



# CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

**Thursday, September 26, 2024 at 7:00 PM**

**Meeting Location: In Person and Virtual / Zoom**

**17425 Ballinger Way NE Lake Forest Park, WA 98155**

---

## **INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:**

*Please note, this link works for both the Work Session (6:00 p.m.) and Regular Meeting (7:00 p.m.).*

**Join Zoom Webinar:** <https://us06web.zoom.us/j/87584100661>  
**Call into Webinar:** 253-215-8782 | **Webinar ID:** 875 8410 0661

The City Council is providing opportunities for public comment by submitting a written comment or by attending in person to provide oral public comment.

### **HOW TO PARTICIPATE WITH ORAL COMMENTS:**

If you are attending the meeting in person, there is a sign-in sheet located near the entrance to the Council Chambers. Simply fill the form out and the Mayor will call your name at the appropriate time. Oral comments are limited to 3:00 minutes per speaker. Oral comments are not being accepted via Zoom.

The meeting is being recorded.

### **HOW TO SUBMIT WRITTEN COMMENTS:**

Written comments will be submitted to the Council if received by 5:00 p.m. on the date of the meeting; otherwise, they will be provided to the City Council the next day. The City Clerk will read your name and subject matter into the record during Public Comments.

As allowed by law, the Council may add and take action on items not listed on the agenda. For up-to-date information on agendas, please visit the City's website at [www.cityofflp.gov](http://www.cityofflp.gov)

Meetings are shown on the city's website and on Comcast channel 21 for subscribers within the Lake Forest Park city limits.

# AGENDA

1. CALL TO ORDER: 7:00 PM
2. PLEDGE OF ALLEGIANCE
3. ADOPTION OF AGENDA
4. PUBLIC COMMENTS

*The Council will not be accepting online public comments. This portion of the agenda is set aside for the public to address the Council on agenda items or any other topic the Council might have purview or control over. However, the Mayor or Council may not respond to comments from the public. If the comments are of a nature that the Council does not have influence or control over, then the Mayor may request the speaker suspend their comments. The Council may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.***

5. PROCLAMATIONS

- A. Honoring and Thanking Calvin Killman - City of Lake Forest Park Building Official

6. PRESENTATIONS

- A. Active Transportation Plan
- B. 2024 Lake Forest Park Comprehensive Plan Update

7. CONSENT CALENDAR

*The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Calendar in its normal sequence on the agenda.*

- A. September 12, 2024 City Council Regular Meeting Minutes
- B. September 12, 2024 City Council Work Session Minutes
- C. September 19, 2024 City Council Budget & Finance Committee Meeting Minutes
- D. City Expenditures for the Period Ending 9/26/2024
- E. Resolution 24-1967/Authorizing Mayor to Sign Interagency Agreement IAA22546 between Washington State Administrative Office of the Courts and the Lake Forest Park Municipal Court regarding Interpreter Reimbursement
- F. Resolution 24-1968/Canceling Certain Checks

8. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL



- A. Resolution 24-1969/Authorizing the Mayor to Sign a Professional Services Agreement with Consor North America, Inc. for Phase 2: 30% Design of the Beach Drive Lift Station Project
- B. Resolution 24-1970/Authorizing the Mayor to Sign a Contract with RW Lockwood Construction for Construction of the 35th Avenue Drainage Improvements Project
- C. Resolution 24-1971/Confirming the City's Share of the 2025-2026 Regional Crisis Response Agency Budget

**9. COUNCIL DISCUSSION AND ACTION**

**10. OTHER BUSINESS**

**11. COUNCIL COMMITTEE REPORTS**

- A. Councilmember Reports
- B. Mayor's Report
- C. City Administrator's Report

**12. EXECUTIVE SESSION**

- A. Executive Session - Consideration of the acquisition of real estate purchase or lease pursuant to RCW 42.30.110(1)(b).

**13. ADJOURN**

**FUTURE SCHEDULE**

- Monday, September 30, 2024, 6:00 p.m. City Council Special Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, October 3, 2024, 6:00 p.m. City Council Special Work Session – *hybrid meeting (City Hall and via Zoom)*
- Thursday, October 10, 2024, 6:00 p.m. City Council Work Session – *hybrid meeting (City Hall and via Zoom)*
- Thursday, October 10, 2024, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, October 17, 2024, 6:00 p.m. Budget & Finance Committee Meeting – *hybrid meeting (City Hall and via Zoom)*
- Monday, October 21, 2024, 6:00 p.m. Committee of the Whole Meeting – *hybrid meeting (City Hall and via Zoom)*
- Thursday, October 24, 2024, 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and via Zoom)*

*As allowed by law, the Council may add and take action on items not listed on the agenda.*

*Any person requiring a disability accommodation should contact city hall at 206-368-5440 by 4:00 p.m. on the day of the meeting for more information.*





# LAKE FOREST PARK ACTIVE TRANSPORTATION PLAN

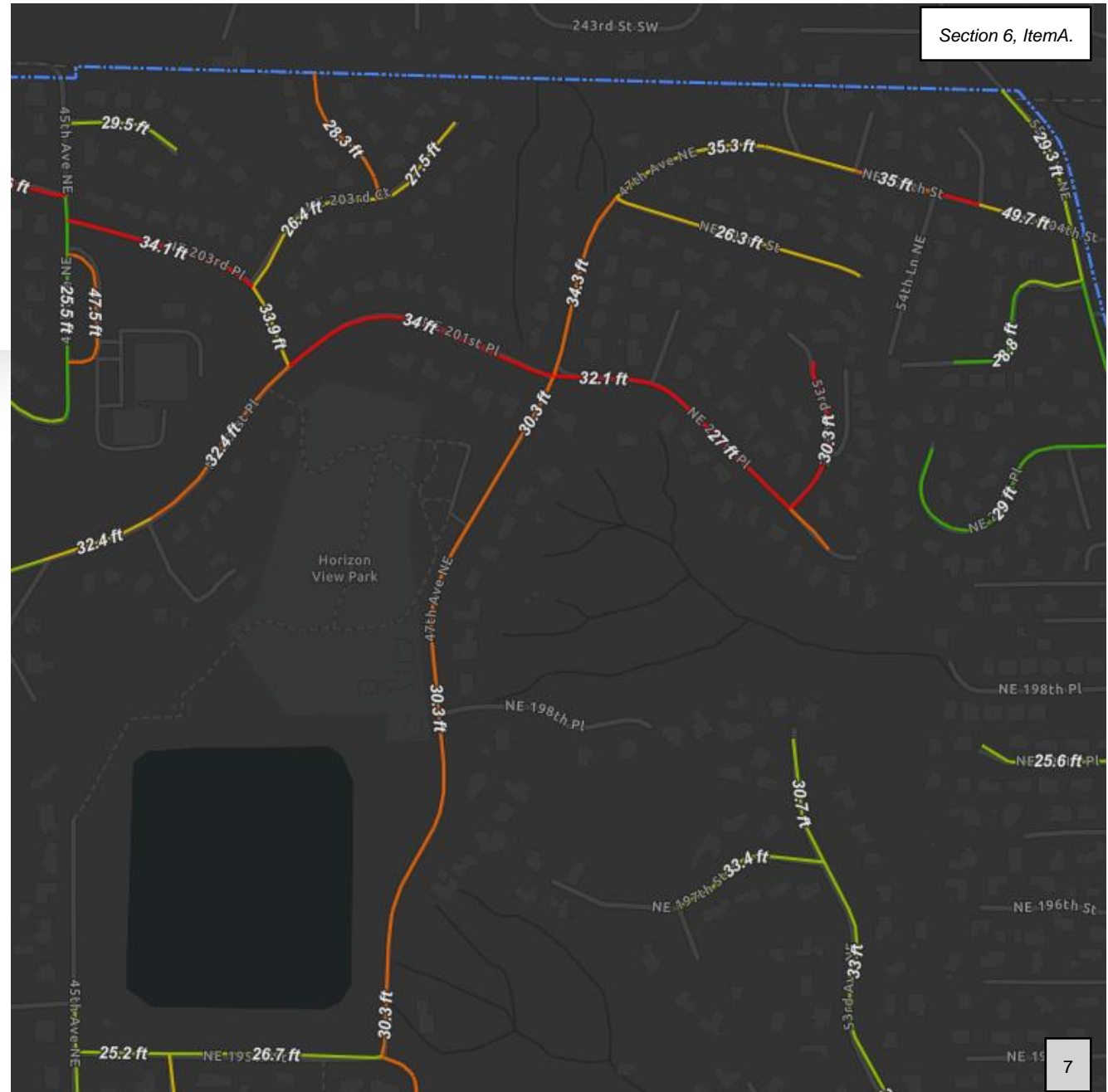


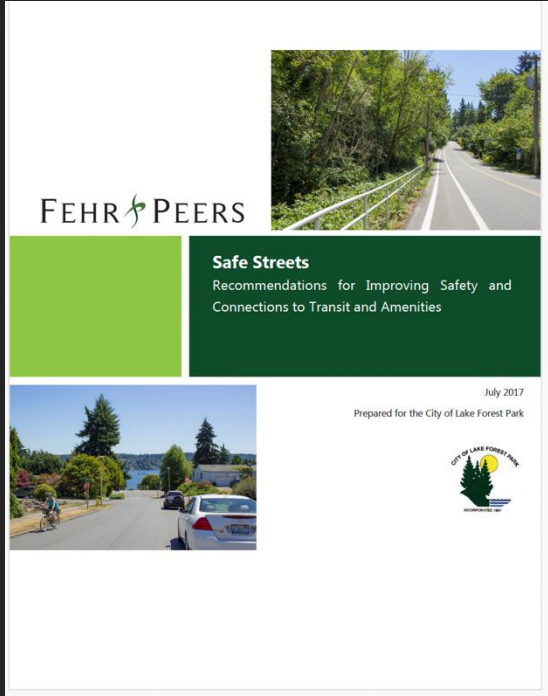




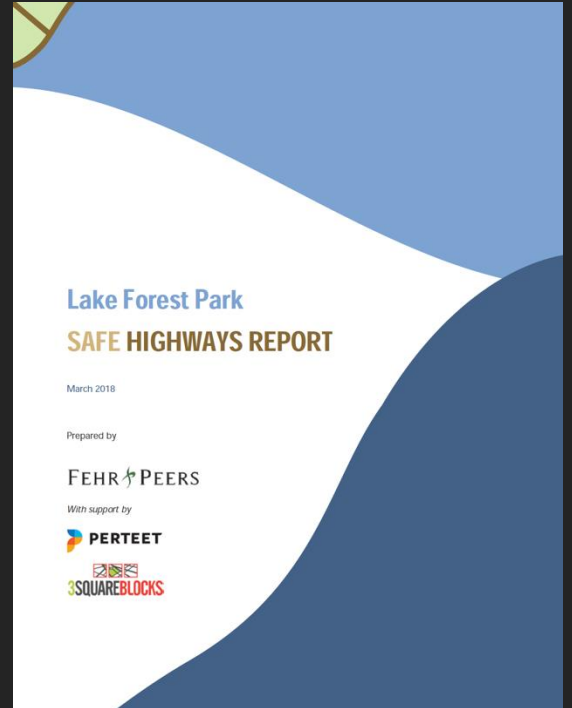
# 2025-2026 Proposed Transportation Improvements

- Asphalt overlay
- Walkways with extruded curb
  - 28' width to support pathways largely met
- ADA ramps





# Existing Studies



# Existing Walkways & Safe Streets Priorities

Layers Legend

**LFP Sidewalk / Pathway**

Facility Type

- Pathway
- Sidewalk

**Mobility Projects (Tier 1)**

Mobility Projects

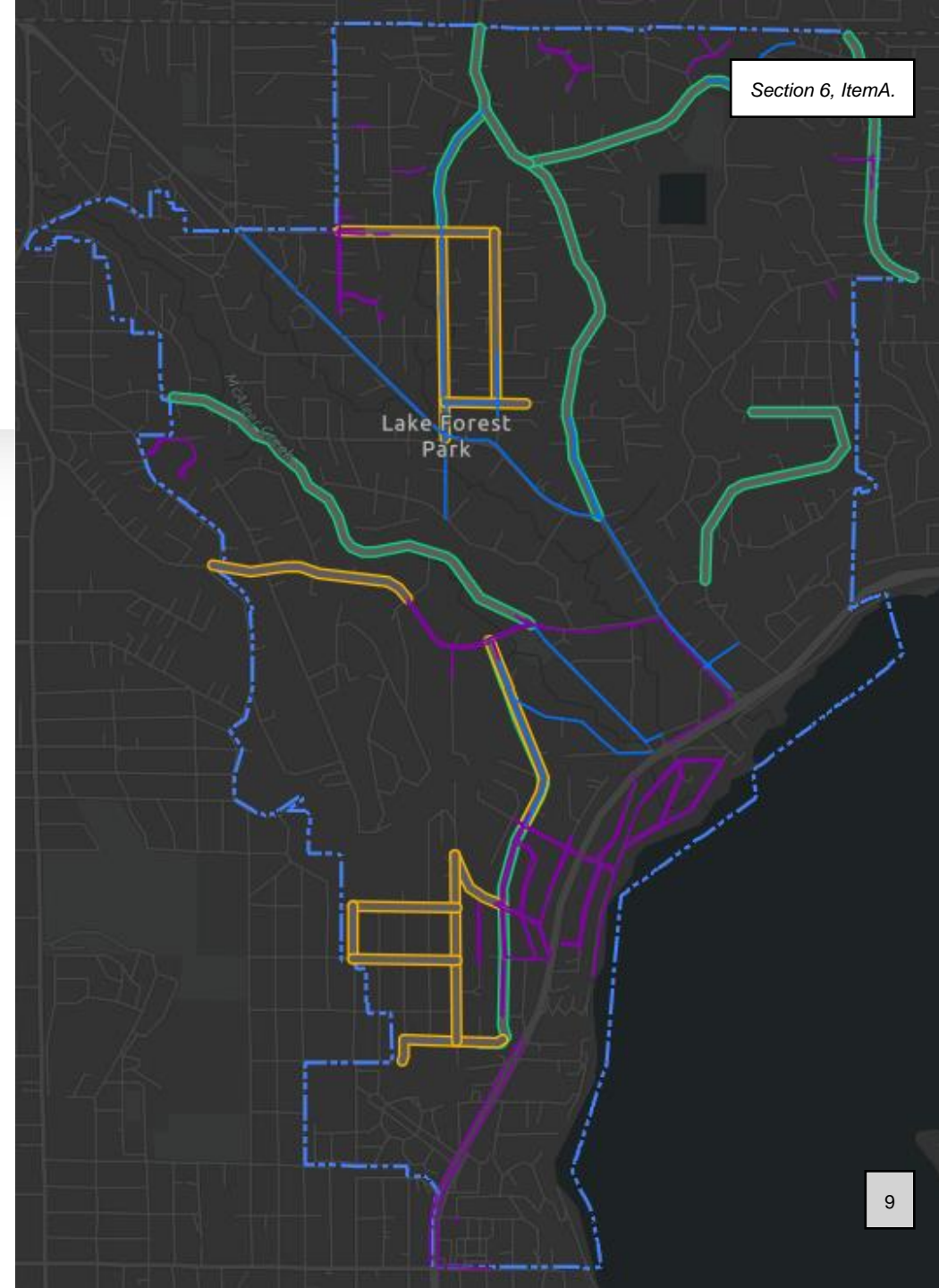
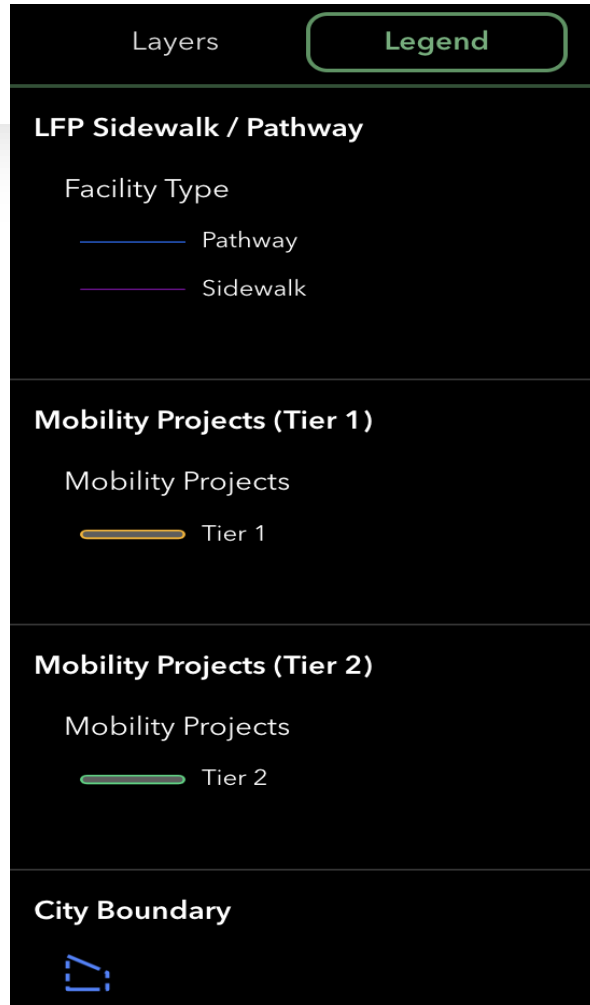
- Tier 1

