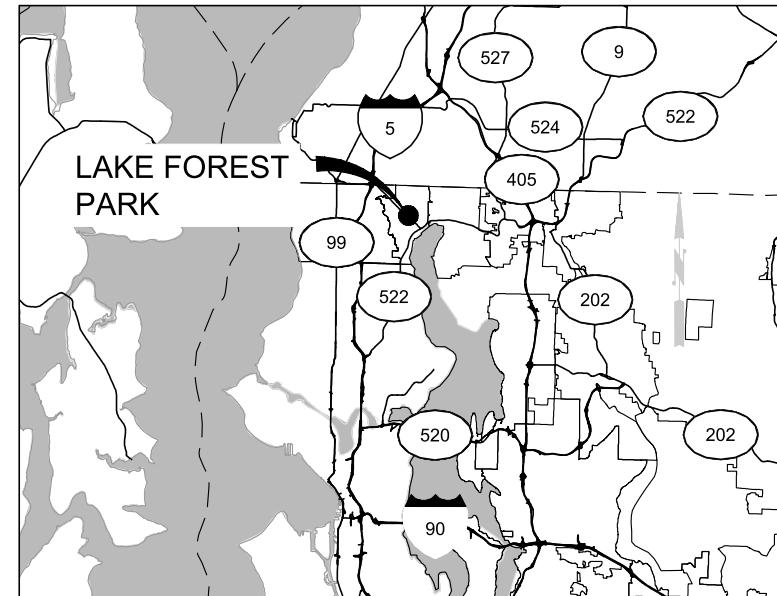
EXISTING	PROPOSED	DESCRIPTION
MONUMENT (IN CASE)		
●	●	MONUMENT (SURFACE)
○	○	OWNERSHIP TIE
⊕	⊕	SOIL BORING/TEST PIT
×	×	SPOT ELEVATION
○	○	TAX LOT/PARCEL NUMBER

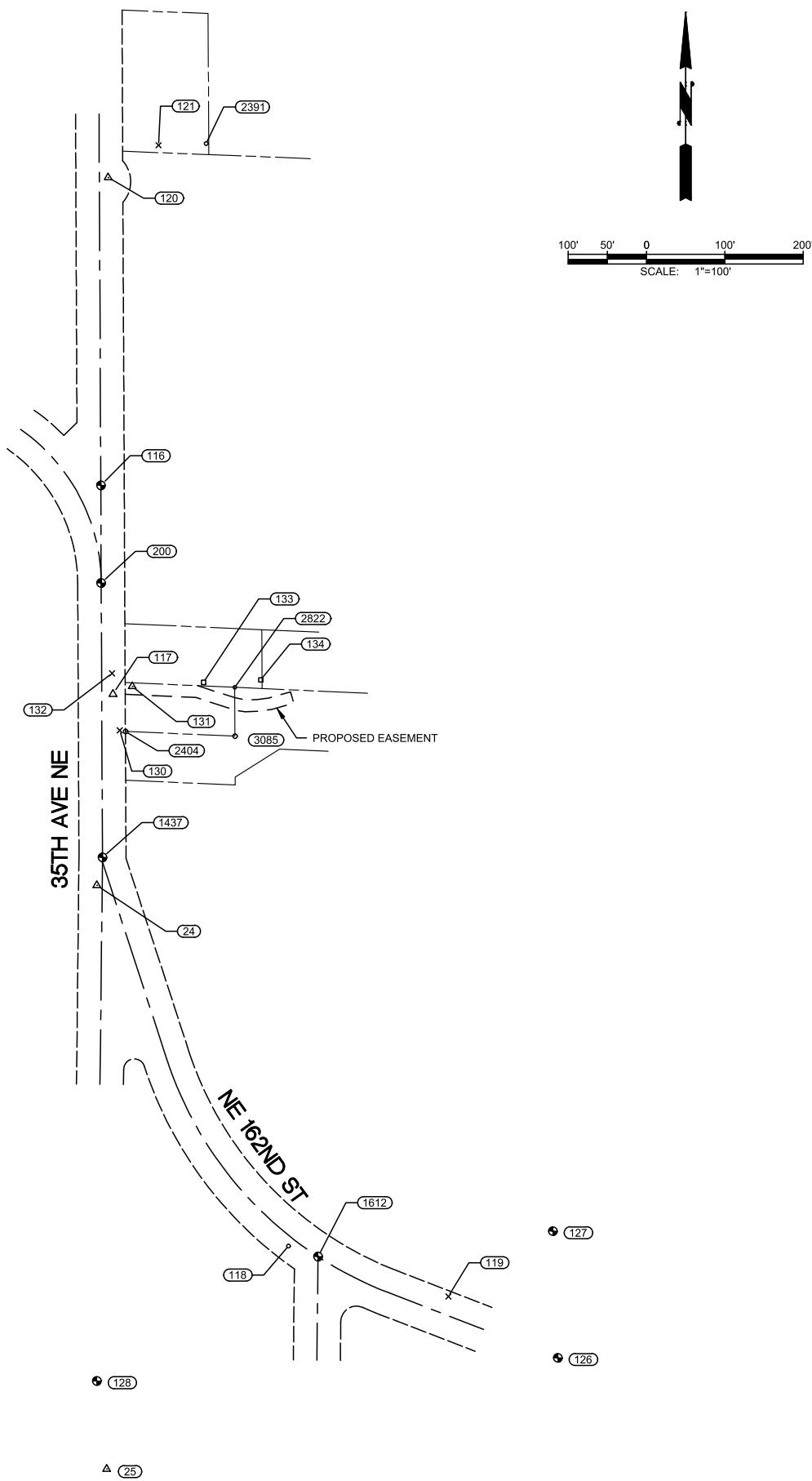
SANITARY/STORM SEWER SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
C.O.		
○	○	CLEAN OUT (SAN. SEWER OR STORM)
○	○	SANITARY SEWER MANHOLE
□	□	STORM DRAIN CATCH BASIN, CONC. INLET, OR YARD/AREA DRAIN
○	○	STORM DRAIN MANHOLE/TYPE 2 CATCH BASIN
□	□	CONCRETE PIPE PLUG

SURFACE FEATURES/LANDSCAPING

EXISTING	PROPOSED	DESCRIPTION
BUILDING		
□	□	MAIL BOX (NOTED)
○	○	SIGN
○	○	ROCK WALL
□	□	MODULAR BLOCK WALL
○	○	SHRUB
○	○	TREE (CONIFER)
○	○	TREE (DECIDUOUS)
○	○	EDGE OF CREEK/STREAM OR OHWM





CITY OF LAKE FOREST PARK - 35TH AVE DRAINAGE				
JOB NUMBER - 22462				
HORIZONTAL DATUM: NAD83/2011				
VA, PLANE COORDINATE SYSTEM, NORTH ZONE, GRID NORTH				
MODIFIED GROUND COORDINATES, SCALED TO GROUND USING AVG, CGF OF 0.99995906707 AT BASE POINT G&O #7				
VERTICAL DATUM: NAVD88				
HOLDING WSDOT PUBLISHED ELEVATION FOR GP17522-236 (G&O #11)				
POINT	NORTHING	EASTING	ELEV.	DESCRIPTION
7	280555.00	1283173.38	87.99	SSNT=SET MAG NAIL & "G+O CONTROL" TAG, 2.5' +/- WNW FROM ASPH. EDGE 40TH AVE, 11' +/- NNE OF STREET LIGHT #1707516.
11	277723.10	1284531.65	33.61	SFM=FOUND SURFACE MONUMENT, 3" BRASS DISC W/PUNCH, IN CONC. SIDEWALK, NINE COR. BOTHELL WAY & NE 170TH ST, WSDOT "GP17522-236, 1997".
24	276302.51	1281741.13	229.98	SSNT, SW CORNER OF INTX 35TH AVE NE & NE 162ND ST AT S SIDE OF DRIVEWAY.
25	275557.82	1281753.67	283.40	SSNT, E SIDE OF 35TH AVE NE, 100' S. OF NE 163RD ST AT S DRIVEWAY TO #16054. 2' E OF BACK OF THICKENED EDGE OF ROAD.
116	276812.77	1281746.42	219.73	SFMC=FOUND MONUMENT IN CASE, 5' E OF CENTERLINE OF 35TH AVE NE, 1/8" PIN SET IN CONC POST, DOWN 1.0' IN CASE, 25' N OF STREET NAME SIGN FOR "35 AVE NE & NE 116 PL."
117	276546.45	1281761.79	220.83	SSNT, 0.5' W OF E EDGE OF ASPHALT OF 35TH AVE NE, 36' N OF 16518 35TH AVE NE.
118	275842.22	1281985.70	198.27	SSRC=SET 5/8" REBAR W/ RED "G&O CONTROL" CAP, DOWN 0.3' IN GRASS SHOULDER S SIDE OF NE 162ND ST, W OF INTX W/ 36TH AVE NE, 2.5' W OF CONCRETE POWER VAULT, 3.5' N OF ROCKERY TOP, 8.5' S OF S EDGE OF ASPHALT OF NE 162ND ST.
119	275777.84	1282189.87	180.42	SSN=SET NAIL, 60-D NAIL W/ BLUE WHISKERS, DOWN 0.1' IN DIRT AT TOP OF GROUND BREAK, 3.7' WNW OF W FACE OF BRICK WALL, 12' NE OF 25 MPH SIGN, 13' WNW OF W WOOD FENCE CORNER.
120	277205.64	1281755.58	175.86	SSNT, IN CULDESAC AT N END OF 35TH AVE NE, 13' S OF SOUTHERLY MOST OF CLUSTER OF THREE WATER VALVES, 4' E OF CENTERLINE OF DRIVEWAY EXTENDED FOR 16816 35TH AVE NE.
121	277246.78	1281819.88	157.65	SSN, 60-D NAIL W/ BLUE WHISKERS, IN CENTERLINE OF GRAVEL PATH, S SIDE 16816 35TH AVE NE, E OF BOTTOM RAILROAD TIE STAIRS, 6' NW OF N FACE OF LARGE DEAD 48" MAPLE, 8' SE OF CENTER OF GAS METER.
126	275699.56	1282329.67	188.62	SFMC, 1 3/4" BRASS DISC W/ PUNCH, DOWN 0.6' IN CASE, CENTER OF INTX NE 162ND ST & 37TH AVE NE.
127	275861.21	1282323.30	188.02	SFMC, 7/8" BRASS PLUG W/ PUNCH, DOWN 0.85', 160' N OF INTX NE 162ND ST & 37TH AVE NE, 8' W OF CENTERLINE OF 37TH AVE NE.
128	275670.01	1281741.15	279.23	SFMC, 7/8" BRASS PLUG W/ PUNCH, DOWN 0.9' IN CASE, CENTER OF INTX 35TH AVE NE & NE 163RD ST.
129	275001.91	1281733.91	296.44	SFMC, 1/2" BRASS PLUG W/ PUNCH, DOWN 0.75' IN CASE, CENTER OF INTX 35TH AVE NE & NE 160TH ST.
130	276500.26	1281770.50	220.98	SSN, 60-D NAIL SET IN ROCK BETWEEN DRIVEWAYS TO 16518 35TH AVE NE.
131	276556.27	1281786.31	214.16	SSNT, MAG NAIL W/ TAG SET IN HUB, OFF NW CORNER OF HOUSE FOR 16518 35TH AVE NE.
132	276572.93	1281760.57	220.94	SSN, SMALL MAG NAIL W/ WHITE FLAGGING AT PAVEMENT BREAK ON E SIDE 35TH AVE NE, N. OF G&O #117.
133	276561.43	1281877.40	184.61	SSHT, MAG NAIL W/ "G&O CONTROL" TAG SET IN HUB, NEAR GARDEN TOOL BIN, IN BACKYARD 16518 35TH AVE NE.
134	276564.46	1281950.36	162.31	SSHT, MAG NAIL W/ "G&O CONTROL" TAG SET IN HUB, IN BACKYARD 16518 35TH AVE NE.
200	276688.19	1281746.66	220.69	SFMC, 3/8" BRASS PLUG W/ PUNCH SET IN CONC POST, DOWN 1.4' IN CASE, CENTERLINE OF 35TH AVE NE.
1437	276338.08	1281748.41	227.19	SFMC, 3/8" BRASS PLUG W/ PUNCH SET IN CONC POST, DOWN 1.0' IN CASE, INTX 36TH AVE NE & 9' S OF CENTERLINE OF NE 162ND ST.
1612	275828.78	1282023.47	193.37	SFMC, 3/8" BRASS PLUG W/ PUNCH SET IN CONC POST, DOWN 1.0' IN CASE, INTX 36TH AVE NE & 9' S OF CENTERLINE OF NE 162ND ST.
2391	277248.84	1281880.79	138.63	SFP=FOUND PIPE, PIPE W/ GREEN FLAGGING.
2404	276498.73	1281777.91	219.81	SFRC, 1/2" REBAR W/ YELLOW PLASTIC "REASDORFF 17679" CAP, DOWN 0.7' IN DIRT, BETWEEN DRIVEWAYS.
2822	276555.02	1281917.28	172.76	SFR, 5/8" REBAR, DOWN 0.2' IN DIRT.
3085	276492.79	1281917.56	177.44	SFRC, 1/2" REBAR W/ "NW ENG 0_3157" CAP.