**Mobility Projects (Tier 2)**

Mobility Projects

- Tier 2

**City Boundary**





**Tier 1 (Highest Priority)**

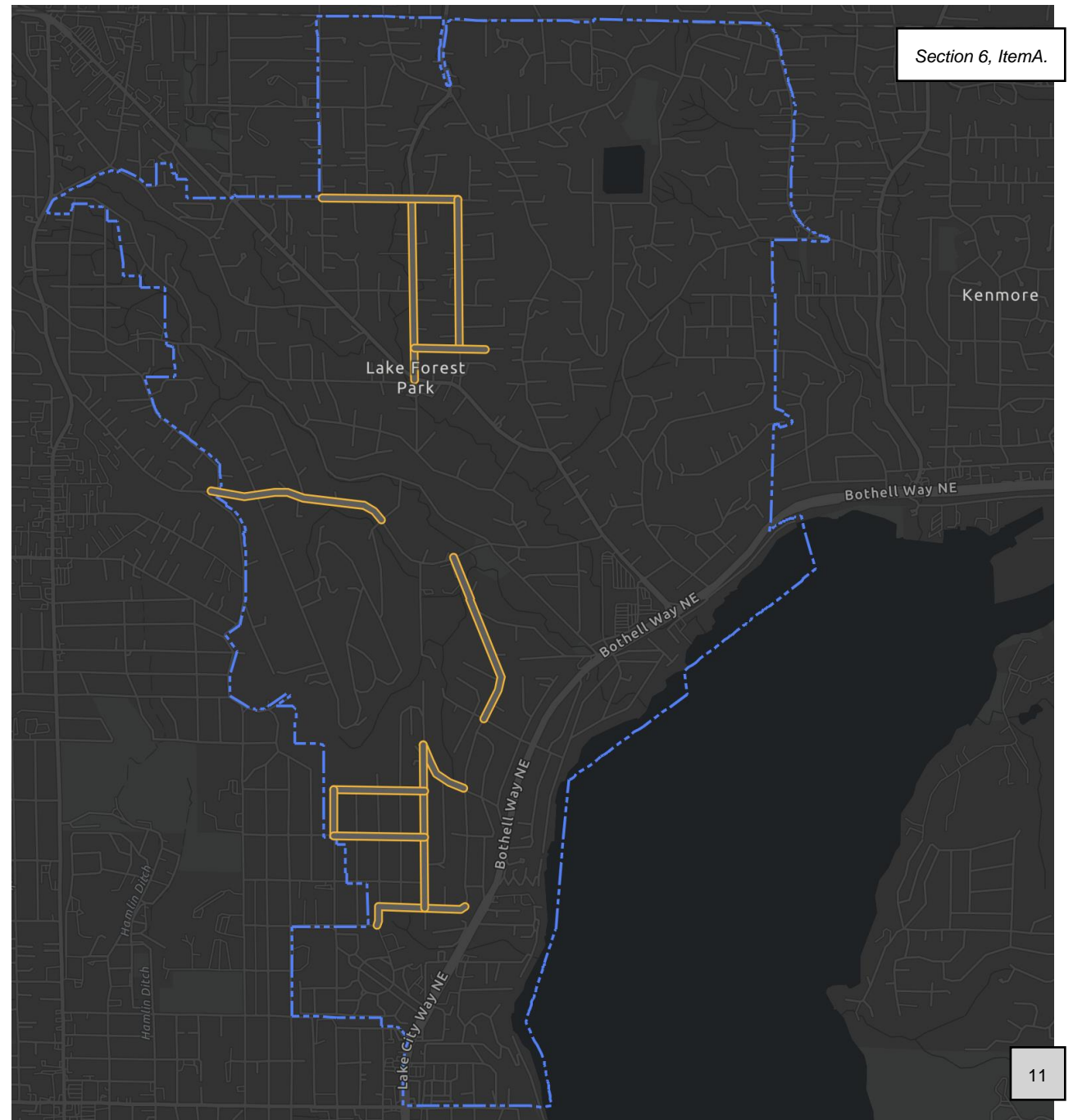
1. Brookside Elementary
2. Permanent Speed Warning Signs
3. Lake Forest Park Elementary
4. Briarcrest Elementary
5. NE 178<sup>th</sup> Street

# Safe Streets Study



# Safe Streets Tier 1 Projects

---





Layers Legend

### LFP Road Network

#### RoaSurCond

- 86 - 100
- 71 - 85
- 56 - 70
- 41 - 55
- 0 - 40
- others

### Mobility Projects (Tier 1)

#### Mobility Projects

- Tier 1

### LFP Right of Way



### City Boundary





Layers Legend

**LFP Road Network**

RoaSurCond

- 86 - 100
- 71 - 85
- 56 - 70
- 41 - 55
- 0 - 40
- others

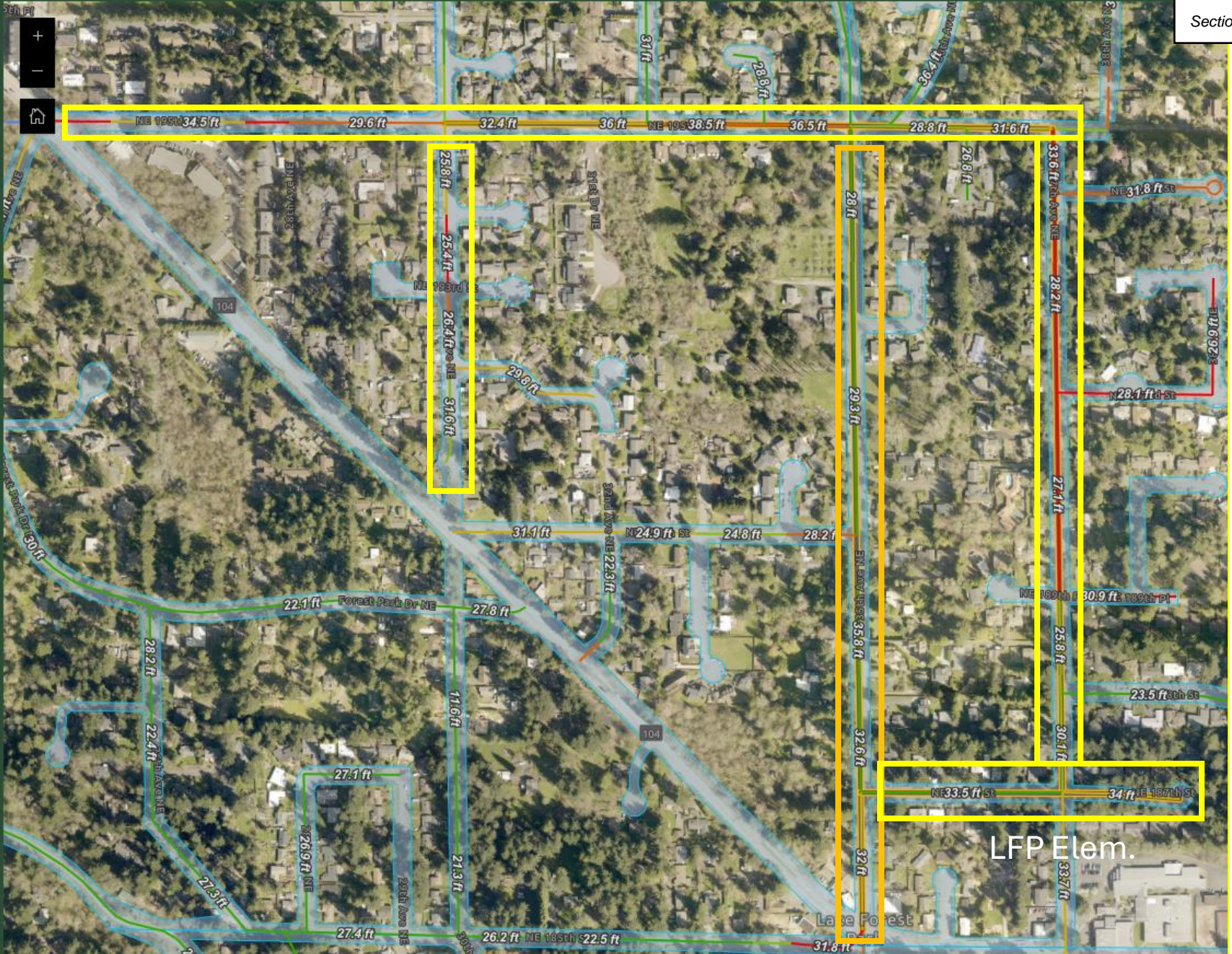
**Mobility Projects (Tier 1)**

Mobility Projects

- Tier 1

**LFP Right of Way**

City Boundary





Layers Legend

**LFP Road Network**

RoaSurCond

- 86 - 100
- 71 - 85
- 56 - 70
- 41 - 55
- 0 - 40
- others

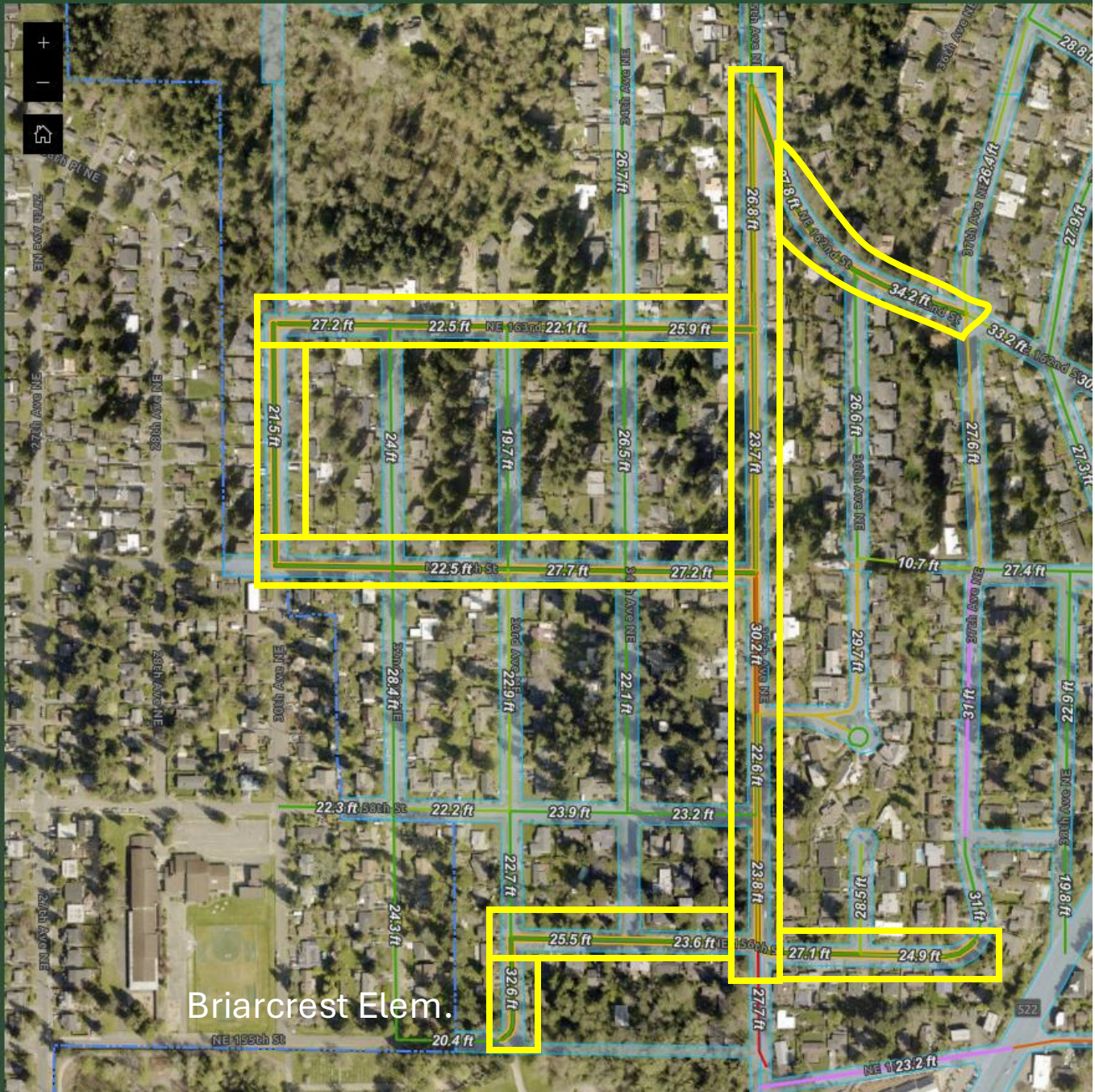
**Mobility Projects (Tier 1)**

Mobility Projects

- Tier 1

**LFP Right of Way**

**City Boundary**





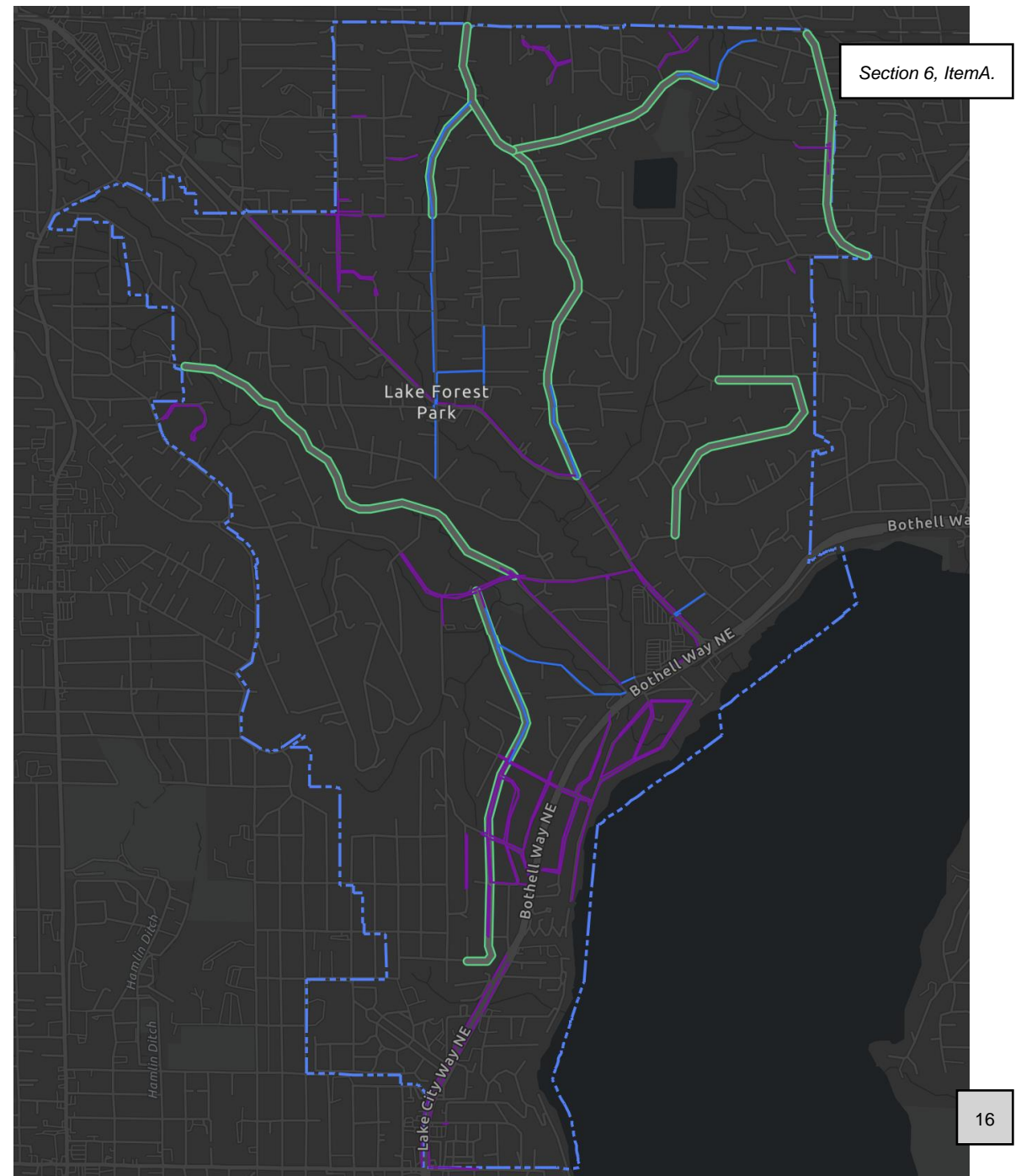
Tier 2 (Lower Priority)

6. 37<sup>th</sup> Ave NE Traffic Calming
7. Perkins Way Connections
8. North Area Connections
9. 55<sup>th</sup> Ave. NE
10. NE 187<sup>th</sup> St. & 47<sup>th</sup> Ave NE

# Safe Streets Study

# Safe Streets Tier 2 Projects

---



# Recommended Active Transportation Plan

Mayor's proposed budget recommends hiring an additional Project Manager for NPDES, this would allow the current Senior Project Manager to be dedicated to Active Transportation Projects and funded proportionally by new traffic camera revenue.



## Active Transportation Project Manager responsibilities

Deliver 10% engineered design for Safe Street Tier 1 projects. Design will explore options in providing for Active Transportation.

Coordinate with public works pavement management projects on Active Transportation enhancements.



# Road safety







School Walk Zones

Estimated Annual Revenue  
\$4,000,000

Estimated Annual Fees  
 $(2 * \$4,911.50/\text{month} + \$5 * 2,373) * 12 =$   
\$260,256

Estimated Annual Net Revenue  
\$3,739,744

Up to 2 FTE's  
Police  
\$216,500/yr

Up to 2 FTE's  
Courts  
\$160,000/yr

Project Manager  
(Active  
Transportation)  
\$170,000/yr

Estimated Annual Net Revenue  
\$3,193,244



School Walk Zones

Up to 2 FTE's Police  
Advertise positions Q1 2025

Project Manager (Active transportation)  
Advertise position Q1 2025

Up to 2 FTE's Court  
1<sup>st</sup> - 3,500 to 5,000 citations per month  
2<sup>nd</sup> - 5,001 to 6,500 citations per month

# Lake Forest Park 2024 Comprehensive Plan Update

---

CITY COUNCIL TRANSMITTAL

SEPTEMBER 26, 2024

# Tonight's City Council Meeting

---

DRAFT Comprehensive Plan Status

Plan Update Framework & Guidance

# DRAFT Comprehensive Plan Status

---

START OF CITY COUNCIL REVIEW AND COMMENTS

# Current Status

---

## Public hearing held August 13 at Planning Commission

- Two persons testified

## Planning Commission voted to recommend the current draft on September 10

- See Planning Commission transmittal cover memo
- Current Draft of the Commission's Recommended 2024 Comprehensive Plan Update
- Issues and conversation items Memo
- City website/link

## Additional updates forthcoming:

- Final capital facilities, utilities data still missing; coordinating with Public Works and PUDs
- Updated graphics and photos in the works
  - Photo trip planned for September/early October—**NOMINATE YOUR FAVORITE LOCATIONS!**

# Plan Update Framework and Guidance

---

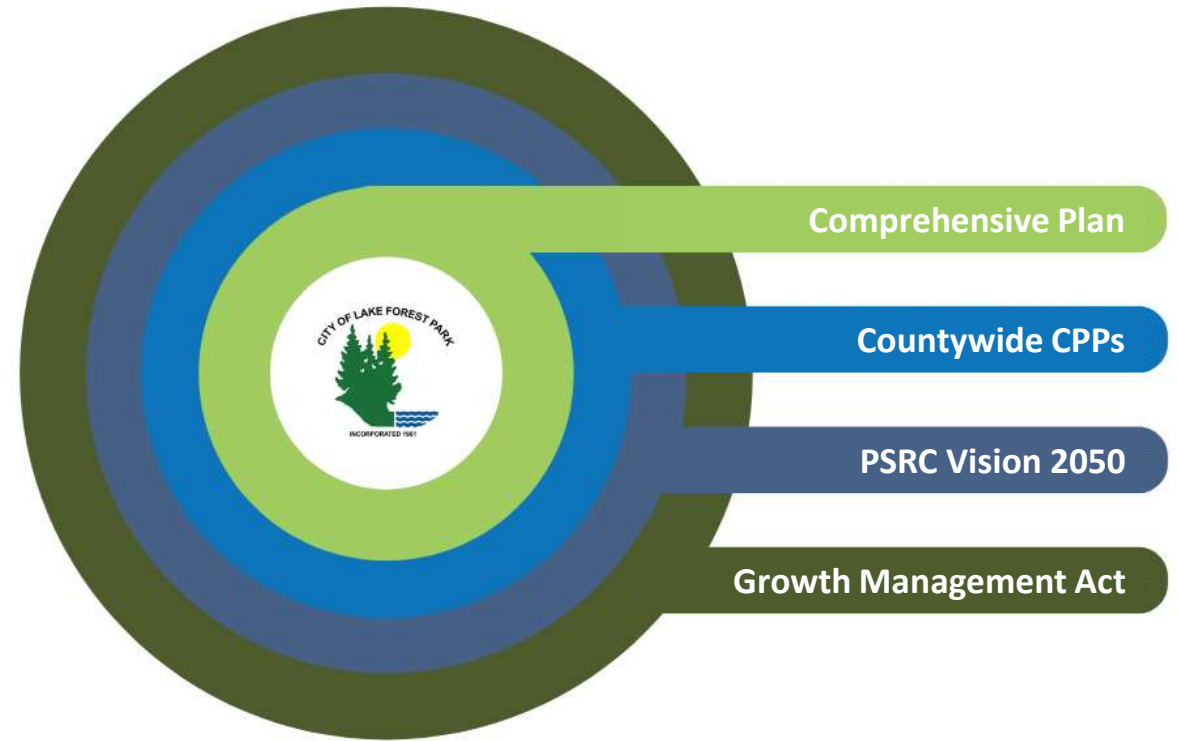
# Element Update Objectives

## Regulatory Compliance

- GMA & Amendments
- King County CPPs
- PSRC Vision 2050

## Community Vision and Priorities

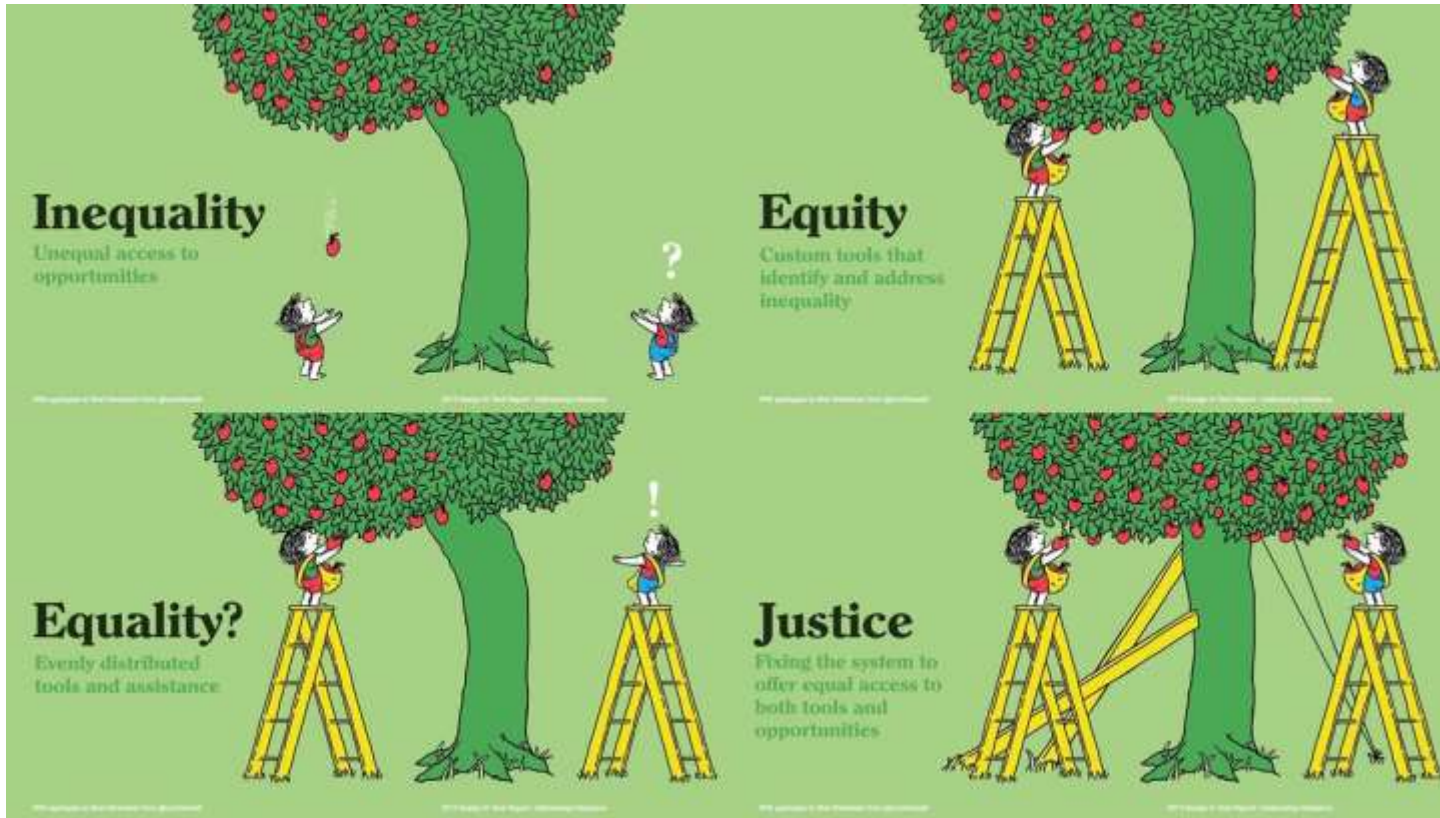
- Balance environmental preservation, economic vitality, and neighborhoods
- Support diverse cultures and perspectives
- Vibrant Town Center is the heart of the community
- Safe and connected neighborhoods





# Policy Framework

Framework Structure	Key Words	Recommendation
<b>Goals</b> should be a <u>high-level</u> , comprehensive, and intentionally vague overview of the future vision.	Facilitate, promote, encourage, preserve	Look for opportunities to <u>simplify</u> goals and confirm that policies are <u>consistent</u> with each goal.
<b>Policies</b> should be <u>moderately specific</u> steps to make the goals possible.	Maintain, enhance, encourage, promote, increase, designate, consider, coordinate, support, explore	<u>Policies lead to actions.</u> Policies should be phrased with “and” statements that may indicate actions within a policy.
<b>Actions</b> are <u>very specific</u> ; when completed, there will be a tangible or measurable result or product.	Develop, adopt, implement, map, evaluate, review, align, work, establish	Identify <u>actions that may already exist</u> within policies and suggest any new ones.



# Equity Primer

Equity-forward language is emphasized in GMA, PSRC Vision 2050, and King County CPPs.

**Equality** means each individual or group of people is given the same resources or opportunities.

**Equity** considers the specific needs or circumstances of a person or group and provides the resources needed to be successful.