RIGHT-OF-WAY DISCLAIMER

The right-of-way and/or property lines shown hereon are based on available information, not on a surveyed location and are only approximate.

SHEET: 2
OF: 13
JOB NO.: 22462

0

1"

2"

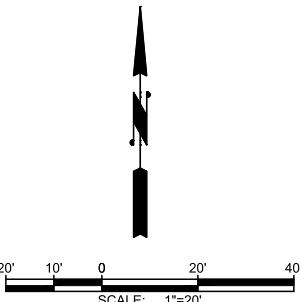
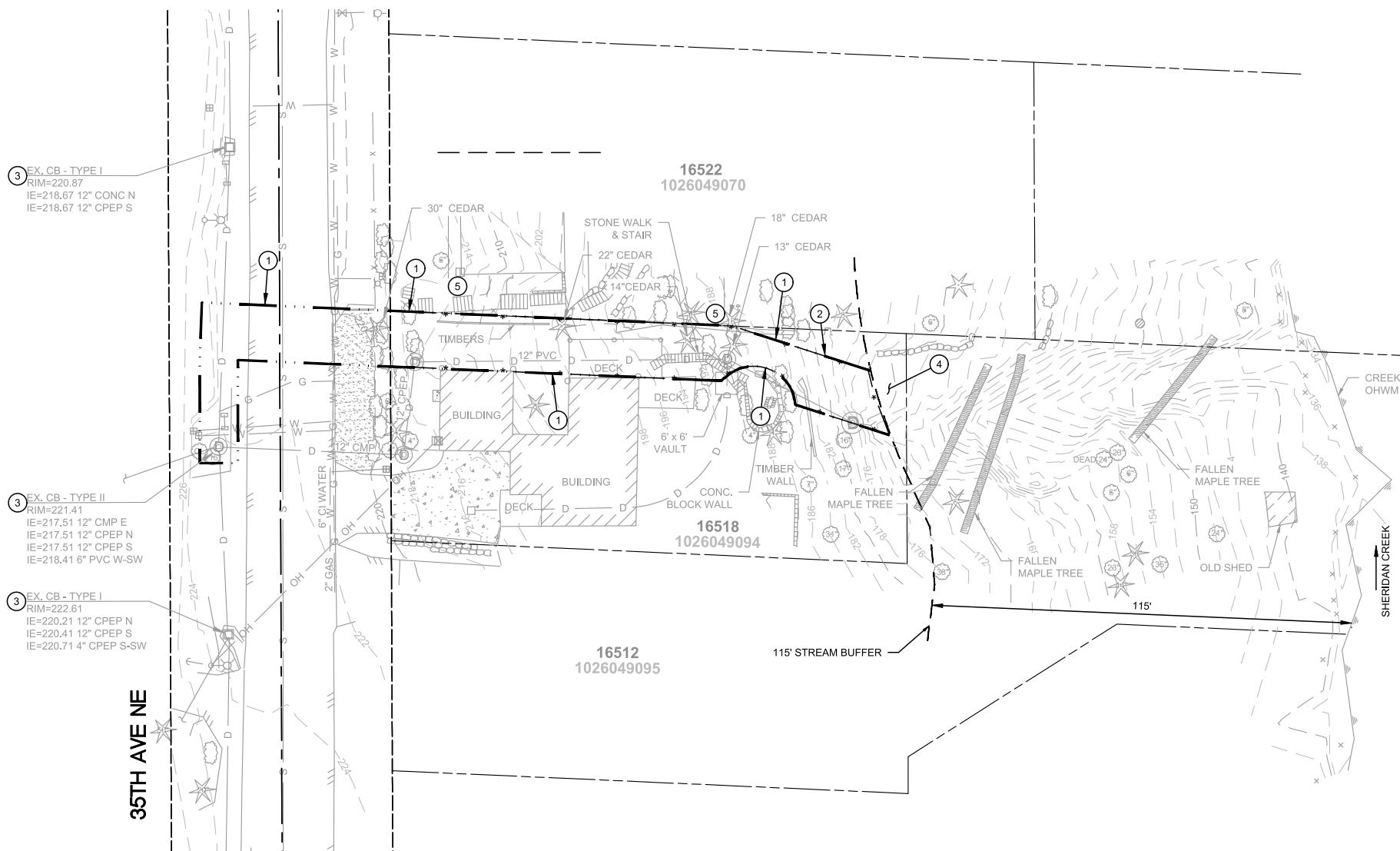
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

CITY OF LAKE FOREST PARK
KING COUNTY
WASHINGTON
35TH AVENUE NE DRAINAGE
IMPROVEMENTS
SURVEY CONTROL



DATE: AUG 2024	SCALE: NOTED
DRAWN: SEM	CHECKED: CLI
APPROVED: RWK	DATE: APPROVED

Gray & Osborne, Inc.
CONSULTING ENGINEERS
3710 168TH STREET NE, BLDG. B, SUITE 210
ARLINGTON, VA 22223 • (703) 454-5490



EROSION / SEDIMENT CONTROL GENERAL NOTES

1. CONTRACTOR SHALL SUBMIT TEMPORARY WATER POLLUTION/EROSION CONTROL PLAN PER THE CONTRACT SPECIFICATIONS.
2. ALL LIMITS OF CONSTRUCTION AND AREAS OF VEGETATION PRESERVATION SHALL BE OBSERVED DURING CONSTRUCTION.
3. ALL REQUIRED SEDIMENTATION/EROSION CONTROL FACILITIES MUST BE IN OPERATION PRIOR TO LAND CLEARING AND/OR OTHER CONSTRUCTION TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER THE NATURAL DRAINAGE SYSTEM, OR THE CITY'S MS4. ALL EROSION AND SEDIMENT FACILITIES SHALL BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CLEARING AND /OR CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED. THE IMPLEMENTATION, MAINTENANCE, REPLACEMENT AND ADDITIONS TO EROSION/SEDIMENTATION CONTROL SYSTEMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE EROSION AND SEDIMENTATION CONTROL SYSTEMS DEPICTED ON THIS DRAWING ARE INTENDED TO BE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND AS UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE CONTRACTOR SHOULD ANTICIPATE THAT MORE EROSION AND SEDIMENTATION CONTROL FACILITIES WILL BE NECESSARY TO ENSURE COMPLETE SILTATION CONTROL ON THE PROPOSED SITE. 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 THEIR ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES, OVER AND ABOVE THE MINIMUM REQUIREMENTS, AS MAY BE NEEDED TO PROTECT ADJACENT PROPERTIES AND THE WATER QUALITY OF THE RECEIVING DRAINAGE SYSTEM.
5. AT NO TIME SHALL MORE THAN SIX INCHES OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND DISPOSING OF THE SEDIMENT. ALL CATCH BASINS, CONVEYANCE LINES AND DITCHES SHALL BE CLEANED PRIOR TO PAVING.
6. THE CONTRACTOR SHALL REMOVE MATERIAL DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO THE TOWN RIGHT-OF-WAY OR INTO THE EXISTING STORM DRAINAGE SYSTEM. DEBRIS SHALL NOT BE WASHED INTO THE STORM DRAINAGE SYSTEM.
7. TEMPORARY EROSION CONTROL FACILITIES SHALL BE INSPECTED WEEKLY AND MAINTAINED WITHIN 24 HOURS FOLLOWING A STORM EVENT. SEDIMENT SHALL BE REMOVED TO INSURE THE FACILITIES WILL FUNCTION PROPERLY. THE FACILITIES SHALL BE SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED.
8. STORMWATER RUNOFF SHALL NOT ENTER THE CONVEYANCE SYSTEM INCLUDING CITY'S MS4 AND NEW CONVEYANCE SYSTEM ASSETS WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
9. DISTURBED SOIL SHALL BE STABILIZED PER THE SPECIFICATIONS.