# Equity Review and Evaluation

---

## Goal and Policy Evaluation Questions:

1. What do we intend to protect or prevent?
2. Who benefits, and how? Who is burdened, and how?
3. Does this contribute to identified racially disparate impacts, displacement, or exclusion?
4. Can the benefits be more widely distributed? Can the burdens be minimized or more widely shared?
5. Did impacted community members help identify new goals and policies?
6. Were policy and goal additions, alternatives, or improvements to undo racially disparate impacts addressed?
7. Were anti-displacement policies included to support those who are most at risk of physical, economic, or cultural displacement?
8. Does the policy language provide clear direction for implementation?
9. Are the policies clear in their intent, and do they provide clarity for measurement and tracking purposes?

City of Lake Forest Park  
Community Development Department

17425 Ballinger Way NE  
Lake Forest Park, WA 98155-5556  
Phone: 206-368-5440  
Email: mhofman@cityoflfp.gov  
www.cityoflfp.gov



Planning Commissioners  
Ashton Alvarez McCartney, Chair  
Janne Kaji, Vice-Chair  
Sam Castic  
Melissa Cranmer  
Meredith LaBonte  
Madlyn Larson  
Lois Lee  
Cherie Finazzo  
David Kleweno

Dear City Council and Mayor French,

Beginning in the summer of 2023, the Planning Commission was tasked with the periodic update of the City’s Comprehensive Plan pursuant to the 1990 Washington State Growth Management Act. Since the last periodic update in 2015, new state laws as well as updated Countywide Planning Policies and growth targets provided new considerations for this update, particularly around issues of housing, equity and climate resilience. We are pleased to transmit our recommendations for City Council consideration.

This past year, the Commission has dedicated significant time and effort to studying these issues, critical evaluation of what they mean for Lake Forest Park, extensive open discussion and multiple avenues of community outreach. The Planning Commission held twenty-four Comprehensive Plan meetings/special meetings, executed a public survey in March, hosted an Open House in July and held a Public Hearing in August. Each of these community touchpoints were carefully constructed in various mediums to target input from all our valued community members. We are proud of the volume and quality of responses received and have incorporated feedback into our discussions and ultimately into our recommendations.

The Commission and community generally agree that the existing Comprehensive Plan remains a valuable and well-crafted reflection of our vision for the city but lacks consistency with recent State legislative changes as well as updates to King County’s Countywide Planning Policies. These issues revolved mainly around housing (especially “middle housing”), climate resilience, and the explicit consideration of equity across all policy areas. These became the major lenses with which the Planning Commission reviewed each section of the plan.

Our recommendations reflect broad consensus within the commission, except as it pertains to specific language regarding equity. The following section describes the major themes shaping our draft recommendations to the Council.

**Key themes:**

- In considering the new state requirements pertaining to middle housing, the Commission and community are cautiously excited by the potential opportunities that the proposed policies and subsequent code changes pertaining to housing type, density and scale may offer for the city going forward. In particular, we see the potential for meeting the needs of renters, first-time home buyers, aging adults, and other key demographics that are not currently well-served by the city’s existing housing stock. At the same time, it is crystal clear from the community that there is no support for compromising environmental protection as a result of increasing housing

density. This strong sentiment will be central to the Commission’s work on middle housing going forward.

- There is great interest within the Commission and in the community for boosting economic development in the city. We would like to see more opportunities for commercial development along our two main arterials – SR 522 and Ballinger Way – to promote opportunities for new local businesses. Regarding SR 522 and the Southern Gateway, we are keen to understand why so little commercial or higher-density residential development has taken place in the decade since the Southern Gateway plan was finalized, while neighboring jurisdictions seem to be attracting significant interest. Unlocking that potential would be a tremendous lift for the city and its tax base.
- Another issue that surfaced throughout this process was the desire to strengthen the language around SR522, and the need to mitigate the direct negative effects of this high-speed, vehicular traffic corridor on the Town Center, the Southern Gateway community, our public gathering spaces, and safe pedestrian/bike access in this area.
- The Commission appreciates the in-depth work of the Climate Action Committee and their thoughtful consideration of climate resilience and the city’s carbon footprint. We look forward to our joint efforts going forward with the Climate Action Committee and understanding what the feasible goals are we can collectively pursue.
- Finally, regarding consideration of equity, many of the Commissioners agreed with the State’s recognition as reflected in HB1220 of the need to address inherent disparities in outcomes for different racial groups as a result of historic policies and practices. Some felt the language of the Comprehensive Plan should specifically recognize these disparities, including distinguishing between principles of equality and equity. However, other voices among the Commission and community expressed concern that new language pertaining specifically to Black, Indigenous, or other people of color was not truly inclusive of *all* members of Lake Forest Park residents and that language specifying different racial groups shows preference, thus undermining the true spirit of the words, equality and equity. We encourage the Council to thoughtfully consider this language woven throughout the Comprehensive Plan with care as you shape our recommendations into a final product for adoption.

We are honored to have had the opportunity to engage with our community in constructing these recommendations and look forward to further engagement with Council as we shift our attention to the details of middle housing, climate resilience, and updates to the municipal code.

Ashton Alvarez McCartney – Chair

Janne Kaje – Vice Chair

Sam Castic – Commissioner

Melissa Cranmer – Commissioner

Meredith LaBonte – Commissioner

Madlyn Larson – Commissioner

Lois Lee – Commissioner

Cherie Finazzo – Commissioner

David Kleweno – Commissioner



## Comprehensive Plan Update Comments

**To:** City of Lake Forest Park  
**From:** SCJ Alliance  
**Date:** September 19, 2024  
**Project:** Lake Forest Park Comprehensive Plan Update  
**Subject:** Response to City and Planning Commission Comments

### Introduction:

As part of the Comprehensive Plan Update, the project team heard a variety of comments as part of the editing process. The following table reflects where edits in the Draft Comprehensive Plan Update were made, and the responses and recommendations provided by SCJ Alliance.

Element/Goal/Policy	Comment	SCJ Response
<p><b>Policy LU-1.6:</b> Collaborate with all residents during the land use planning process (e.g., comprehensive planning, ordinance development, etc.) and intentionally connect with people that have not historically been engaged, including racial and ethnic minorities, those with lower incomes, youth, seniors, and others.</p>	<p>Equity language: I believe that the best way to combat past discrimination is to doggedly pursue the guiding star of equal treatment for everyone. That being the case, I am against policies that would preference or discriminate against anyone based on their sex or race. Examples of this discrimination are present in the following policies: LU-1.6, LU 2.8, LU 2.9, 10.1, 10.4, H1.7, ED-4.6, T 1.18</p>	<p>We recommend keeping the policy language as presented here. Not only does it align with other Comprehensive Plan policies, PSRC’s Multicounty Planning Policies (MPP), and King County’s Countywide Planning Policies (CPP), it is a best practice recommended by the Department of Commerce and our national American Planning Association as a more effective way of achieving true equity. This type of policy language does not create prejudice or discrimination; instead, it elevates those who have been previously marginalized.</p> <p>For example, MPP-RC-2 states “Prioritize services and access</p>



		to opportunity for people of color, people with low incomes, and historically underserved communities to ensure all people can attain the resources and opportunities to improve quality of life and address past inequities.” By intentionally connecting with people that have historically not been engaged, the City is addressing the “prioritizing access to opportunity to improve quality of life and address past inequities” intention of said MPP.
<b>Policy LU–3.4:</b> Designate scenic vistas and water access to be conserved as development occurs.	“Have we done this? Where does the city apply this?”	Research with City staff. Update references and/or propose implementation action(s).
<b>Policy LU–10.1:</b> Collaborate with all residents during the comprehensive planning process and intentionally connect with people who self-identify as Black, Indigenous, or other people of color, those with lower incomes, youths, seniors, and other groups that have not historically engaged in long-range planning processes.	Strike 'people who self-identify.' While I would like the discriminatory language removed entirely, this policy has additional problematic language. The color of one's skin or genetic heritage is not up to self-identification but rather an unalterable reality. In addition, this language is inconsistent with the rest of the document. It should be removed.	We very strongly recommend keeping the language as presented. It is not discriminatory or prejudicial, but elevates the experiences of the BIPOC community. Historically, racial designations have changed many times in the US. This language also provides more inclusivity for people with multiracial backgrounds.  If alternate wording would still be preferred, another option could be “...people who self-identify with a lived experience that has historically not been engaged in the planning process.”  This policy concept is related to PSRC’s MPPs.
<b>Policy EQ-3.9:</b> Coordinate with the regional agencies and	The City has been an active member of the Lake	Research with City staff.





<p>neighboring jurisdictions to improve regional surface water management and salmon recovery efforts, resolve interjurisdictional concerns, and implement watershed-based action plans.</p> <p><i>Watershed action plans are multi-jurisdictional plans that coordinate efforts to address water quality and storm water runoff problems that can contribute to flooding and property damage within a watershed that crosses the boundaries of two or more jurisdictions. The cities of Lake Forest Park, Edmonds, Lynnwood, Mountlake Terrace, Shoreline, and Snohomish County have formed a watershed forum to guide the development of a watershed action plan for the Lake Ballinger/McAleer Creek watershed. Additionally, the City has been an active member of the Lake Washington/Cedar/Sammamish Watershed Resource Inventory Area (WRIA) 8 Salmon Recovery Council since [year] along with 28 other local governments.</i></p>	<p>Washington/Cedar/Sammamish Watershed (WRIA 8) Salmon Recovery Council for nearly 25 years along with 29 other local governments.” Additional searching shows me that it’s 29 total local governments, but can anyone confirm which year LFP joined the SRC?</p>	
<p><b>Policy EQ-5.2:</b> Encourage reduced energy demand, support energy management technology, and encourage greater reliance</p>	<p>Strike ‘Reduce energy demand’ I am not in favor of the city making policy to ‘reduce the energy demand’ , nor do I think it is the citizenry’s will.</p>	<p>While reducing energy demand helps with limiting the cost of upgrading the energy grid with growth, what this policy really</p>



<p>on sustainable energy sources compared to conventional sources.</p>		<p>gets at is energy efficiency for both economic reasons but also to reduce emissions, which is a part of the PSRC requirements under MPP-CC-2 and MPP-CC-3.</p>
<p><b>Policy EQ-6.3:</b> Promote dark skies through measures that encourage reduced light trespass and use of lighting appropriate to the task. For properties along Lake Washington, encourage application of best practices such as DarkSky International standards to help reduce negative impacts on threatened salmon populations.</p>	<p>“Is this a policy or document? Needs referencing” – in reference to previous mention of “Artificial Light at Night” wording.</p>	<p>Removed language on “Artificial Light at Night” to instead reference the DarkSky International Standards.</p>
<p><b>Goal EQ-10</b> Promote education on sustainable production and a circular economy.</p> <p><b>Policy EQ-10.1:</b> Support a sustainable and local food economy.</p> <p><b>Policy EQ-10.2:</b> Promote education on sustainable food production and waste reduction methods, like composting, to avoid food waste.</p> <p><b>Policy EQ-10.3:</b> Encourage zero waste through waste reduction programs and education on product lifecycles such as cradle to cradle design.</p> <p><b>Policy EQ-10.4.</b> Coordinate efforts to reduce waste by making recycling and composting more accessible and efficient.</p>	<p>Goal EQ 10 and 11 could be combined and condensed. For example... Goal EQ-10: Promote education on sustainable food production and waste reduction. Policy 10.1 Support sustainable and local food options. 10.2 Promote education on composting and other methods to avoid food waste. 10.3 Encourage zero waste through waste reduction programs and education on the lifecycle of goods. 10.4 Reduce landfill material by making recycling and composting more accessible and efficient.</p>	<p>Agreed. Edits were made to combine Goal EQ-10 and EQ-11 and adjust policies as needed to fall under one. The use of “circular economy” in the goal covers waste prevention, diversion, and reduction. “Cradle to cradle design”, found in Policy EQ-10.3, is a sustainable product production principle that looks at a product’s life holistically and seeks to build efficient and waste free systems.</p> <p>For 10.4, we recommend leaving the coordination piece to make it a larger impact than just the City. This can go to the region, with schools, with community partners, etc.</p>
<p><b>Housing Element</b></p>	<p>Planning Commission did not review an underline-strikethrough version of policy edits for the Housing Element, but did review the proposed Housing Element and included it in the recommendation. The changes reflect state legislative requirements, regional PSRC MPPs, and King</p>	



	County CPPs. The changes are substantial and the new Element is significantly different than the 2015 Element.	
<p><b>Housing Element Introduction</b>                  “Lake Forest Park’s housing element ensures that there will be enough housing to accommodate expected growth in the city,”</p>	<p>Change the second sentence.....Lake Forest Park’s housing element ensures that the zoning for the city prepares for and can accommodate expected growth in the city.....                  As the city does not build, this reflects the reality that the city zones and encourages development and builders build.</p>	<p>The proposed language captures the City’s role. The City is in charge of more than just zoning but also the development code that tells the developers what they can build and how they can build it. This action-oriented statement also starts to get at addressing barriers in policy and codes, as required under state law. With the state legislation on housing (HB 1110, 1220, and 1337), the City has a lot of changes within its housing element and development code to ensure that there not only is enough housing in the City to accommodate growth but that it:</p> <ul style="list-style-type: none"> <li>• Provides for housing availability across all income bands</li> <li>• Allows for a diverse range of housing types</li> <li>• Treats middle housing the same as single family housing</li> <li>• Identifies and works to undo racially disparate impacts</li> </ul>
<p><b>Goal H-1: Housing Supply and Diversity</b>                  Ensure that Lake Forest Park has sufficient quantity and variety of housing types to meet projected growth and needs of people of all income levels and demographic groups.</p>	<p>Again, the city does not build housing and, therefore, cannot “ensure quantity.” The city can zone for and promote housing through regulation/policy. All wording should reflect this reality and avoid words such as “provide, ensure, and meeting needs.</p>	<p>We recommend keeping the goal language as written. The City does not itself build housing, but it guides development and has a direct role in the quantity and variety of housing types that can be built. Per the WA Department of Commerce, the City needs to identify and analyze projected</p>



		housing needs, identify the capacity of land for housing. and ensure “Adequate provisions for existing and projected housing needs for all economic segments of the community” see <a href="#">RCW 36.70A.070(2)</a>
<b>Policy H–1.1:</b> Promote fair and equitable access to housing for all persons, regardless of lived experience.	Return to original wording. All means all – no need to have a laundry list.  In reference to this policy previously mentioning “regardless of race, religion, ethnic origin, age, household composition or size, disability, marital status, sexual orientation, or income.”	Language changed per comment. The list was meant as an added measure to protect individuals who have faced discrimination in housing practices historically. This added language reflects <a href="#">RCW 36.70A.070(2)(f)</a>
<b>Policy H–1.3:</b> Increase the variety of residential densities and housing types allowed throughout Lake Forest Park’s residential areas to meet the needs of people of all incomes and life stages and increase access to housing for both renters and homeowners.	Return to the original wording.	“Original wording” stated “Provide for a variety of residential densities and housing types.”  HB 1220 requires that cities update language to include all income bands and diverse needs
<b>Policy H–1.4:</b> Consider the impact of land use policies and regulatory decisions on housing capacity and diversity, and regularly monitor and assess existing and projected housing needs, gaps in partnerships, policies and dedicated resources for meeting housing needs of all segments of the population.	Return to the original wording.	“Original wording” stated “Consider the impact on housing capacity and diversity when making land use policy and regulatory decisions.”  See earlier comment, HB 1220 requires that cities update language to meet the needs for all income bands
<b>Policy H–1.7:</b> Create opportunities for a variety of housing types, sizes, and affordability levels throughout the city that address historic inequities in access to homeownership options for	Return to the original wording.	“Original wording” stated “Create opportunities for housing in a variety of settings, sizes, and affordability levels throughout the City.”



<p>Black, Indigenous and People of Color communities.</p>		<p>Language is needed for the City to address homeownership opportunities for communities of color (per PSRC MPP-H-5)</p>
<p><b>Policy H–1.10:</b> Adopt policies and strategies that promote equitable development, mitigate displacement of low-income households and address impacts of past and present racially exclusive and discriminatory policies and practices.</p>	<p>Strike policy. Many of these have already been covered in prior policies. Where are the present racially exclusive and discriminatory policies and practices?</p>	<p>We recommend leaving the policy as proposed to address the state (HB 1220), regional (PSRC MPPs on housing and equity), and county requirements (King County CPPs on equity and affordability).</p> <p>Policies and practices that are racially exclusive and discriminatory have been baked into the field of planning and housing development throughout history in cities across the country through zoning, redlining, exclusionary homeownership opportunities, racially restrictive covenants (see LCG’s RDI report and <a href="https://depts.washington.edu/civilr/covenants.htm">https://depts.washington.edu/civilr/covenants.htm</a>), and more. While some of these are from the past, they show up in modern ways and have lasting impacts on who lives where across cities like Lake Forest Park.</p>
<p><b>Policy H–2.2:</b> Promote residential neighborhoods that protect and promote quality outdoor spaces and contribute to an equitable distribution of parks and open space throughout the city.</p>	<p>Return to the original wording.</p>	<p>“Original wording” stated “Promote site planning techniques that create quality outdoor spaces and are in harmony with neighboring properties.”</p> <p>We recommend keeping the proposed policy language to address PSRC MPP-En-15, which promotes open space and park access for all</p>



		<p>residents, prioritizing access to historically underserved communities.</p> <p>Historically within land use practices, parks and open space have not been placed equally across communities. Often, those with lower socioeconomic status and of a racial or ethnic minority have less access to quality outdoor spaces, parks, open spaces, etc. This can contribute to poorer health outcomes that are exacerbated by other outside factors such as climate change.</p>
<p><b>Policy H-2.4:</b> Enhance the condition of neighborhoods by supporting the maintenance and improvement of existing housing through both public and private investment.</p>	<p>I'm not sure what this means. In the previous language, I assume that the goal was to preserve and enhance the condition of neighborhoods through things like landscaping/signage, etc, which makes sense to have both public and private investment. The new language refers to maintaining and improving existing housing, so I am not sure what public investment would be involved.</p>	<p>This addresses the condition of residential dwellings that are developed or managed through funding from both public and private investments (i.e., multi-unit structures) so that they can be consistent with the standards required to exist in LFP neighborhoods without increasing costs disproportionately to residents (especially renters who may earn lower incomes). Public investment may come from grant funding, a separate public housing entity, or other public funding source.</p>
<p><b>Policy H-4.5:</b> Partner with public and private partners to preserve existing affordable housing, and prioritize the use of resources to support housing services for people experiencing homelessness and others with disproportionately greater housing needs.</p>	<p>Return to the original wording.</p>	<p>"Original wording" stated "Support public and private housing services for people who are homeless."</p> <p>We recommend keeping the policy language as presented. The City needs to show the state, PRSC, and King County how they plan to address affordable housing across all income bands and emergency</p>



		<p>housing, emergency shelters, and permanent supportive housing for those experiencing or at-risk of homelessness. Per <a href="#">RCW 36.70A.070(2)(c)</a> It also should be noted that in addressing homelessness, people experience it differently with different needs based on their identity and lived experiences.</p>
<p><b>Economic Development Element: Introduction</b></p> <p>Lake Forest Park’s many amenities, including open space, high quality urban design, green landscape, and Lake Washington access, are an important economic development asset and the element provides guidance for preservation and enhancement of these amenities.</p>	<p>Infrastructure?</p>	<p>Planning Commission has used the term “green resource” to mean the many environmental, open space, and other natural resources in the city. This include not only parks and open spaces, but also street trees and other features that provide a natural and green counterpoint to urban development. The term has a draft definition in the Glossary, but it has remained somewhat ephemeral for the duration of discussion and review.</p> <p>City Council to provide input and select a preferred term: green resource, green character, green landscape, or something else?</p>
<p><b>Policy ED-4.7:</b> Evaluate the impacts of City regulations and policies on economic development, particularly in the Southern Gateway, including development standards and regulations, permitting fees and timelines, parking requirements, and implement strategies to address impacts and overcome barriers.</p>	<p>I think we need a similar analysis that applies also to commercial and multi-use per our discussions about the Southern Gateway in particular. Possible a parallel policy in ED-4</p>	<p>We recommend one or more implementation actions, such as:</p> <p>Prepare an economic development analysis for Southern Gateway, including a market assessment. Incorporate recommendations related to reducing development barriers and reducing or eliminating parking requirements prepared for this</p>



		Comprehensive Plan and other planning projects.
<b>Policy CS-2.5:</b> Promote trainings for police and other public servants to support safe and positive interactions with community members across backgrounds.	I prefer to strike this policy. Having something as specific as de-escalation training here is out of place. I also mentioned in our meeting that it seems like a tragic jab at our police to have the only mention of them being in this derogatory manner. They deserve better. I also mentioned in the meeting that I would like to add policy 3.7 back in.	Language edited to be more generic. We still recommend the City consider trainings that support healthy conflict navigation with individuals across lived experiences, including de-escalation training. Specific trainings can appear in the implementation actions.  We have also added policy 3.7 back in (below) with language that encourages more civic involvement overall between youth and public authorities.
<b>Goal CS-8:</b> Community Resilience Foster a friendly, caring, and mutually supportive community to improve climate resilience.	Strike Goal CS-8	We recommend keeping this goal as it aligns with LFP’s strong commitment to community-building and is a key factor in addressing challenges posed by natural hazards, disaster situations, and the impacts of climate change.
<b>Policy CS-8.1:</b> Enhance partnerships between the City and community-based organizations to support equity in decision-making.	Which community-based organization are we talking about? It also seems repetitive, with ideas already in earlier sections.	This should be considered an open invitation to work with <i>any</i> CBO on relevant issues in LFP. This could include nonprofits, NGOs, charitable organizations, etc.  Partnerships will help LFP be more successful at addressing current and future community needs by understanding issues directly from those deeply involved and relying on community-sourced solutions that are typically very readily deployed and supported.





<p><b>Policy CS-8.2:</b> Support community stewardship of community resources to build strong social connections through service, such as events to clean up beaches and parks and restore riparian zones.</p>	<p>These ideas would be better fitted to EQ/Parks.</p>	<p>Language revised to clarify focus on stewardship and community-building.</p>
<p><b>Goal CF-2:</b> <i>The City's <b>drainage ordinance</b> is contained in Title 16.24 of the Lake Forest Park Municipal Code, which can be accessed online at: <a href="http://www.codepublishing.com/wa/lakeforestpark/">www.codepublishing.com/wa/lakeforestpark/</a>. The City intends to develop <b>multimodal transportation LOS standards</b>, consistent with Policy T-1.16 in the Transportation Element</i></p>	<p>Check links to make sure they are active and point to the correct document.</p>	<p>The link provided is to the overall LFP Municipal Code; here is the link for <a href="#">LFPMC 16.24</a> in case that one is preferred.</p>
<p><b>Goal PT-2: Trails</b> Promote a safe, interconnected system of trails throughout the city, that serve important recreational and transportation roles for regional and local bicycle and pedestrian trail systems.</p>	<p>Perhaps it is just my copy, but PT 2.2-2.4 are missing.</p>	<p>Those were relocated to the implementation actions draft document during the July revisions.</p>
<p><b>Goal PT-7: Arts and Culture</b> Encourage inclusive representation in and expanded public access to art and cultural heritage in public places.</p> <p><b>Policy PT-7.1:</b> Support visual and performing arts in the community and promote art education and participation.</p> <p><b>Policy PT-7.2:</b> Encourage private and corporate support of the arts.</p>	<p>"If I remember correctly, during our discussion of this goal, we decided that 'inclusive representation' did not belong in this. How about.....Develop and expand public access to art and cultural heritage through the utilization of public spaces.</p>	<p>Consider additional policies to address inclusive representation.</p>
<p><b>Policy PT-10.1:</b> Prioritize historically underserved neighborhoods for parks, trails,</p>	<p>Strike historically. The priority for parks/ trails investments should be (in addition to many other practical things</p>	<p>The policy as written addresses PSRC's MPP-En-15, "Provide parks, trails, and open space within walking distance of</p>



<p>and open space improvements and investments.</p>	<p>such as land availability) focus on current gaps in service.</p>	<p>urban residents. Prioritize historically underserved communities for open space improvements and investments.”</p> <p>Prioritizing underserved neighborhoods more generally could continue patterns of disinvestment in historically marginalized areas.</p>
<p><b>Goal U-2: VISION 2050</b> is available online at: <a href="https://www.psrc.org/planning-2050/vision-2050">https://www.psrc.org/planning-2050/vision-2050</a>.</p>	<p>Check links to make sure they are active and point to the correct document.</p>	<p>The provided link goes to the VISION 2050 main page; here is the <a href="#">direct link</a> to the document, in case that’s preferred.</p>
<p><b>Goal U-2: The King County Comprehensive Plan</b> is available online at: <a href="https://kingcounty.gov/en/dept/executive/governance-leadership/performance-strategy-budget/regional-planning/king-county-comprehensive-plan">https://kingcounty.gov/en/dept/executive/governance-leadership/performance-strategy-budget/regional-planning/king-county-comprehensive-plan</a>.</p>	<p>Check links to make sure they are active and point to the correct document.</p>	<p>The provided link goes to the King County Comp Plan main page; here is the <a href="#">direct link</a> to the document, in case that’s preferred.</p>
<p><b>Goal U-5: Climate Commitment</b> Enhance community resilience and suppose address historic inequities in environmental and health conditions support environmental justice outcomes through the provision of reliable utility services.</p>	<p>I would prefer not to use the environmental justice language.</p> <p>Previous language was: “Enhance community resilience and suppose environmental justice outcomes through the provision of reliable utility services”</p>	<p>We moved the language away from stating environmental justice.</p> <p>MPP-RC-2 states “Prioritize services and access to opportunity for people of color, people with low incomes, and historically underserved communities to ensure all people can attain the resources and opportunities to improve quality of life and address past inequities.”</p> <p>Also MPP-RC-3 states “Make reduction of health disparities and improvement of health outcomes across the region a</p>



		<p>priority when developing and carrying out regional, countywide, and local plans.” Climate change does not impact individuals equally based on previous practices and policies. It makes existing harms worse. So to ensure cities are not causing more harm today they need to addressing the root service inequities that already exist.</p>
<p><b>Policy U–5.5:</b> Encourage a transition from natural gas energy usage to electric energy for homes and businesses.</p>	<p>Strike Policy. I do not favor the city encouraging or mandating a transition from natural gas to electric energy, nor do I think it is the citizenry’s will.</p>	<p>This language is based on the state pursuing a reduction in GHG emissions and improving public health. Natural gas has shown to have a negative impact on human health. HB 1589 was passed by the state legislature in 2023 which “Prohibits any large gas company that serves more than 500,000 retail natural gas customers in Washington as of June 30, 2023, from providing natural gas service to any commercial or residential location that did not receive gas service or have filed applications for gas service as of June 30, 2023.”</p> <p>While there is a ballot initiative this November that addresses this and other climate legislation, we recommend the City keep this policy due to the health impacts from natural gas usage.</p> <p>Following discussion on 9/10, multiple Commissioners have concerns about pivoting away from natural gas.</p>



<p><b>Policy T-1.2:</b> Coordinate with planned light rail and bus rapid transit services coming to and near Lake Forest Park if a park &amp; ride facility is funded and designed. Work with neighboring communities to develop additional regional “upstream” park &amp; ride facilities.</p>	<p>If I remember, there was a discussion about whether a park &amp; ride facility in town was something people wanted.</p>	<p>The facility is planned by Sound Transit. This policy lays the groundwork to coordinate with ST to make sure the facility fits more readily into LFP.</p>
<p><b>Policy T-1.12:</b> Encourage Commute Trip Reduction Program strategies and practices to reduce drive-alone miles and vehicle miles traveled especially during peak hours.</p> <p><i>Travel Demand Management (TDM), is intended to reduce the need for roadway expansion by encouraging options such as telecommuting, employers providing free bus passes, and working flex hours.</i></p>	<p>If I remember, we discussed striking this as it is impractical for our city. We do not have many businesses for which this would or could apply.</p>	<p>It is correct that there are not many businesses to which a TDM program would currently apply. This could be stricken, but it is aligned with PSRC policies and there is no harm in keeping it.</p> <p>Staff prefers to retain the policy.</p>
<p><b>Policy T-2.14:</b> Promote appropriate street conditions for people walking, rolling, and biking to feel safe around different levels of traffic.</p>	<p>Awkward wording. I would be fine with striking the policy as it seems redundant, but going back to the old 2.15 language would be better, or just saying, pedestrians.</p> <p>Previous version: Policy T-2.15, “Promote motor vehicle driver awareness of the need to honor the space of pedestrians, joggers, and bicyclists.”</p>	<p>Policy revised to address awkward phrasing. The policy as proposed replaced “joggers” with “rolling” to address accessibility.</p> <p>Alternative: “Promote driver awareness of people walking, rolling and biking...”</p> <p>Alternative: “Promote driver awareness of active mode users, such as pedestrians and bicyclists...”</p>