TESC NOTES:

- 1 CLEARING LIMITS, CLEAR AND GRUB AREA SHOWN ON PLANS TO THE MINIMUM NECESSARY TO COMPLETE THE WORK. NO CLEARING BEYOND LIMIT IS ALLOWED.
- 2 INSTALL HIGH VISIBILITY SILT FENCE, SEE DETAIL, SHEET 4.
- 3 INSTALL CATCH BASIN INLET PROTECTION, SEE DETAIL, SHEET 4.
- 4 ALL WORK INSIDE STREAM BUFFER MUST BE COMPLETED USING SMALL TOOLS AND MANUAL LABOR. NO MACHINE ACCESS IS PERMITTED IN THE STREAM BUFFER.
- 5 ACCESS TO PARCEL #1026049070 - ADDRESS #16522 35TH AVE NE IS NOT AVAILABLE AND NO DISTURBANCE IS PERMITTED.

Gray & Osborne, Inc.
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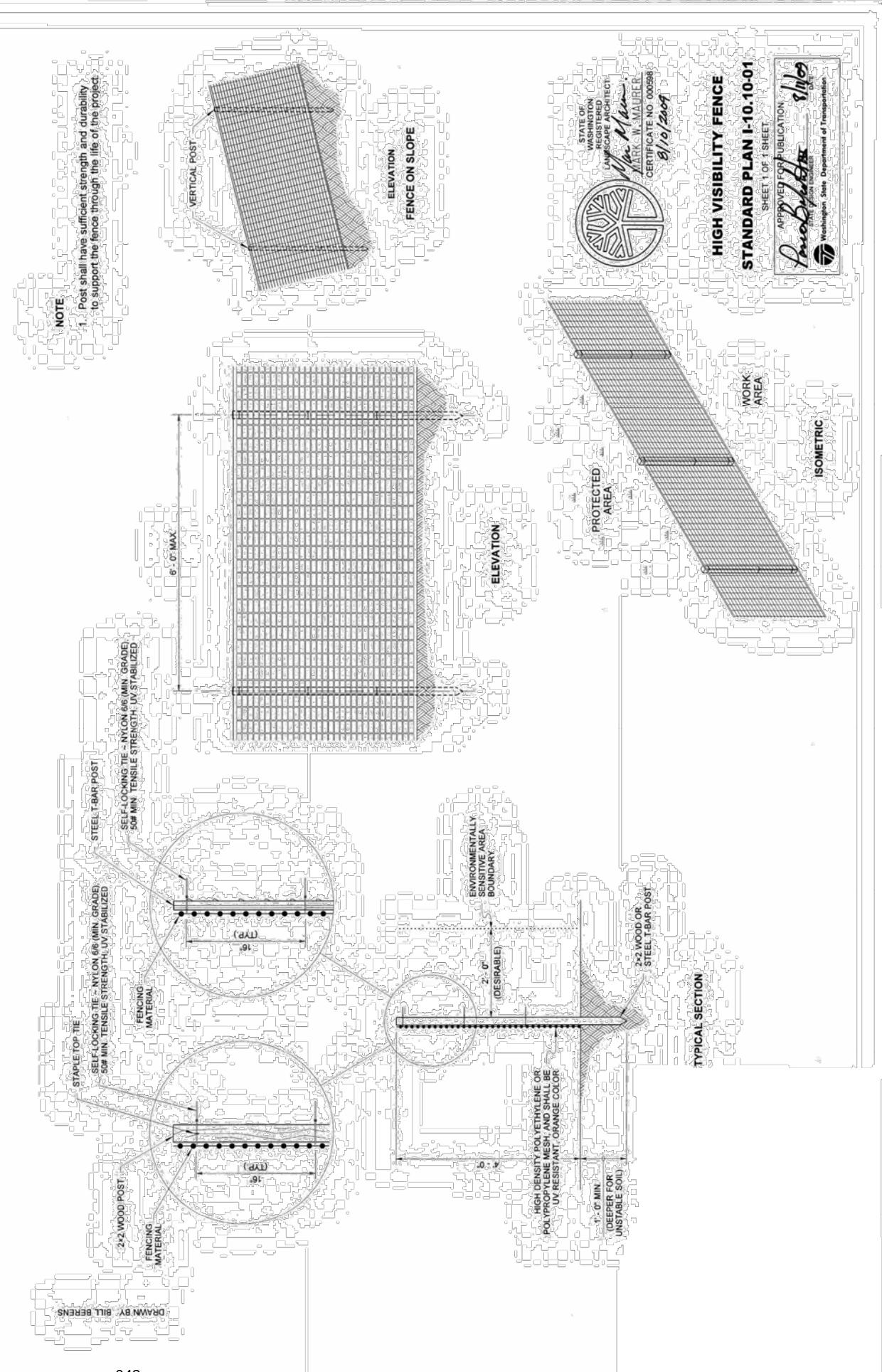
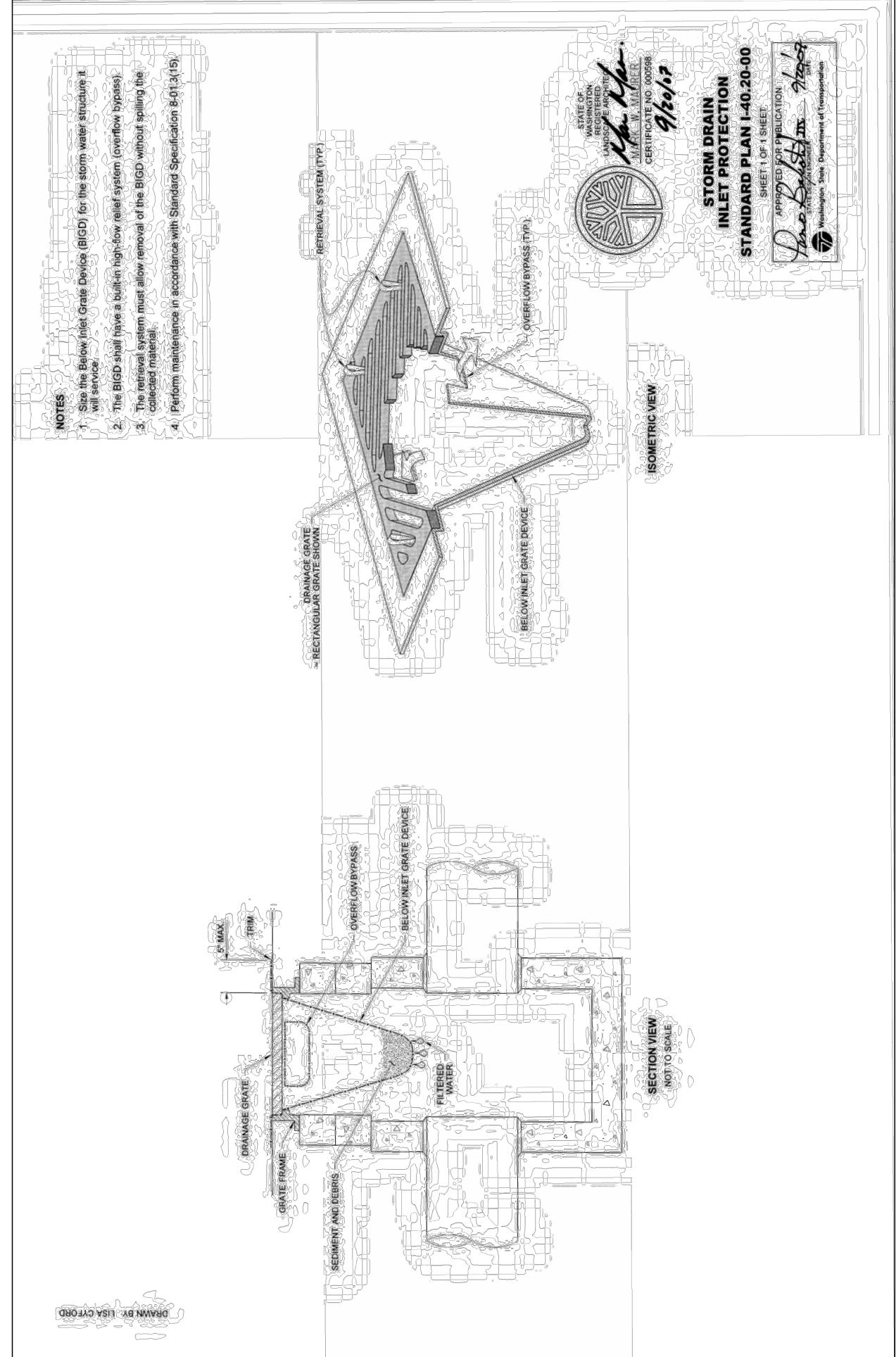
DATE: AUG 2024	SCALE: NOTED
DRAWN: SEM	CHECKED: CLI
APPROVED: RWK	