<p><b>Land Use Element Introduction, Context and Background</b></p>	<p>Commissioner recommended to add text regarding recent state legislative changes, including the 2021 Climate Commitment Act (which is currently at risk under Initiative 2117); appropriate to include?</p>	<p>SCJ to add discussion of current legislative context - climate, housing, transportation, etc.</p>
<p><b>Land Use Element Introduction, The Comprehensive Plan &amp; Other Land Use Policy Guidance</b></p>	<p>Check links to make sure they are active and point to the correct document.</p>	<p>Unsure if <a href="#">link</a> is needed for 2019 Town Center Vision.</p>
<p><b>EQ, Planning Context, Shoreline Master Program (2019)</b></p>	<p>Verify the current version of the referenced studies is listed.</p>	<p>Both LFP and Ecology websites link to 2013 SMP; the 2019 update does not seem to be posted anywhere.</p>
<p><b>Housing Element: Housing Development Trends</b></p> <p>Single-unit housing production in Lake Forest Park has followed prevailing economic trends over the past few decades, as shown below in Figure II-30. About 15-30 units per year were permitted in from the mid-1990s until the 2008 recession. After the economy recovered, single-family development resumed a similar pace with the addition of some multifamily, triplex and four-plex construction in 2015-2018.</p>	<p>Worth mentioning that while single-unit, the one large development in the Southern Gateway added many (not sure how many) units in a very different style than LFP traditionally?</p>	<p>New language recommended in the Comprehensive Plan. Additional information needed from City staff.</p>
<p><b>Housing Element: Rental Market Trends</b></p> <p>“The median rent in 2021 was \$1,839”</p>	<p>Explain what the assumption is about size or bedroom count or whatever</p>	<p>Staff is addressing this.</p>
<p><b>Housing Element: Housing Affordability</b></p> <p>“Freddie Mac mortgage interest rates as of August 2023,”</p>	<p>Since this is a long-term document, would be good to list the average 30-yr fixed rate or something like that. People may not remember 10 years from now what was going on with rates compared to the recent past</p>	<p>Staff is addressing this.</p>
<p><b>Figure II-1: Lake Forest Park Employment Location Heatmap, 2020</b></p>	<p>Some of the more faded “hot spots” make no sense. Might be worth reviewing the data or only showing the true hot spots.</p>	<p>Staff is addressing this.</p>

**Commented [CH1]:** Housing comments should be addressed by Leland.



<p><b>Housing Element:</b> Housing Tenure</p> <p>“Lake Forest Park’s older, wealthier resident base is likely to prefer home ownership due to their ability to afford the home purchase and their plan to stay in Lake Forest Park for an extended period.”</p>	<p>There’s an important nuance here - many folks have been here already for a long time and couldn’t afford even a smaller home in the area, so they stay in their big 1950s ramblers</p>	<p>Staff is addressing this.</p>
<p><b>Table II-9:</b> Work Locations of Lake Forest Park Residents, 2021</p>	<p>Remove the word “city.”</p>	<p>Removed the word “city”.</p>
<p><b>Housing Element:</b> Key Takeaways</p> <p>“The population of Lake Forest Park is older, wealthier, more highly educated, and has a higher share of homeowners than nearby peer communities, suggesting potential demand for ownership housing and significant spending potential.”</p>	<p>See earlier note that absent smaller, accessible homes within the city, the “old and wealthy” are just going to stay put. They are not going to buy a new place.</p>	<p>Staff is addressing this.</p>
<p><b>Capital Facilities Element:</b> Public Facility Providers</p> <p>“REET I allows local jurisdictions to levy up to 0.25 percent of the selling price of real property for financing capital improvements. REET II allows local jurisdictions fully planning under the Growth Management Act to levy an additional 0.25 percent to finance capital projects identified in the capital facilities element of the comprehensive plan.”</p>	<p>Maybe say what REET is and how much LFP utilizes it</p>	<p>Staff is addressing this.</p>
<p><b>Table II-27:</b> Misc. Main Replacement – on 38<sup>th</sup> and 38<sup>th</sup> Streets</p>		<p>Are the streets meant to be different?</p>
<p><b>Parks, Trails, and Open Space Element:</b> Planning Context</p> <p>“The primary purpose of the <i>Legacy 100-Year Vision</i> is to promote the enhancement of the</p>	<p>In Volume I, there were several uses of the term “green resource” which is odd and confusing. Is there a reason we don’t use infrastructure in Volume I?</p>	<p>Using “Green Infrastructure” has the possibility to not be as inclusive of language and could be misleading to some audiences. Green infrastructure is primarily</p>



<p>City's green infrastructure over the next century."</p>		<p>thought of as stormwater management in uses such as rain gardens, bioswales, permeable pavements, and green roofs. There are co-benefits to green infrastructure, like reducing heat, but the use of "green resource" is broader and more encompassing.</p> <p>"Green resource" includes "green infrastructure" but the reverse is not necessarily true.</p>
<p><b>Table II- 35:</b> Inventory of Parks and Recreation Facilities in Lake Forest Park</p>	<p>Five Acre Woods and Brookside Park need to be added to inventory and map.</p>	<p>Staff added Five-Acre Woods, but working with City staff to confirm if "Brookside" indicates Brookside Park.</p>
<p><b>Utilities</b>, Electricity, <i>The City's Surface Water Management Plan</i> is available online at: <a href="http://www.cityoffp.gov/DocumentCenter/View/396">www.cityoffp.gov/DocumentCenter/View/396</a>.</p>	<p>Check links to make sure they are active and point to the correct document.</p>	<p>This document is no longer available; is there an updated version that the City can provide? Additional reference to that same document within body text on the same page.</p>
<p><b>Transportation Element:</b> Safe Streets Priority List</p> <p>Tier 2 (Lower Priority)</p> <p>7. Perkins Way Pedestrian/Bike Infrastructure</p>	<p>This needs to be elevated. When rail opens at 185<sup>th</sup> and I-5, traffic is going to increase significantly on Perkins and it is already a very dangerous pedestrian route due to speeding by cars and limited sight lines.</p>	<p>City Council should work with Public Works to make changes to the Safe Streets priority list. This list comes directly from the Safe Streets plan.</p>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

**CITY OF LAKE FOREST PARK  
CITY COUNCIL REGULAR MEETING MINUTES  
September 12, 2024**

**It is noted this meeting was held in person in the City Council Chambers and remotely via Zoom.**

**Councilmembers present:** Lorri Bodi, Deputy Mayor; Tracy Furutani, Council Vice Chair; Larry Goldman, Paula Goode, Elynn Saunders

**Councilmembers absent:** John Lebo, Semra Riddle

**Staff present:** Tom French, Mayor; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Mark Hofman, Community Development Director; Jennifer Johnson Grant, Municipal Court Judge; Cory Roche, Environmental & Sustainability Specialist; Katie Phillips, Project Manager; Matt McLean, City Clerk

**Others present:** 35 visitors

**CALL TO ORDER**

Mayor French called the September 12, 2024 City Council regular meeting to order at 7:00 p.m.

**FLAG SALUTE**

Mayor French led the Pledge of Allegiance.

**ADOPTION OF AGENDA**

**Cmbr. Furutani moved** to adopt the agenda as presented. **Cmbr. Goode seconded. The motion to adopt the agenda as presented carried unanimously.**

**PUBLIC COMMENTS**

Mayor French invited comments from the audience. There being no one in the audience wishing to speak, Mayor French closed public comment.

**PROCLAMATIONS**

***Puget Sound Starts Here Month***



1 Cmbr. Furutani read a proclamation recognizing September 2024 as Puget Sound Starts Here  
2 Month.

3  
4 **PRESENTATIONS**

5  
6 **Citizen Life Saving Award**

7  
8 Chief Harden presented Citizen Life Saving Awards to Melanie Roger, Steven Leek, and Misti  
9 Flanagan for services rendered to Dru Druzianich.

10  
11 **Swearing-In of New Lake Forest Park Police Officer**

12  
13 Chief Harden introduced Amanda Johnson as the City’s newest police officer. Judge Grant  
14 swore in Officer Johnson.

15  
16 **Mayor’s Preliminary 2025-2026 Biennial Budget**

17  
18 Administrator Hill gave a brief presentation on the Mayor’s Preliminary 2025-2026 Biennial  
19 Budget and responded to questions.

20  
21 **CONSENT CALENDAR**

22  
23 **Cmbr. Furutani moved** to approve the Consent Calendar as presented. **Cmbr. Goldman**  
24 **seconded. The motion to approve the Consent Calendar as presented carried**  
25 **unanimously.**

- 26
- 27 A. July 18, 2024 Budget & Finance Committee Meeting Minutes
- 28 B. August 5, 2024 City Council Special Meeting Minutes
- 29 C. August 8, 2024 City Council Work Session Minutes
- 30 D. August 8, 2024 City Council Regular Meeting Minutes
- 31 E. August 12, 2024 City Council Special Meeting Minutes
- 32 F. August 19, 2024 City Council Special Meeting Minutes
- 33 G. August 29, 2024 City Council Special meeting Minutes
- 34 H. Accounts Payable dated 9/12/2024 Claim Fund Checks Nos. 86696 through 86747 in the
- 35 amount of \$583,808.67, a 9/23/2024 Payroll Fund ACH transaction in the amount of
- 36 \$173,767.77, a Direct Deposit transaction in the amount of \$190,884.65. Additional
- 37 approved transactions: Elavon, \$1,123.98. Total approved transactions: \$949,585.07.
- 38

39 **RESOLUTION 24-1963/Authorizing the Mayor to sign an Agreement for Consultant Services**  
40 **with Cascadia Consulting Group, Inc. for Climate Planning Support.**

41  
42 Director Hofman and Gretchen Muller from Cascadia Consulting Group gave a brief  
43 presentation regarding the consultant services agreement.

1 **Cmbr. Furutani moved** to adopt Resolution 24-1963/Authorizing the Mayor to sign an  
2 Agreement for Consultant Services with Cascadia Consulting Group, Inc. for Climate  
3 Planning Support. **Cmbr. Goldman seconded.**  
4

5 **Cmbr. Goldman moved** to waive the three-touch rule in regard to Resolution 24-1963.  
6 **Cmbr. Furutani seconded. The motion to waive the three-touch rule passed**  
7 **unanimously.**  
8

9 **The motion to adopt Resolution 24-1963 passed unanimously.**  
10

11 **RESOLUTION 24-1964/Authorizing the Mayor to sign a contract with Sledge Seattle, LLC for**  
12 **Demolition Services as part of the Lakefront Early Works Improvements Project.**

13  
14 Specialist Roche gave a brief presentation regarding the agreement with Sledge Seattle, LLC.  
15 The agreement is to start pre-demolition and recovery services to comply with the RCO grant  
16 received for the Lakefront project.  
17

18 **Deputy Mayor Bodi moved** to adopt Resolution 24-1964/Authorizing the Mayor to sign  
19 a contract with Sledge Seattle, LLC for Demolition Services as part of the Lakefront Early  
20 Works Improvements Project. **Cmbr. Saunders seconded.**  
21

22 **Cmbr. Goldman moved** to waive the three-touch rule in regard to Resolution 24-1964.  
23 **Cmbr. Furutani seconded. The motion to waive the three-touch rule passed**  
24 **unanimously.**  
25

26 **The motion to adopt Resolution 24-1964 passed unanimously.**  
27

28 **RESOLUTION 24-1965/Authorizing the Mayor to sign an Interagency Agreement with the**  
29 **Washington State Department of Commerce for Assistance with the Installation of Electric**  
30 **Vehicle Chargers.**

31  
32 Project Manager Phillips gave a brief presentation regarding the grant and proposed Electric  
33 Vehicle chargers.  
34

35 **Cmbr. Furutani moved** to approve Resolution 24-1965/Authorizing the Mayor to sign an  
36 Interagency Agreement with the Washington State Department of Commerce for  
37 Assistance with the Installation of Electric Vehicle Chargers. **Seconded by Deputy Mayor**  
38 **Bodi.**  
39

40 **Cmbr. Goode moved** to waive the three-touch rule in regard to Resolution 24-1965.  
41 **Cmbr. Furutani seconded. The motion to waive the three-touch rule passed**  
42 **unanimously.**  
43

1 **The motion to adopt Resolution 24-1965 passed unanimously.**

2  
3 **RESOLUTION 24-1966/Approving Addendum 2 to the Purchase and Sale Agreement for**  
4 **Acquisition of Property Located at 19001 40th Place and Delegating Authority to the**  
5 **Administration to Negotiate and Conclude the Remaining Contingencies.**

6  
7 City Attorney Pratt gave a brief presentation regarding the addendum.

8  
9 **Deputy Mayor Bodi moved** to adopt Resolution 24-1966/Approving Addendum 2 to the  
10 Purchase and Sale Agreement for Acquisition of Property Located at 19001 40th Place  
11 and Delegating Authority to the Administration to Negotiate and Conclude the  
12 Remaining Contingencies. **Cmbr. Furutani seconded.**

13  
14 **Cmbr. Goldman moved** to waive the three-touch rule in regard to Resolution 24-1966.  
15 **Deputy Mayor Bodi seconded. The motion to waive the three-touch rule passed**  
16 **unanimously.**

17  
18 **The motion to adopt Resolution 24-1966 passed unanimously.**

19  
20 **OTHER BUSINESS**

21  
22 **Cmbr. Furutani moved** to excuse Cmbrs. Lebo and Riddle. **Cmbr. Goode seconded. The**  
23 **motion to excuse Cmbrs. Lebo and Riddle passed with Deputy Mayor Bodi dissenting.**

24  
25 **COUNCIL COMMITTEE REPORTS**

26  
27 **Councilmember Reports**

28  
29 Cmbr. Goldman gave a report from the Tree Board – they have been working on a tree list that  
30 will be coming to Council for approval.

31  
32 Cmbr. Furutani gave an update on the Climate Action Committee.

33  
34 Deputy Mayor Bodi gave a brief update on upcoming events. Planning Commission has finalized  
35 their memo and recommendation regarding the Periodic Update of the Comprehensive Plan  
36 which will be coming to Council September 26, 2024. The housing section will need to be  
37 discussed and finalized by Council.

38  
39 **Mayor's Report**

- 40  
41
  - Thank you to all of our volunteers on City boards and commissions.
  - Had a productive meeting with Administrator Hill, Director Hofman and a representative  
42 from Senator Cantwell’s office regarding the Lakefront Property.

43

- 1 • Picnic in the Park was a huge success.
- 2 • Speed has continued to drop on NE 178<sup>th</sup> Street.