No.	REVISION	DATE



CITY OF LAKE FOREST PARK	WASHINGTON	KING COUNTY
35TH AVENUE NE DRAINAGE	IMPROVEMENTS	TESC PLAN

SHEET: 3	OF: 13
TWO INCHES AT FULL SCALE. IF NOT, SCALE ACCORDINGLY	



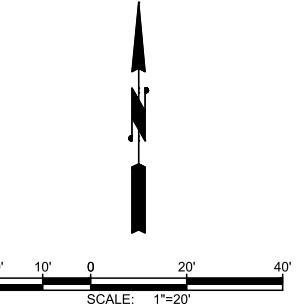
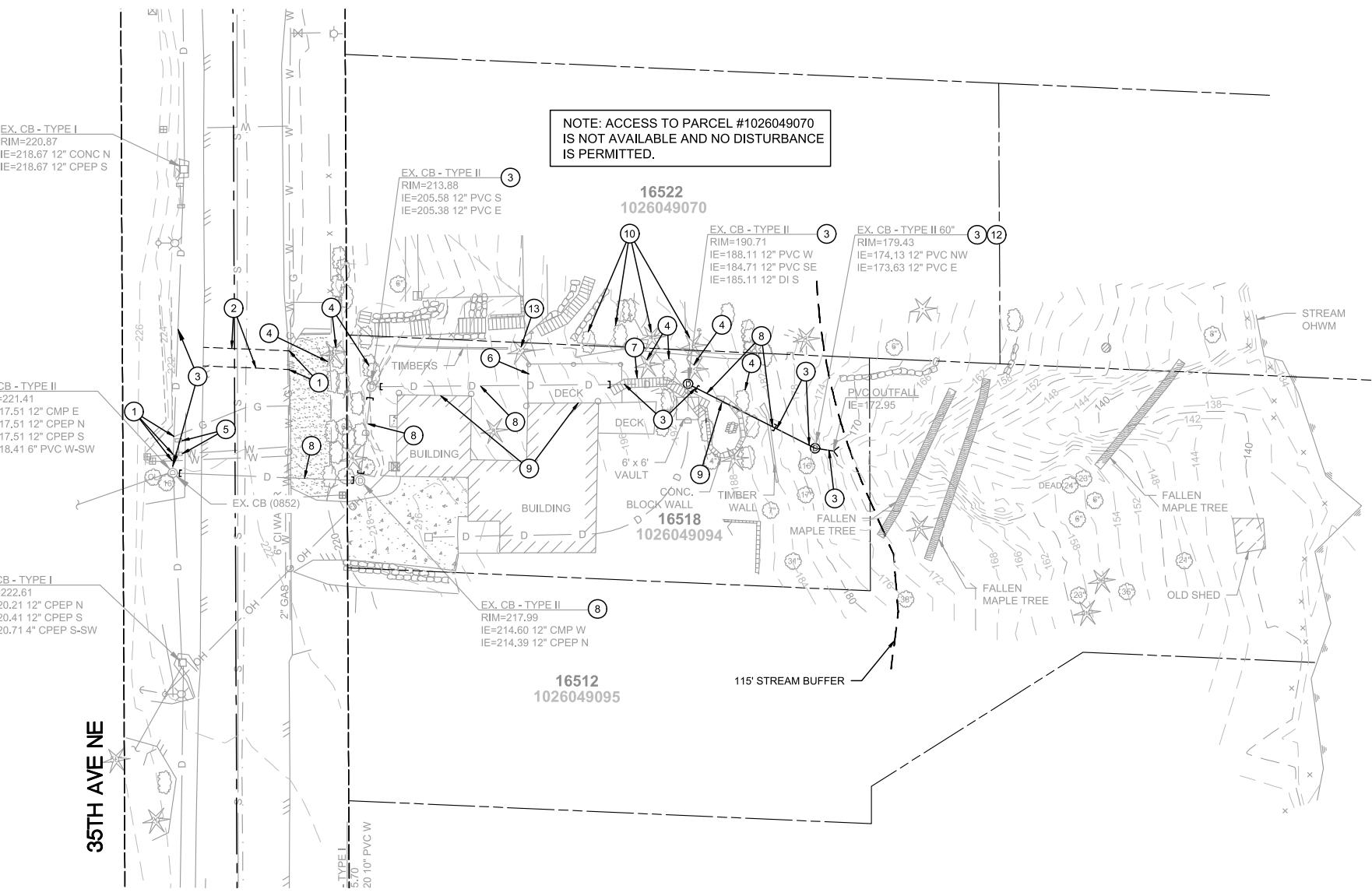
CITY OF LAKE FOREST PARK
KING COUNTY
WASHINGTON
35TH AVENUE NE DRAINAGE
IMPROVEMENTS
WSDOT TESC DETAILS

4
SHEET: 4
OF: 13
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY
JOB NO.: 22462



DATE: AUG 2024
SCALE: NOTED
DRAWN: SEM
CHECKED: CLI
APPROVED: RWK

Gray & Osborne, Inc.
CONSULTING ENGINEERS
3710 168TH STREET NE, BLDG. B, SUITE 210
ARLINGTON, VA 22223 • (360) 454-5490



DEMOLITION NOTES

1. CAUTION: POTENTIAL UTILITY CONFLICT, CALL UTILITY LOCATE TO HAVE UTILITIES MARKED ON THE GROUND. VERIFY (POTHOLE) EXACT LOCATION AND DEPTH OF EXISTING UTILITIES. SEE ORDER OF WORK IN SPEC.
2. SAWCUT AND WASTEHAUL EXISTING ASPHALT.
3. REMOVE AND WASTEHAUL EXISTING CATCH BASIN OR STORM PIPE.
4. REMOVE AND WASTEHAUL EXISTING TREE, SHRUB, ROCK WALL, FENCE AND LANDSCAPE ITEMS.
5. REMOVE AND TEMPORARILY RELOCATE MAIL BOXES DURING CONSTRUCTION, REPLACE IN KIND.
6. REMOVE AND WASTEHAUL PORTION OF DECK.
7. REMOVE AND REINSTALL DISTURBED PORTIONS OF STONE WALK.
8. ABANDON IN PLACE EXISTING STORM STRUCTURE / PIPE.
9. PROTECT EXISTING UTILITY, LANDSCAPING, STRUCTURE, PATIO, AND WALL DURING CONSTRUCTION.
10. PROTECT EXISTING TREE OR SHRUB IN WORK AREA, TREES TO BE PROTECTED MUST HAVE THEIR CRITICAL ROOT ZONES PROTECTED. CRITICAL ROOT ZONES EXTEND AT LEAST 15 FEET OUT FROM TRUNK. CONTRACTOR SHALL USE ONE OF THE FOLLOWING TEMPORARY MEASURES TO MINIMIZE SOIL COMPACTION AND ROOT DAMAGE:
 - a. INSTALL 6 TO 12 INCHES OF WOOD CHIP MULCH OVER THE ROOT ZONE.
 - b. LAY DOWN A 3/4-INCH THICK PLYWOOD SHEET OVER AT LEAST 4 INCHES OF WOOD CHIP MULCH.
 - c. APPLY 4 TO 6 INCHES OF GRAVEL OVER STAKED GEOTEXTILE FABRIC.
 - d. PLACE COMMERCIAL LOGGING MATS ON TOP OF A 4-INCH WOOD CHIP MULCH LAYER.
 THE GRAVEL, GEOTEXTILE FABRIC, MATS, PLYWOOD, AND ALL WOOD CHIP MULCH OVER 4 INCHES THICK MUST BE REMOVED AFTER THE TEMPORARY DISTURBANCE IS FINISHED.
11. ANY ROOTS OVER ONE INCH THAT ARE EXPOSED AFTER EXCAVATION SHOULD BE CLEAN CUT BY HAND. ALL ROOT PRUNING OVER ONE INCH IN DIAMETER SHALL BE OVERSEEN BY THE CITY'S ARBORIST OR DESIGNEE. SUPPLY SUPPLEMENTAL IRRIGATION DURING CONSTRUCTION TO KEEP ROOTS MOIST.
12. CAUTION: THE EXISTING CATCH BASIN NEAR THE PIPE OUTFALL IS HANGING ON THE EDGE OF THE RAVINE. MACHINE ACCESS TO REMOVE THIS BASIN IS LIMITED. CATCH BASIN MUST BE SECURED AND REMOVED CAREFULLY TO AVOID INJURY AND STRUCTURE FALLING INTO THE RAVINE. THE STRUCTURE SHALL BE DISMANTLED AND BROKEN INTO SMALL PIECES FOR WASTEHAUL OFFSITE.
13. CUT AND WASTEHAUL TREE TRUNK AT 10 FEET ABOVE THE GROUND SURFACE.

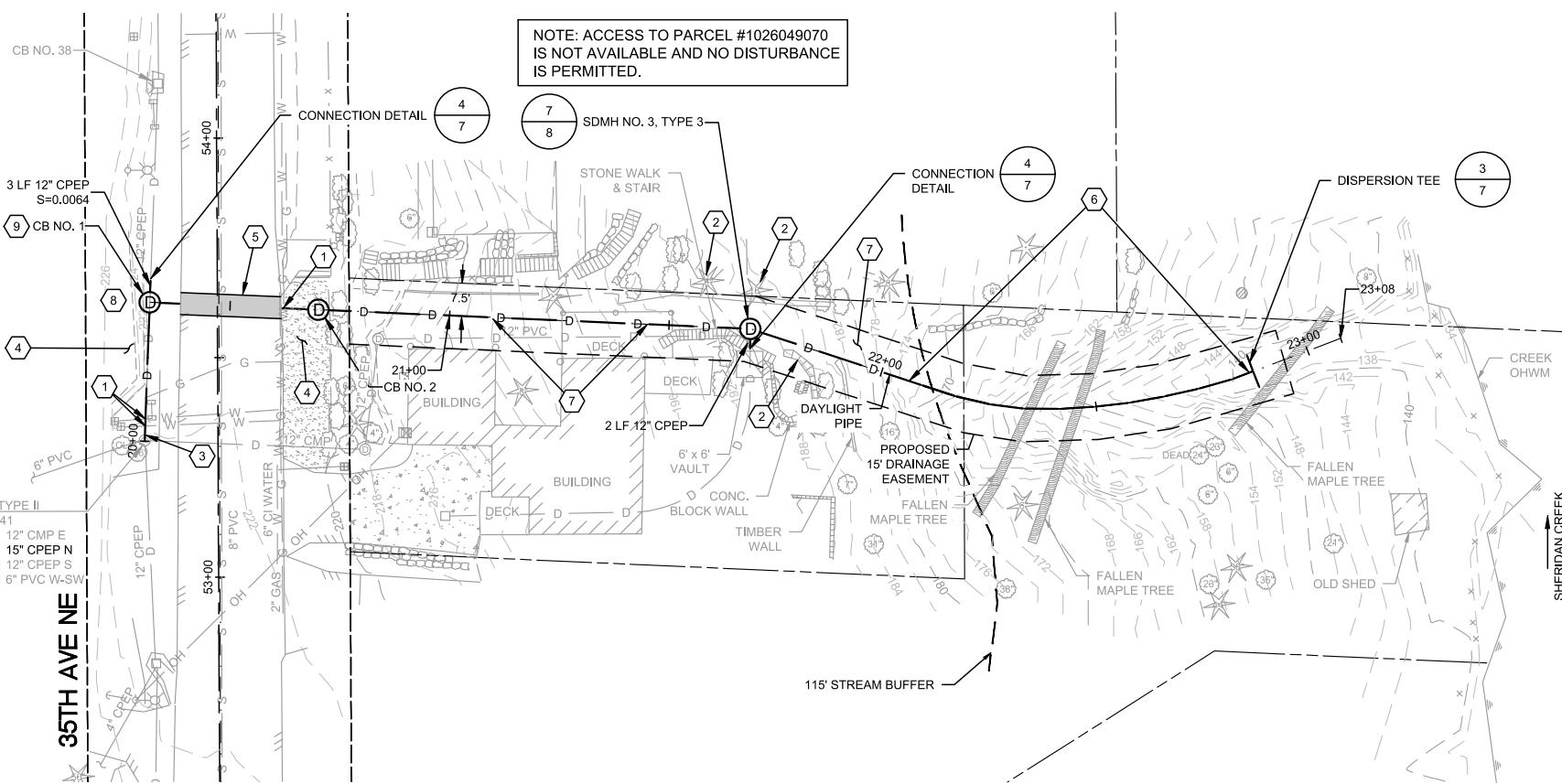
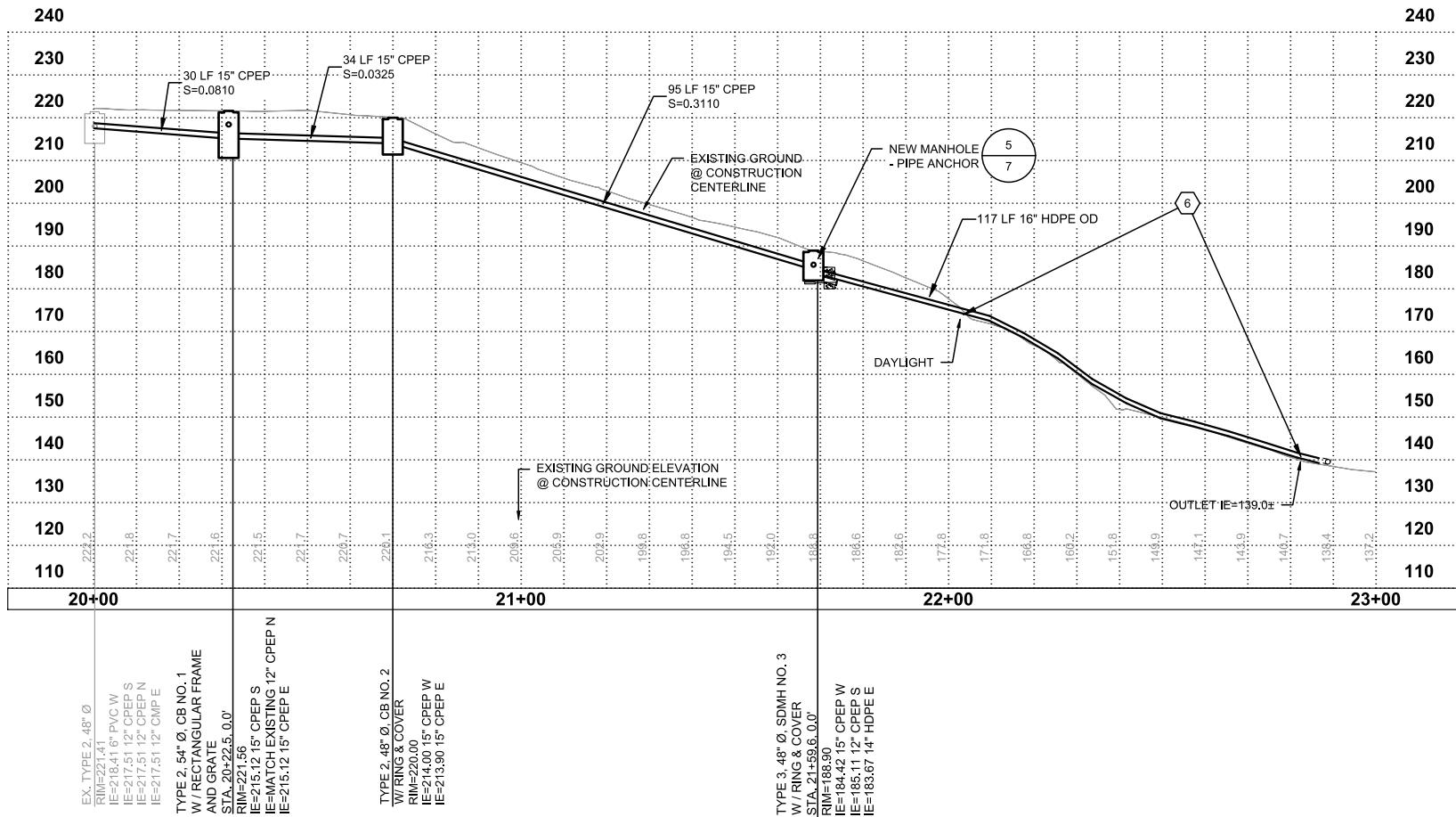
CITY OF LAKE FOREST PARK
KING COUNTY
WASHINGTON
35TH AVENUE NE DRAINAGE
IMPROVEMENTS
EXISTING DEMOLITION PLAN