3  
4 **City Administrator Report**

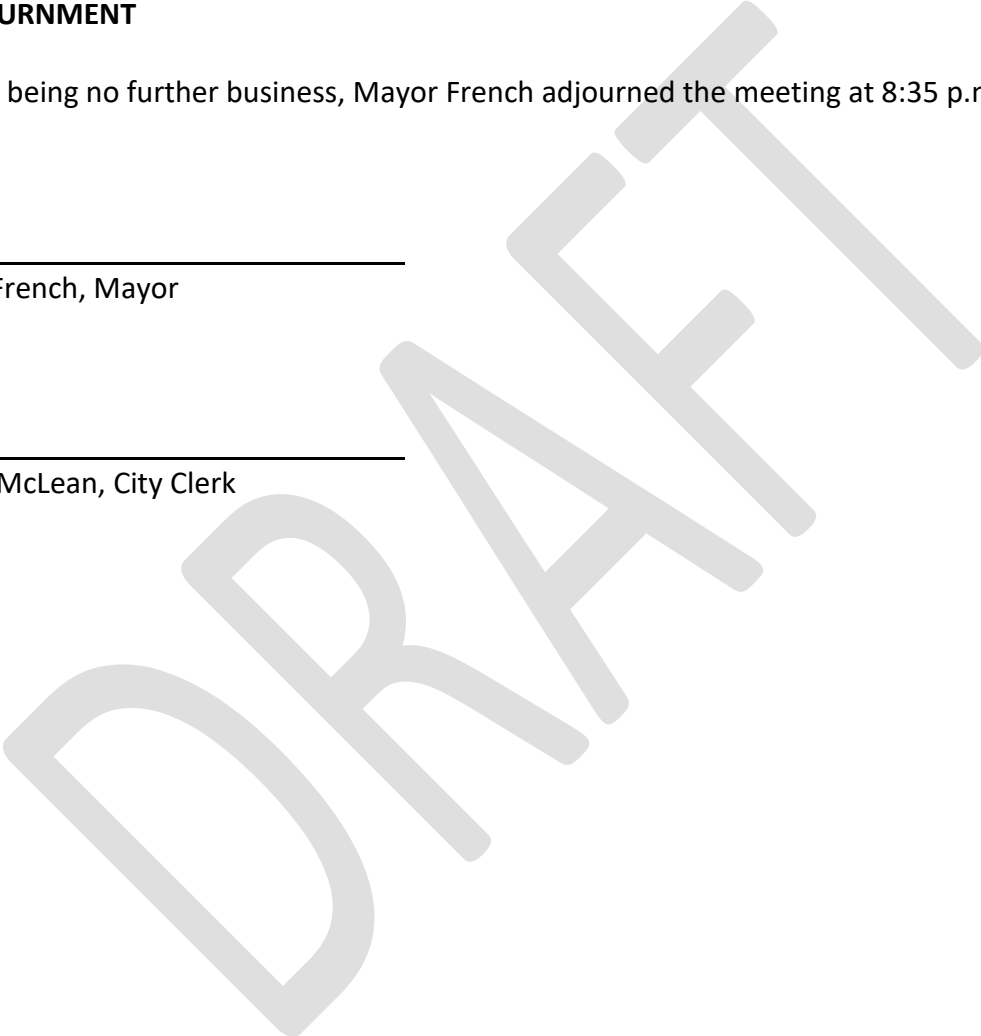
- 5
- 6 • Staff retirements: Scott Walker, Public Works Superintendent and Calvin Killman,  
7 Building Official

8  
9 **ADJOURNMENT**

10  
11 There being no further business, Mayor French adjourned the meeting at 8:35 p.m.

12  
13  
14  
15 \_\_\_\_\_  
16 Tom French, Mayor

17  
18  
19  
20 \_\_\_\_\_  
21 Matt McLean, City Clerk



**CITY OF LAKE FOREST PARK  
CITY COUNCIL WORK SESSION MEETING MINUTES  
September 12, 2024**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**It is noted this meeting was held in person in the Emergency Operations Center at City Hall and virtually via Zoom.**

**Councilmembers present:** Lorri Bodi, Deputy Mayor; Tracy Furutani, Vice Chair; Larry Goldman, Paula Goode, Ellyn Saunders

**Councilmembers absent:** Jon Lebo, Semra Riddle

**Staff present:** Tom French, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Mike Harden, Police Chief; Mark Hofman, Community Development Director; Matt McLean, City Clerk

**Others present:** 3 visitors

**CALL TO ORDER**

Mayor French called the September 12, 2024 City Council work session meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

**Deputy Mayor Bodi moved to adopt the agenda as presented. Cmbr. Furutani seconded. The motion to adopt the agenda as presented carried unanimously.**

**COUNCIL DISCUSSION TOPICS**

**Police Pursuit Policy**

Police Chief Harden gave a brief presentation and responded to questions.

Cmbr. Goldman arrived at 6:10 p.m.

**RESOLUTION 24-1963/Authorizing the Mayor to sign an Agreement for Consultant Services with Cascadia Consulting Group, Inc. for Climate Planning Support**

Director Hofman introduced the item and responded to questions. It will be brought back for consideration in the Regular Meeting.

**Continued discussion regarding Multimodal Healthy Street Pilot Proposal**

Cmbr. Goldman presented the map for proposed healthy streets and responded to questions along with Administrator Hill. Administrator Hill stated the map would be updated to show the



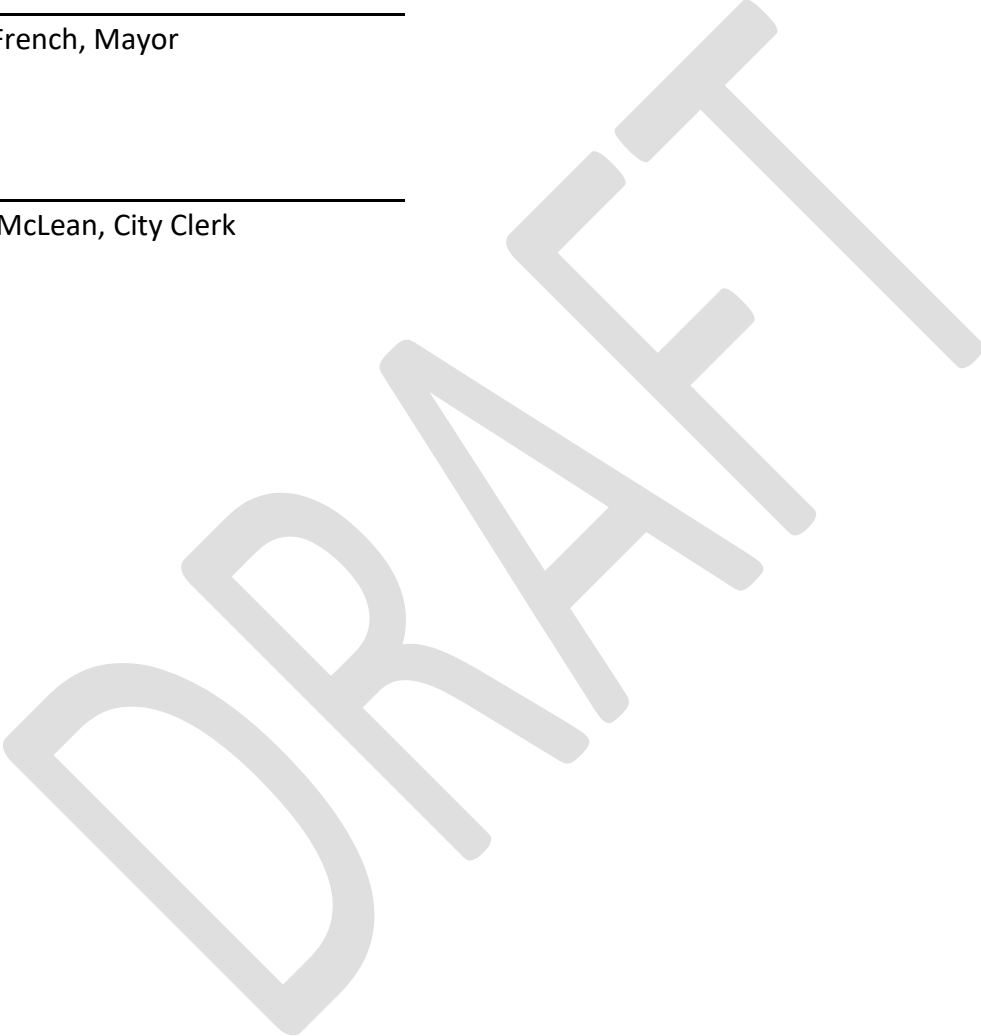
1 streets that are eligible for the Healthy Streets program and brought back for consideration at a  
2 future meeting.

3  
4 **ADJOURNMENT**

5  
6 There being no further business, Mayor French adjourned the meeting at 6:38 p.m.

7  
8  
9  
10 \_\_\_\_\_  
11 Tom French, Mayor

12  
13  
14  
15 \_\_\_\_\_  
16 Matt McLean, City Clerk



**CITY OF LAKE FOREST PARK  
CITY COUNCIL BUDGET AND FINANCE COMMITTEE MEETING MINUTES  
September 19, 2024**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**It is noted that this meeting was held in person in the Emergency Operations Center at City Hall and virtually via Zoom.**

**Budget & Finance Committee members present:** Jon Lebo, Chair; Semra Riddle, Vice Chair; Paula Goode; Tracy Furutani, Larry Goldman, Lori Bodi

**Budget & Finance Committee members absent:** Ellyn Saunders

**Staff present:** Tom French, Mayor; Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Matt McLean, City Clerk

**Others present:** 2 visitors

**CALL TO ORDER**

Chair Lebo called the September 19, 2024, City Council Budget and Finance Committee meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

**Vice Chair Riddle moved to adopt the agenda as presented. Cmbr. Goode seconded. The motion to adopt the agenda as presented carried unanimously.**

**CITIZEN COMMENTS**

Sarah Phillips commented on the need for the Council to commit funding for the Climate Action Plan and the need to hire an employee to oversee it.

**NEW BUSINESS**

***Mayor's Proposed Revenue Projections for 2025-2026***

Director Vaughn gave a brief presentation on projected revenues for the 2025-2026 biennium.

***Levy Consultant Update***

Administrator Hill gave an update on hiring a consultant to explore a levy lid lift in 2025. The consultant will conduct a survey in the fall to gauge public interest in a possible levy in 2025.

1 **ADJOURNMENT**

2  
3 There being no further business, Chair Lebo adjourned the meeting at 8:15 p.m.

4  
5  
6  
7 \_\_\_\_\_  
8 Jon Lebo, Chair

9  
10  
11  
12 \_\_\_\_\_  
13 Matt McLean, City Clerk

City of Lake Forest Park  
SORTED TRANSACTION CHECK REGISTER  
09/26/2024

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, an Accounts Payable Dated 09/26/24 CLAIM FUND Check Nos. 86748 through 86806 in the amount of \$178,470.86, a Pre-paid Accounts Payable Dated 09/19/24 CLAIM FUND Check Nos. 86807 in the amount of \$379.50, a 09/08/24 PAYROLL FUND ACH transaction in the amount of \$179,700.73, a DIRECT DEPOSIT transaction in the amount of \$194,569.16, are approved for payment this 26th day of September 2024.

**Additional approved transactions are:**

- ACH transaction Elavon in the amount of \$1,351.52
- ACH transaction Invoice Cloud in the amount of \$2,171.95
- ACH transaction State of Washington in the amount of \$9,252.17
- ACH transaction Wex Bank – Chevron in the amount of \$58.67
- ACH transaction US Bank Credit Card in the amount of \$40,989.90

Total approved claim fund transactions: \$606,944.46

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Committee

# Accounts Payable

## Checks by Date - Summary by Check Date

User: tbaker@cityofflp.gov  
 Printed: 9/19/2024 1:47 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	ELAVON	Elavon	09/19/2024	1,351.52
ACH	INVLOUD	Invoice Cloud	09/19/2024	2,171.95
ACH	STATETAX	State of Washington	09/19/2024	9,252.17
ACH	WEXBANK	Wex Bank - Chevron	09/19/2024	58.67
86748	AARDPEST	AARD Pest Control, Inc	09/19/2024	109.20
86749	ALLBATT	All Battery Sales & Service Inc.	09/19/2024	156.62
86750	ASPECT	Aspect Consulting, LLC	09/19/2024	3,293.75
86751	AURORARE	Aurora Rents, Inc.	09/19/2024	386.37
86752	AVOCETTE	Avocette Technologies Inc.	09/19/2024	62.50
86753	CADMAN	Cadman Materials, Inc.	09/19/2024	109.92
86754	CENTERFO	Center for Human Services	09/19/2024	50.00
86755	CENTURY2	Century Link	09/19/2024	106.56
86756	CHRISTOM	Marina Christopher	09/19/2024	700.00
86757	CINTASFI	Cintas First Aid & Safety	09/19/2024	223.33
86758	ISSAQUAH	City of Issaquah	09/19/2024	455.08
86759	CORRECT	Correct Equipment, Inc	09/19/2024	5,565.69
86760	DELACRUO	Olivia De La Cruz	09/19/2024	700.00
86761	FABULOUS	Fabulous Cleaners	09/19/2024	486.13
86762	GLANISTC	Chris Glanister	09/19/2024	600.00
86763	GRAINGER	Grainger	09/19/2024	903.24
86764	HOMEDPC	Department 32 - 2501271310 Home Depot	09/19/2024	175.81
86765	IIMC	International Institute of Municipal Clerks	09/19/2024	210.00
86766	CONFIDAT	James Santerelli Enterprises	09/19/2024	86.50
86767	JIMSUFIS	Jim's U Fish	09/19/2024	3,030.50
86768	JOHNSTON	Johnston Group, LLC	09/19/2024	3,925.00
86769	KAISER	Kaiser Foundation Health Plan of Washingt	09/19/2024	795.00
86770	KDHCONSU	KDH Consulting, Inc	09/19/2024	291.92
86771	KCADMIN	King County Finance	09/19/2024	63.00
86772	KCJAILWK	King County Finance	09/19/2024	10,242.60
86773	KCNETWRK	King County Finance	09/19/2024	824.00
86774	KCVICTIM	King County Finance	09/19/2024	92.58
86775	KCPET	King County Pet License	09/19/2024	155.00
86776	KCRADIO	King County Radio Communication Servic	09/19/2024	157.73
86777	LFPWATER	Lake Forest Park Water Dist	09/19/2024	1,710.57
86778	LEADS	LeadsOnline LLC	09/19/2024	7,673.00
86779	LOOMIS	Loomis	09/19/2024	446.21
86780	MadroLaw	Madrona Law Group, PLLC	09/19/2024	14,518.00
86781	MOON	Moon Security Service Inc.	09/19/2024	434.00
86782	NORTHUTI	Northshore Utility District	09/19/2024	19,136.04
86783	OFFICEDE	Office Depot, Inc.	09/19/2024	1,093.32
86784	OREILLY	O'Reilly Automotive Stores, Inc.	09/19/2024	54.73
86785	PACOFFA	Pacific Office Automation	09/19/2024	426.00
86786	PARRISH	Maurice Parrish	09/19/2024	26.52
86787	PATSTREE	Pat's Trees & Landscape Inc.	09/19/2024	17,869.20
86788	PEERLESS	Peerless Network, Inc	09/19/2024	1,039.61
86789	REPTILEM	Scott Petersen	09/19/2024	395.00
86790	PITNEYSU	Pitney Bowes Inc.	09/19/2024	634.34