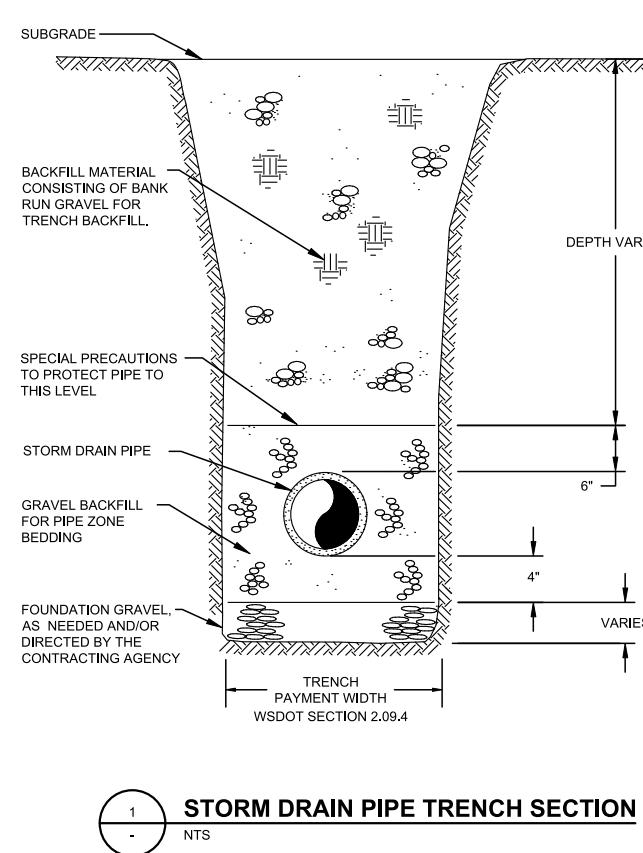
0 1" 2"
TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY
SHEET: 5
OF: 13
JOB NO.: 22462



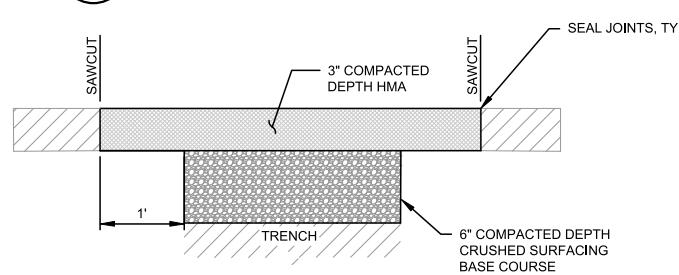
Gray & Osborne, Inc.
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DATE: AUG 2024	SCALE:	NOTED:
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APPROVED:	RWK	

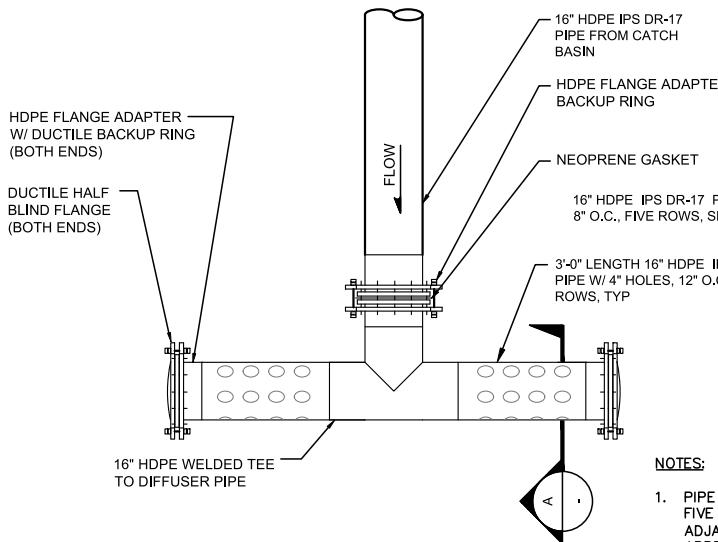




STORM DRAIN PIPE TRENCH SECTION



TRENCH REPAIR SECTION-PAVED AREAS

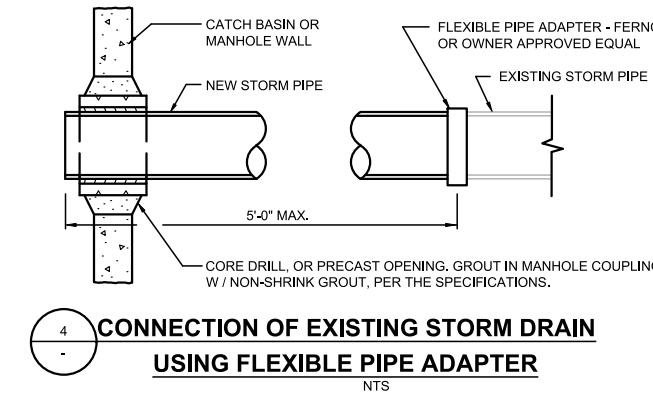


DISPERSION TEE DETAIL

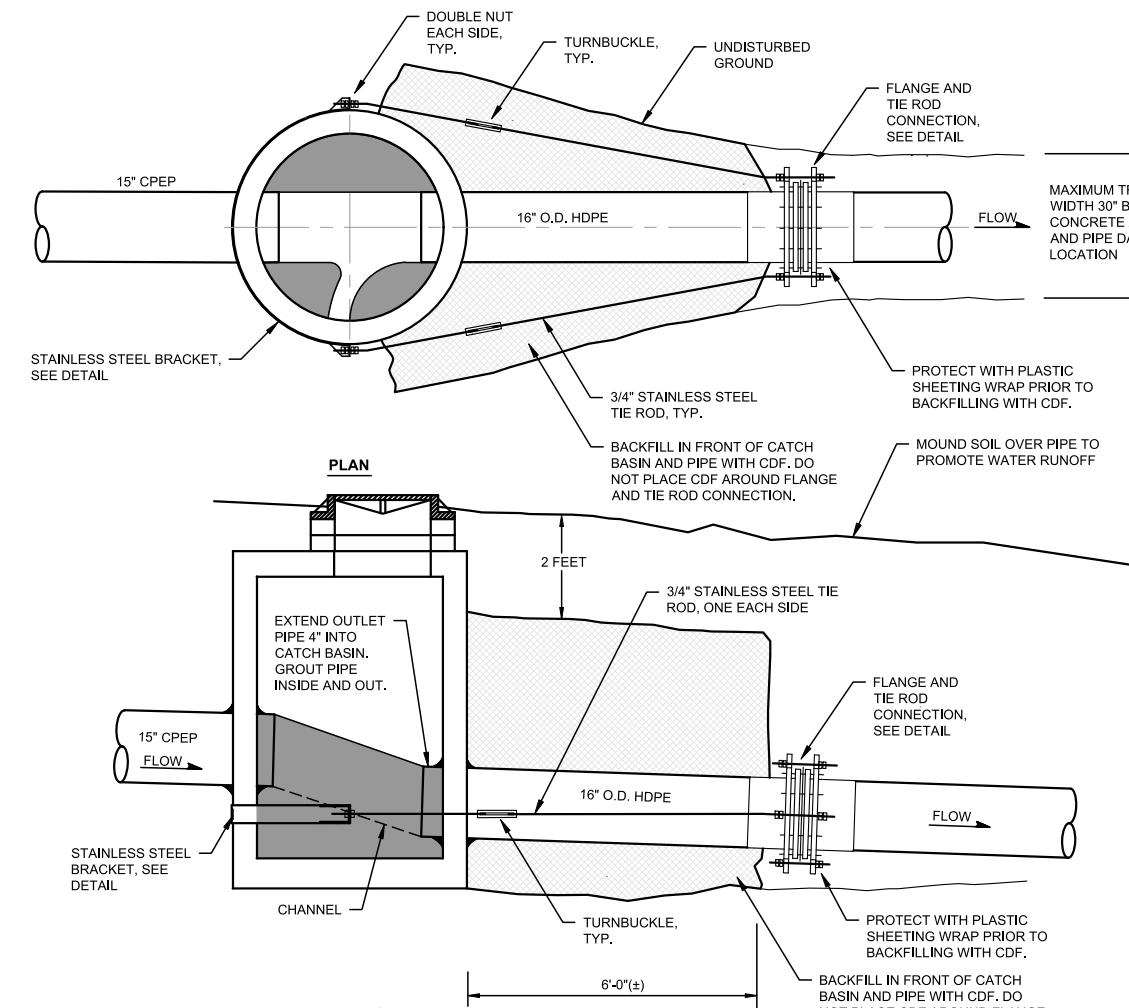
NOTES:

1. PIPE SHALL HAVE 4" DIAMETER HOLES 12" O.C. DRILLED IN FIVE ROWS. THE MIDDLE ROWS SHALL BE OFFSET FROM THE ADJACENT UPPER AND LOWER ROWS BY 6" HORIZONTALLY. APPROXIMATE LOCATION OF THE HOLES WILL BE 2, 4, 8, 10, AND 12 O'CLOCK.

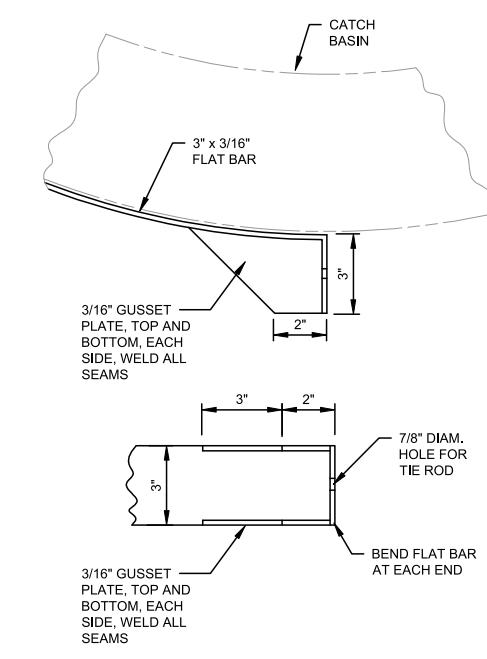
DISPERSION PIPE SECTION



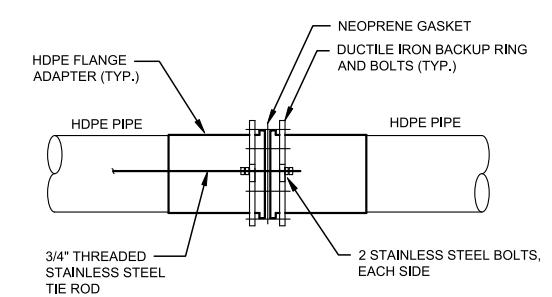
**CONNECTION OF EXISTING STORM DRAIN
USING FLEXIBLE PIPE ADAPTER**



SDMH NO. 3 - CONCRETE PIPE ANCHOR



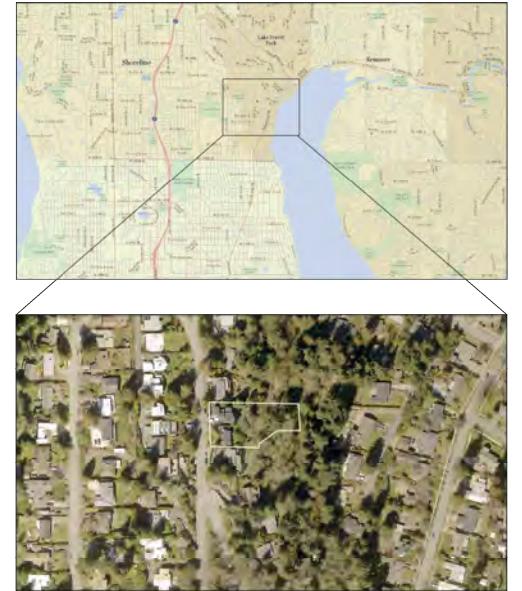
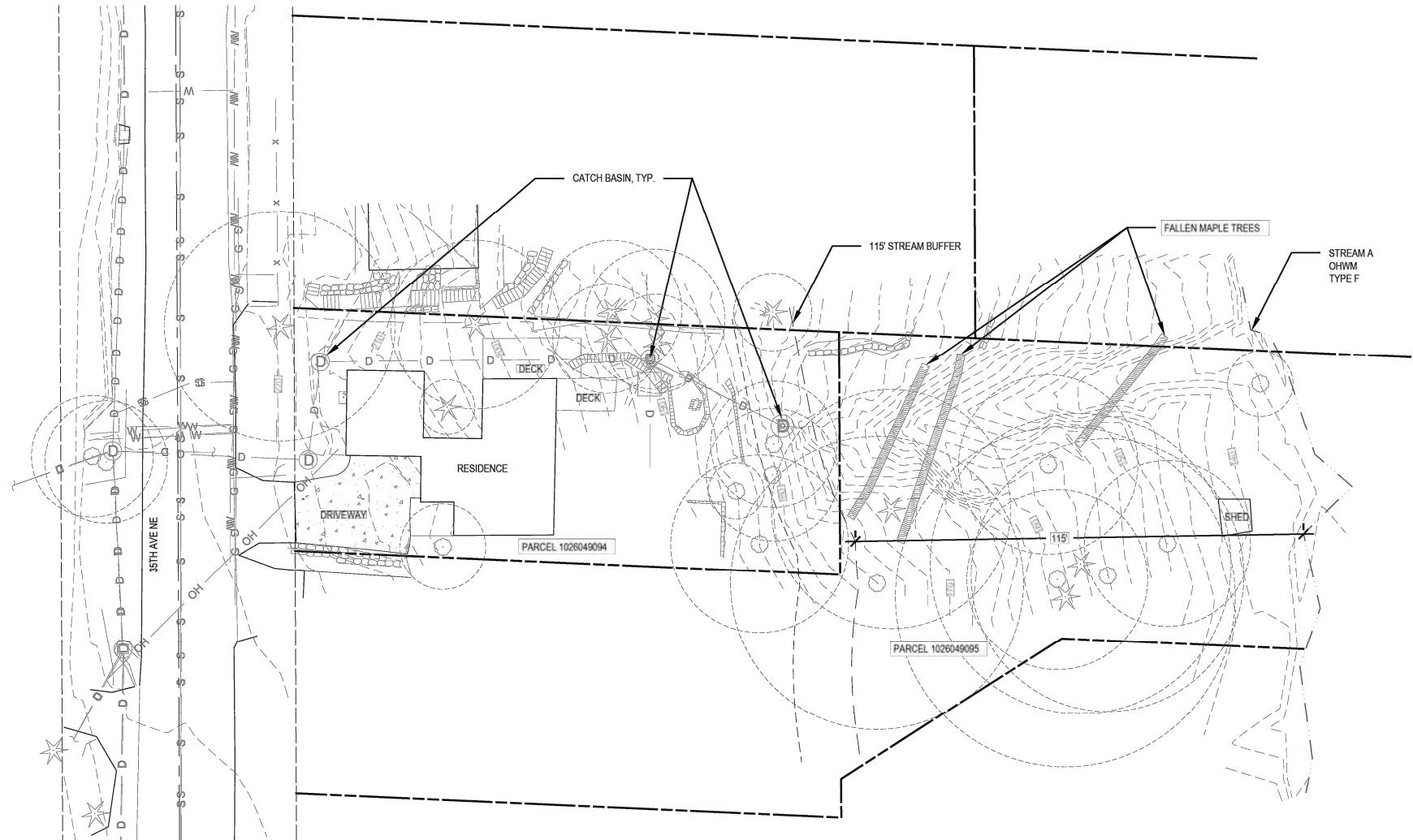
CONCRETE ANCHOR BRACKET DETAIL



FLANGE AND TIE ROD CONNECTION DETAIL

DATE: AUG 2024	SCALE: NOTED
DRAWN: SEM	CHECKED: CLI
APPROVED: RWK	APPROVED: RWK





VICINITY MAP

LEGEND

- OHWM
- STREAM BUFFER - 115'
- - - BUILDING SETBACK - 15'
- ★ EXISTING TREES
- TREE CANOPY (PER TREE INVENTORY)

SHEET INDEX

L001	EXISTING ENVIRONMENTAL CONDITIONS
L002	SITE IMPACTS AND MITIGATION PLAN
L003	PLANTING PLAN AND SCHEDULE
L004	PLANT INSTALLATION NOTES AND DETAILS

NOTES

- 1 SURVEY DATED SEPTEMBER 2023, RECEIVED FROM GRAY & OSBORNE, INC.
- 2 TREE INVENTORIED AND CRITICAL AREAS DELINEATED ON JANUARY 4, 2023.



SHEET: 11
OF: 13

JOB NO.: 22462

D C G WATERSHED

P: 425.822.5242
F: 425.827.8136
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FEDERAL WAY | KIRKLAND | MOUNT VERNON | SEATTLE | SPOKANE | WHIDBEE ISLAND



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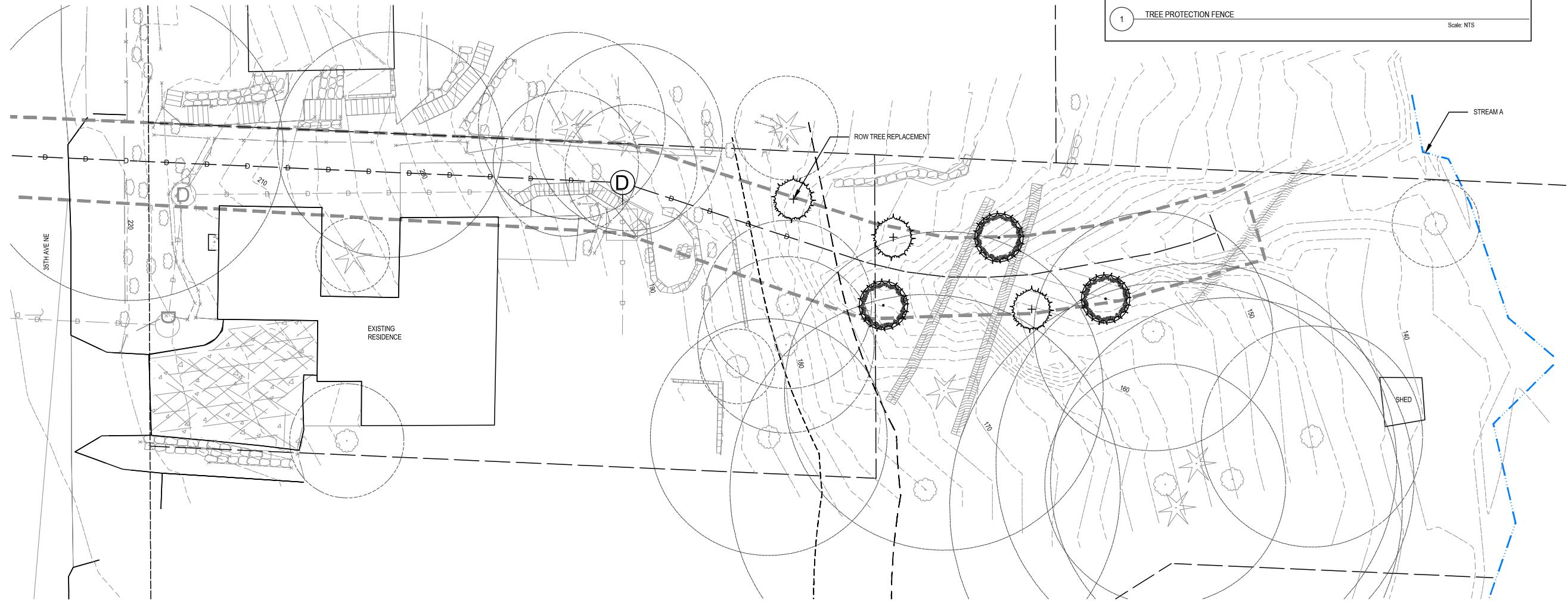
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	APPROVED: RWK

APPROVED:	RWK



CITY OF LAKE FOREST PARK
WASHINGTON
KING COUNTY
35TH AVENUE NE DRAINAGE
IMPROVEMENTS
EXISTING ENVIRONMENTAL CONDITIONS

PLANT SCHEDULE					
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY
	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	2 GALLON	AS SHOWN	3
	TSUGA HETEROPHYLLA	WESTERN HEMLOCK	2 GALLON	AS SHOWN	3

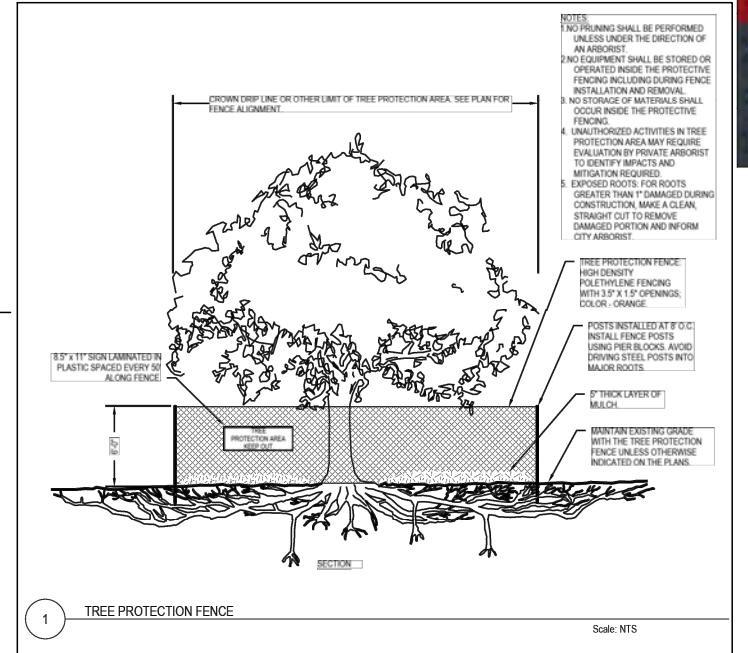


PLANTING NOTES

1. THIS PROJECT ASSUMES DISTURBANCE IN THIS AREA WILL BE LIMITED TO FOOT TRAFFIC AND HAND TOOLS AND THERE WILL BE NO IMPACTS BY HEAVY MACHINERY.
2. FOR TREE PLANTING, PREPARE A MIN. 36" DIAMETER AREA, BUT NO LESS THAN TWO TIMES THE DIAMETER OF THE TREE ROOTBALL, PER THE SITE PREPARATION DETAIL. NEXT, INSTALL THE TREE PER THE PLANTING DETAIL.

LEGEND

- OHWM
- STREAM BUFFER - 115'
- BUILDING SETBACK - 15'
- EXISTING TREES
- WORK LIMIT



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750 Sixth Street South
Kirkland, WA 98033
www.dcgwatershed.com

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8-16-2024	8-16-2024

CITY OF LAKE FOREST PARK WASHINGTON KING COUNTY 35TH AVENUE NE DRAINAGE IMPROVEMENTS PLANTING PLAN

SHEET: 12 OF: 13
JOB NO.: 22462

PLANT INSTALLATION SPECIFICATIONS**GENERAL NOTES****QUALITY ASSURANCE**

1. PLANTS SHALL MEET OR EXCEED THE SPECIFICATIONS OF FEDERAL, STATE, AND LOCAL LAWS REQUIRING INSPECTION FOR PLANT DISEASE AND INSECT CONTROL.
2. PLANTS SHALL BE HEALTHY, VIGOROUS, AND WELL-FORMED, WITH WELL DEVELOPED, FIBROUS ROOT SYSTEMS, FREE FROM DEAD BRANCHES OR ROOTS. PLANTS SHALL BE FREE FROM DAMAGE CAUSED BY TEMPERATURE EXTREMES, LACK OR EXCESS OF MOISTURE, INSECTS, DISEASE, AND MECHANICAL INJURY. PLANTS IN LEAF SHALL BE WELL FOLIATED AND OF GOOD COLOR. PLANTS SHALL BE HABITUATED TO THE OUTDOOR ENVIRONMENTAL CONDITIONS INTO WHICH THEY WILL BE PLANTED (HARDENED-OFF).
3. TREES WITH DAMAGED, CROOKED, MULTIPLE OR BROKEN LEADERS WILL BE REJECTED. WOODY PLANTS WITH ABRASIONS ON THE BARK OR SUN SCALD WILL BE REJECTED.
4. NOMENCLATURE: PLANT NAMES SHALL CONFORM TO FLORA OF THE PACIFIC NORTHWEST BY HITCHCOCK AND CRONQUIST, UNIVERSITY OF WASHINGTON PRESS, 2018 AND/OR A FIELD GUIDE TO THE COMMON WETLAND PLANTS OF WESTERN WASHINGTON & NORTHWESTERN OREGON, ED. SARAH SPEAR COOKE, SEATTLE AUDUBON SOCIETY, 1997.

DEFINITIONS

1. PLANTS/PLANT MATERIALS. PLANTS AND PLANT MATERIALS SHALL INCLUDE ANY LIVE PLANT MATERIAL USED ON THE PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO CONTAINER GROWN, B&B OR BAREROOT PLANTS; LIVE STAKES AND FASCINES (WATTLES); TUBERS, CORMS, BULBS, ETC.; SPRIGS, PLUGS, AND LINERS.
2. CONTAINER GROWN. CONTAINER GROWN PLANTS ARE THOSE WHOSE ROOTBALLS ARE ENCLOSED IN A POT OR BAG IN WHICH THAT PLANT GREW.

SUBSTITUTIONS

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN SPECIFIED MATERIALS IN ADVANCE IF SPECIAL GROWING, MARKETING OR OTHER ARRANGEMENTS MUST BE MADE IN ORDER TO SUPPLY SPECIFIED MATERIALS.
2. SUBSTITUTION OF PLANT MATERIALS NOT ON THE PROJECT LIST WILL NOT BE PERMITTED UNLESS AUTHORIZED IN WRITING BY THE RESTORATION CONSULTANT.
3. IF PROOF IS SUBMITTED THAT ANY PLANT MATERIAL SPECIFIED IS NOT OBTAINABLE, A PROPOSAL WILL BE CONSIDERED FOR USE OF THE NEAREST EQUIVALENT SIZE OR ALTERNATIVE SPECIES, WITH CORRESPONDING ADJUSTMENT OF CONTRACT PRICE.
4. SUCH PROOF WILL BE SUBSTANTIATED AND SUBMITTED IN WRITING TO THE CONSULTANT AT LEAST 30 DAYS PRIOR TO START OF WORK UNDER THIS SECTION.

INSPECTION

1. PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE RESTORATION CONSULTANT FOR CONFORMANCE TO SPECIFICATIONS, EITHER AT TIME OF DELIVERY ON-SITE OR AT THE GROWER'S NURSERY. APPROVAL OF PLANT MATERIALS AT ANY TIME SHALL NOT IMPAIR THE SUBSEQUENT RIGHT OF INSPECTION AND REJECTION DURING PROGRESS OF THE WORK.
2. PLANTS INSPECTED ON SITE AND REJECTED FOR NOT MEETING SPECIFICATIONS MUST BE REMOVED IMMEDIATELY FROM SITE OR RED-TAGGED AND REMOVED AS SOON AS POSSIBLE.
3. THE RESTORATION CONSULTANT MAY ELECT TO INSPECT PLANT MATERIALS AT THE PLACE OF GROWTH. AFTER INSPECTION AND ACCEPTANCE, THE RESTORATION CONSULTANT MAY REQUIRE THE INSPECTED PLANTS BE LABELED AND RESERVED FOR PROJECT. SUBSTITUTION OF THESE PLANTS WITH OTHER INDIVIDUALS, EVEN OF THE SAME SPECIES AND SIZE, IS UNACCEPTABLE.

MEASUREMENT OF PLANTS

1. PLANTS SHALL CONFORM TO SIZES SPECIFIED UNLESS SUBSTITUTIONS ARE MADE AS OUTLINED IN THIS CONTRACT.
2. HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO MAIN BODY OF PLANT AND NOT BRANCH OR ROOT TIP TO TIP. PLANT DIMENSIONS SHALL BE MEASURED WHEN THEIR BRANCHES OR ROOTS ARE IN THEIR NORMAL POSITION.
3. WHERE A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE LESS THAN THE MINIMUM SIZE AND AT LEAST 50% OF THE PLANT'S SIZE SHALL BE AS LARGE AS THE MEDIAN OF THE SIZE RANGE. (EXAMPLE: IF THE SIZE RANGE IS 12" TO 18", AT LEAST 50% OF PLANTS MUST BE 15" TALL).

SUBMITTALS**PROPOSED PLANT SOURCES**

1. WITHIN 45 DAYS AFTER AWARD OF THE CONTRACT, SUBMIT A COMPLETE LIST OF PLANT MATERIALS PROPOSED TO BE PROVIDED DEMONSTRATING CONFORMANCE WITH THE REQUIREMENTS SPECIFIED. INCLUDE THE NAMES AND ADDRESSES OF ALL GROWERS AND NURSERIES.

PRODUCT CERTIFICATES

1. PLANT MATERIALS LIST - SUBMIT DOCUMENTATION TO CONSULTANT AT LEAST 30 DAYS PRIOR TO START OF WORK UNDER THIS SECTION THAT PLANT MATERIALS HAVE BEEN ORDERED. ARRANGE PROCEDURE FOR INSPECTION OF PLANT MATERIAL WITH CONSULTANT AT TIME OF SUBMISSION.
2. HAVE COPIES OF VENDOR'S OR GROWER'S INVOICES OR PACKING SLIPS FOR ALL PLANTS ON SITE DURING INSTALLATION. INVOICE OR PACKING SLIP SHOULD LIST SPECIES BY SCIENTIFIC NAME, QUANTITY, AND DATE DELIVERED (AND GENETIC ORIGIN IF THAT INFORMATION WAS PREVIOUSLY REQUESTED).

DELIVERY, HANDLING, & STORAGE

NOTIFICATION
CONTRACTOR MUST NOTIFY CONSULTANT 48 HOURS OR MORE IN ADVANCE OF DELIVERIES SO THAT CONSULTANT MAY ARRANGE FOR INSPECTION.

PLANT MATERIALS

1. TRANSPORTATION - DURING SHIPPING, PLANTS SHALL BE PACKED TO PROVIDE PROTECTION AGAINST CLIMATE EXTREMES, BREAKAGE AND DRYING. PROPER VENTILATION AND PREVENTION OF DAMAGE TO BARK, BRANCHES, AND ROOT SYSTEMS MUST BE ENSURED.
2. SCHEDULING AND STORAGE - PLANTS SHALL BE DELIVERED AS CLOSE TO PLANTING AS POSSIBLE. PLANTS IN STORAGE MUST BE PROTECTED AGAINST ANY CONDITION THAT IS DETERIMENTAL TO THEIR CONTINUED HEALTH AND VIGOR.
3. HANDLING - PLANT MATERIALS SHALL NOT BE HANDLED BY THE TRUNK, LIMBS, OR FOLIAGE BUT ONLY BY THE CONTAINER, BALL, BOX, OR OTHER PROTECTIVE STRUCTURE, EXCEPT BAREROOT PLANTS SHALL BE KEPT IN BUNDLES UNTIL PLANTING AND THEN HANDLED CAREFULLY BY THE TRUNK OR STEM.
4. LABELS - PLANTS SHALL HAVE DURABLE, LEGIBLE LABELS STATING CORRECT SCIENTIFIC NAME AND SIZE. TEN PERCENT OF CONTAINER GROWN PLANTS IN INDIVIDUAL POTS SHALL BE LABELED. PLANTS SUPPLIED IN FLATS, RACKS, BOXES, BAGS, OR BUNDLES SHALL HAVE ONE LABEL PER GROUP.

WARRANTY**PLANT WARRANTY**

PLANTS MUST BE GUARANTEED TO BE TRUE TO SCIENTIFIC NAME AND SPECIFIED SIZE, AND TO BE HEALTHY AND CAPABLE OF VIGOROUS GROWTH.

REPLACEMENT

1. PLANTS NOT FOUND MEETING ALL OF THE REQUIRED CONDITIONS AT THE CONSULTANT'S DISCRETION MUST BE REMOVED FROM SITE AND REPLACED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.
2. PLANTS NOT SURVIVING AFTER ONE YEAR TO BE REPLACED AT THE CONTRACTOR'S EXPENSE.

PLANT MATERIAL**GENERAL**

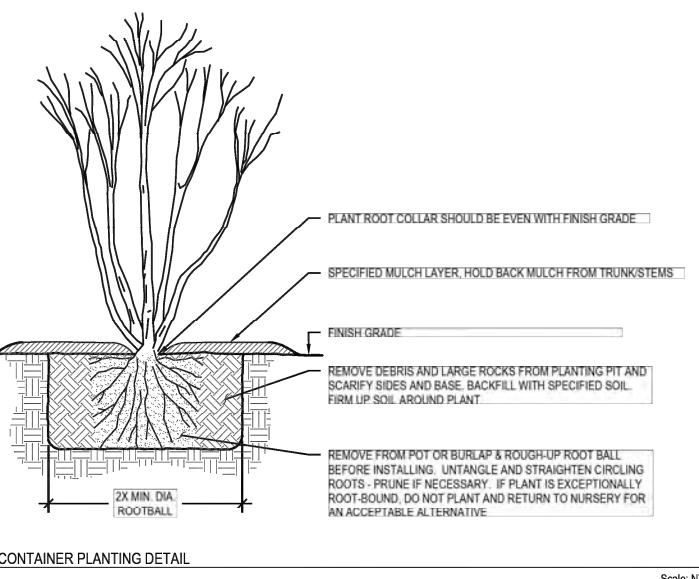
1. PLANTS SHALL BE NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO OR MORE SEVERE THAN THOSE OF THE PROJECT SITE.
2. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY OR SUBSPECIES. NO CULTIVARS OR NAMED VARIETIES SHALL BE USED UNLESS SPECIFIED AS SUCH.

QUANTITIES

SEE PLANT LIST ON ACCOMPANYING PLANS AND PLANT SCHEDULES.

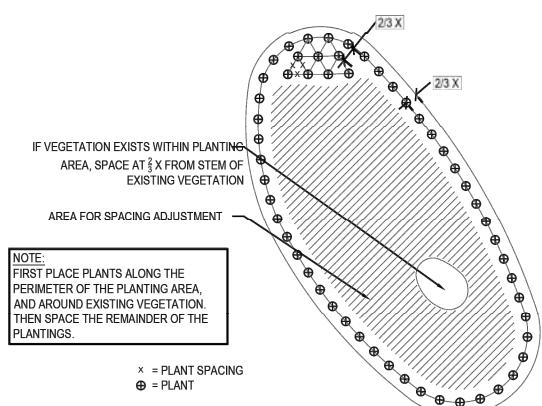
ROOT TREATMENT

1. CONTAINER GROWN PLANTS (INCLUDES PLUGS): PLANT ROOT BALLS MUST HOLD TOGETHER WHEN THE PLANT IS REMOVED FROM THE POT, EXCEPT THAT A SMALL AMOUNT OF LOOSE SOIL MAY BE ON THE TOP OF THE ROOTBALL.
2. PLANTS MUST NOT BE ROOT-BOUND; THERE MUST BE NO CIRCLING ROOTS PRESENT IN ANY PLANT INSPECTED.
3. ROOTBALLS THAT HAVE CRACKED OR BROKEN WHEN REMOVED FROM THE CONTAINER SHALL BE REJECTED.



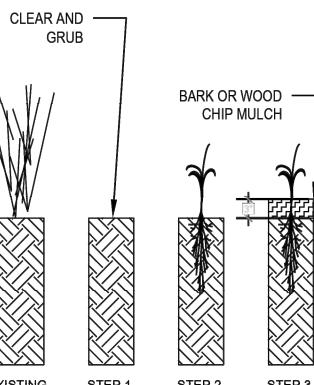
1 CONTAINER PLANTING DETAIL

Scale: NTS



2 SPACING DETAILS

Scale: NTS



3 SITE PREPARATION

Scale: NTS

PLANTING AREA PREPARATION

STEP 1
CLEAR AND GRUB UNDESIRABLE SPECIES PER STANDARD BMPs. REMOVE CLIPPINGS OFFSITE. WORK WITHIN EXISTING ROOT ZONES SHALL BE DONE BY HAND.

STEP 2
INSTALL PLANTS. (SEE PLANTING DETAIL.)

STEP 3
INSTALL 36" DIAMETER MIN. MULCH RING, THREE (3) INCHES DEEP. HOLD BACK MULCH FROM TRUNKS/STEMS. IF THE SITE PREPARATION AREA EXTENDS BEYOND A 36" DIAMETER FROM THE PLANT(S), INCREASE THE MULCH COVER AREA (AT A THREE (3) INCH DEPTH) TO COVER ANY DISTURBED SOIL SURFACE.

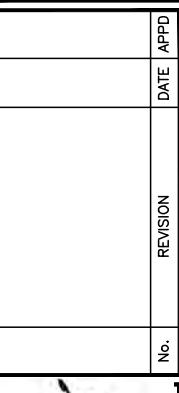
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CITY OF LAKE FOREST PARK
WASHINGTON
KING COUNTY
35TH AVENUE NE DRAINAGE IMPROVEMENTS
PLANT INSTALLATION DETAILS AND NOTES

SHEET: 13
OF: 13

JOB NO.: 22462

Appendix B: Wage Rates

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is August 19, 2024. A copy of the applicable prevailing wage rates are also available for view at the office of the Owner, located at 17425 Ballinger Way NE, Lake Forest Park, WA 98155. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

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.

1.06 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.

1.07 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 uninterrupted 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.

1.08 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.

1.09 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 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.

1.18 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.

1.19 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.

1.20 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 holding 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.

1.21 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.

1.22 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.

1.23 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

Request for Taxpayer
Identification Number and CertificationGo to www.irs.gov/FormW9 for instructions and the latest information.Give form to the
requester. Do not
send to the IRS.**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)						
	2 Business name/disregarded entity name, if different from above.						
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.						
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate						
	<input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____						
	Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.						
	<input type="checkbox"/> Other (see instructions) _____						
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____							
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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
-		
<input type="text"/>	<input type="text"/>	<input type="text"/>
-		
<input type="text"/>	<input type="text"/>	<input type="text"/>
or		
Employer identification number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
-		
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>		

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "By signing the filled-out form" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.

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 as defined under section 581.

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 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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. You may also get this form by calling 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/EIN. Go to 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 to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

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 ⁴
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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ 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.)

*** Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

****** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.