Check No	Vendor No	Vendor Name	Check Date	Section 7, Item D.
86791	PSE	Puget Sound Energy	09/19/2024	395.91
86792	PSESINC	Puget Sound Executive Services, Inc.	09/19/2024	1,619.50
86793	RCRA	Regional Crisis Response Agency	09/19/2024	21,744.50
86794	SCJALL	SCJ Alliance	09/19/2024	22,585.45
86795	STAPLES	Staples Advantage	09/19/2024	69.67
86796	STATEAUD	State Auditor's Office	09/19/2024	4,795.50
86797	STATEFIN	State Treasurer's Office	09/19/2024	7,218.51
86798	SMHINC	Stewart MacNichols Harmell, Inc., P.S.	09/19/2024	10,056.00
86799	TRANSPO	Transpo Group USA Inc	09/19/2024	4,948.75
86800	TRANSSOL	Transportation Solutions Inc	09/19/2024	4,939.37
86801	TRANSUN	TransUnion Vantage Data	09/19/2024	0.39
86802	UTILUND	Utilities Underground Location Ctr.	09/19/2024	75.24
86803	VOOGTJ	Johannes Voogt	09/19/2024	140.00
86804	CRIMJUST	Washington Criminal Justice Training Com	09/19/2024	100.00
86805	DEPTLICC	Washington State Department of Licensing	09/19/2024	246.00
86806	WSPBCK	Washington State Patrol	09/19/2024	121.50
86807	MONTAGUE	Francisco Montague	09/19/2024	379.50
Total for 9/19/2024:				191,684.67
Report Total (64 checks):				191,684.67



# Accounts Payable

## Checks by Date - Summary by Check Date

User: tandrus@cityofflp.gov  
 Printed: 9/12/2024 1:22 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	09/06/2024	1,715.74
ACH	NAVIA	Navia Benefit Solutions, Inc.	09/06/2024	772.09
ACH	NAVIAFSA	Navia - FSA	09/06/2024	233.34
ACH	PFLTRUST	LFP PFL Trust Account	09/06/2024	2,014.58
ACH	TEAMDR	National D.R.I.V.E.	09/06/2024	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	09/06/2024	500.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	09/06/2024	1,688.53
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	09/06/2024	8,813.05
ACH	ZAWC	AWC	09/06/2024	41,130.98
ACH	ZDREAHE	Dream Ahead	09/06/2024	100.00
ACH	ZEMPSEC	Employment Security Dept.	09/06/2024	542.42
ACH	ZEMPWACA	Wa.Cares Tax	09/06/2024	889.16
ACH	ZGUILD	LFP Employee Guild	09/06/2024	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	09/06/2024	31,435.60
ACH	ZL&I	Washington State Department of Labor & I	09/06/2024	6,218.05
ACH	ZLEOFF	Law Enforcement Retirement	09/06/2024	15,099.29
ACH	ZLFPIRS	Lake Forest Park/IRS	09/06/2024	36,199.03
ACH	ZPERS	Public Employees Retirement	09/06/2024	23,421.38
ACH	ZTEAM	Teamsters Local Union #117	09/06/2024	212.34
ACH	ZWATWT	Washington Teamsters Welfare Trust	09/06/2024	7,735.70
Total for 9/6/2024:				179,700.73
Report Total (20 checks):				179,700.73

# Bank Reconciliation

## Checks by Date

User: tbaker@cityofflp.gov  
Printed: 09/19/2024 - 1:55PM  
Cleared and Not Cleared Checks

Section 7, Item D.



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	9/6/2024		DD 00506.09.2024	PR		194,569.16
Total Check Count:						1
Total Check Amount:						194,569.16

# Accounts Payable

## Checks by Date - Summary by Check Date

User: tbaker@cityofflp.gov  
 Printed: 9/19/2024 2:20 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
82403791	WRPA	Washington Recreation & Park Assoc.	09/12/2024	615.00
82405431	AMAZON	Amazon	09/12/2024	177.26
82405432	INNOCORP	Innocorp, Ltd	09/12/2024	549.00
82405434	WSoC	Western Society of Criminology	09/12/2024	290.00
82405435	AMAZON	Amazon	09/12/2024	37.99
82405436	FEDEXFRE	FedEx Freight	09/12/2024	516.57
82406311	DOLLARTR	Dollar Tree	09/12/2024	11.02
82406312	NWTROPHY	Northwest Trophy & Awards, Inc.	09/12/2024	125.59
82406313	NEOGOV	GovernmentJobs.com, Inc	09/12/2024	125.00
82406314	APAWA	American Planning Assoc. of WA	09/12/2024	100.00
82406315	APAWA	American Planning Assoc. of WA	09/12/2024	125.00
82406316	NEOGOV	GovernmentJobs.com, Inc	09/12/2024	125.00
82406317	NEOGOV	GovernmentJobs.com, Inc	09/12/2024	213.90
82410101	WCCMA	Washington City/County Management Assc	09/12/2024	30.00
82410102	RESIDENC	Residence Inn	09/12/2024	540.72
82427511	ADOBE	Adobe Inc.	09/12/2024	443.25
82427512	AMAZON	Amazon	09/12/2024	286.76
82427513	GODADDY	GoDaddy	09/12/2024	317.55
82427514	AMAZON	Amazon	09/12/2024	1,880.90
82427515	YUBICO	Yubico, Inc	09/12/2024	198.54
82427518	AMAZON	Amazon	09/12/2024	143.38
82427881	GUARDSEC	Guardian Security	09/12/2024	170.35
82427882	NATBARRI	National Barricade Co. LLC	09/12/2024	635.77
82427883	SEALIGHT	Seattle City Light	09/12/2024	34.47
82427884	SEALIGHT	Seattle City Light	09/12/2024	3,673.62
82427885	SEALIGHT	Seattle City Light	09/12/2024	17.45
82427886	SEALIGHT	Seattle City Light	09/12/2024	379.58
82427887	VERIZWIR	Verizon Wireless	09/12/2024	3,056.45
82427888	INTEGPHN	Integra Telecom, Inc.	09/12/2024	895.70
82427889	GOODTOGC	Good To Go	09/12/2024	1.25
82428501	WFOA	Washington Finance Officers Association	09/12/2024	50.00
82428502	WFOA	Washington Finance Officers Association	09/12/2024	50.00
82429901	CHIPOTLE	Chipotle Mexican Grill	09/12/2024	424.79
82434641	ALEXGOW	Alexander Gow Fire Equipment Co.	09/12/2024	270.36
82457001	APAWA	American Planning Assoc. of WA	09/12/2024	425.00
82457002	CATFOOT	Cat Footwear	09/12/2024	97.02
82468881	AMAZON	Amazon	09/12/2024	65.07
82470331	BIG5SPOR	Big 5 Sporting Goods	09/12/2024	207.52
82489531	WESTACE	Westlake Hardware WA-153	09/12/2024	34.16
82489532	NATLEAG	National League of Cities	09/12/2024	700.00
82489533	NATLEAG	National League of Cities	09/12/2024	700.00
82489534	ATTYNOTA	Attorney & Notary Supply	09/12/2024	333.57
82489535	AMAZON	Amazon	09/12/2024	119.75
82489536	AMAZON	Amazon	09/12/2024	25.36
82492711	ESRI	ESRI	09/12/2024	2,638.49
82496351	RESIDENC	Residence Inn	09/12/2024	360.48
83105433	AMAZON	Amazon	09/12/2024	102.43

Check No	Vendor No	Vendor Name	Check Date	Section 7, Item D.
83127516	MICROSOFT	Microsoft Corporation	09/12/2024	-32.08
83127517	AMAZON	Amazon	09/12/2024	132.35
83127519	AMAZON	Amazon	09/12/2024	17.63
824275111	VEEAM	Veeam Software	09/12/2024	4,368.81
824275112	AMAZON	Amazon	09/12/2024	547.00
824275113	AMAZON	Amazon	09/12/2024	180.80
824275114	AMAZON	Amazon	09/12/2024	-242.64
824275115	ADOBE	Adobe Inc.	09/12/2024	7.68
824275116	AMAZON	Amazon	09/12/2024	-121.32
824275117	WASABI	Wasabi Technologies, Inc	09/12/2024	25.36
824275118	ADOBE	Adobe Inc.	09/12/2024	469.71
824278810	SMARSH	Smarsh	09/12/2024	2,188.56
824278811	PACTOP	Pacific Topsoils, Inc.	09/12/2024	863.37
824278812	SEALIGHT	Seattle City Light	09/12/2024	34.59
824278813	NWCASCA	Northwest Cascade, Inc.	09/12/2024	201.55
824278814	SOUNDSEC	Sound Security Inc. (Sonitrol)	09/12/2024	1,858.91
824278815	SOUNDSEC	Sound Security Inc. (Sonitrol)	09/12/2024	151.67
824278816	SEALIGHT	Seattle City Light	09/12/2024	143.86
824278817	LEXISNEX	LexisNexis Risk Data Mgmt. Inc.	09/12/2024	136.71
824278818	SEATIMEA	The Seattle Times	09/12/2024	915.00
824278819	NATBARRI	National Barricade Co. LLC	09/12/2024	635.77
824278820	NWCASCA	Northwest Cascade, Inc.	09/12/2024	526.11
824278821	NWCASCA	Northwest Cascade, Inc.	09/12/2024	439.07
824278822	SUMMITLA	Summit Law Group PLLC	09/12/2024	1,687.00
824278823	SUMMITLA	Summit Law Group PLLC	09/12/2024	493.50
824278824	VERIZWIR	Verizon Wireless	09/12/2024	3,039.86
Total for 9/12/2024:				40,989.90
Report Total (73 checks):				40,989.90



We recommend that the Council support Lake Forest Park Municipal Court’s participation in the Interpreter Reimbursement Program. We continue to provide certified court interpreters to all court customers who access justice in our court. This is a one-touch request as it is time-sensitive and routine for the Court.

**Fiscal & Policy Implications**

The Court will be reimbursed up to \$3,415 for interpreter services.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"><li>• Approve</li></ul>	Court could receive reimbursement for interpreter services
<ul style="list-style-type: none"><li>• Deny</li></ul>	Court would receive no reimbursement for interpreter services

**Staff Recommendation**

Approve Resolution 24-1967 to authorize the Mayor to Sign an Interagency Agreement IAA25475 between the Washington State Administrative Office of the Courts and the Lake Forest Park Municipal Court regarding Interpreter Reimbursement.



**RESOLUTION NO. 24-1967**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS FOR MUNICIPAL COURT INTERPRETER AND LANGUAGE ACCESS SERVICE EXPENSES FOR THE PERIOD 2024-2025**

**WHEREAS**, the City of Lake Forest Park Municipal Court has a need to improve access to the Court for limited English proficient, deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43; and

**WHEREAS**, the Washington State Administrative Office of Courts will provide reimbursement costs to the City of Lake Forest Park for costs related to the use of interpreter services; and

**WHEREAS**, the City of Lake Forest Park and the Washington State Administrative Office of the Courts have negotiated a new Interagency Agreement to provide for reimbursement costs to the City for interpreter services.

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

Section 1. AUTHORIZATION. The Mayor is authorized to sign the Interagency Agreement with the Washington State Administrative Office of the Courts to provide the Lake Forest Park Municipal Court funds for court interpreter and language access service expenses for the period 2024-2025, a copy of which is attached hereto 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 \_\_\_\_\_ day of September, 2024.

APPROVED:

\_\_\_\_\_  
Thomas French  
Mayor

ATTEST/AUTHENTICATED:

---

Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1967

**INTERAGENCY AGREEMENT IAA25475**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**LAKE FOREST PARK MUNICIPAL COURT**  
**FOR THE LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM (LAIRP)**

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Lake Forest Park Municipal Court (Court), for the purpose of distributing funds for court interpreter and language access service expenses to the Court. AOC and Court will be referred to individually as the “party” and collectively as the “parties”.

**I. DEFINITIONS**

For purposes of this agreement, the following definitions shall apply:

- A. “Certified Interpreter” means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (2) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at <http://www.courts.wa.gov/programs/orgs/pos/interpret/>. The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- B. “Registered Interpreter” means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at <http://www.courts.wa.gov/programs/orgs/pos/interpret/>.
- C. “Qualified Interpreter” means a spoken language interpreter as defined in RCW 2.43.020 (5), or sign language interpreter as defined in RCW 2.42.110 (2).
- D. “Qualifying Event” means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

**II. PURPOSE**

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, hard of hearing, and deaf/blind (D/HH/DB) individuals in accordance with RCW Chapters 2.42 and 2.43.

- A. These funds are intended to address each court's following needs:
  1. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
  2. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
  3. Need for Language Access in General – i.e., translations, customer service, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for LEP and D/HH/DB individuals.

### III. DESCRIPTION OF SERVICES TO BE PROVIDED

- A. The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.
- B. The Court agrees to track and provide interpreter cost and usage data through the web application provided by the AOC Language Access and Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- C. The Court agrees to provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- D. The Court agrees to work with the AOC Interpreter Program, the Interpreter and Language Access Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- E. The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter and Language Access Commission and Interpreter Program.
- F. The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit A** as set forth; while such payments will not be reimbursed, court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.
- G. The Court is required to have a Language Assistance Plan (LAP) in place to participate in this program.
  1. The Court must submit the most recent version of their LAP to the AOC Project Manager by **October 31, 2024**, at [LAP@courts.wa.gov](mailto:LAP@courts.wa.gov).
  2. The Court must complete the LAP survey conducted by the AOC, which assesses LAP compliance and needs for WA State trial courts, by **October 31, 2024**. The link to the survey can be found here: [Language-Access-Plan-Survey](#)
  3. The Court agrees to work with the AOC LAP Coordinator to update and revise the LAP for final approval by the AOC.
  4. The Court certifies that they will exercise reasonable due diligence in maintaining and updating their LAP as require by law.

### IV. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2024**, regardless of the date of execution and which shall end on **June 30, 2025**.

### V. COMPENSATION

- A. The Court shall be reimbursed a maximum of **\$3,415** for interpreter and language access services costs incurred during the period of July 1, 2024 to June 30, 2025. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2025.

- B. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.
- C. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, corresponding data (*See subsection III.B.*), and the AOC approved LAP (*See subsection III.G.*), are received and approved by AOC, pursuant to the following schedule:
  - 1. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2024 and September 30, 2024, must be received by the AOC no later than December 31, 2024.
  - 2. Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2024 and December 31, 2024, must be received by the AOC no later than February 28, 2025.
  - 3. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2025 and March 31, 2025, must be received by the AOC no later than May 31, 2025.
  - 4. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2025 and June 30, 2025, must be received by the AOC no later than July 15, 2025.
- D. The Court shall make reasonable efforts to submit invoices by the due date. Any supplemental invoices submitted after the due date must be reported to the AOC for approval which may be processed at the discretion of the AOC Project Manager.
- E. The Court shall submit its A-19 invoices quarterly through the web application.  
The Data shall be submitted electronically to the AOC as described in Section III.B., above, and in conjunction with the quarterly invoice.
- F. The Court shall submit documents related to reimbursement claims upon request by the AOC, including but not limited to translated materials or invoices for goods and services.
- G. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- H. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days after each quarterly deadline, provided that the invoice and data report are complete and accurate.
- I. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

## VI. REVENUE SHARING

- A. The AOC, in its sole discretion, may initiate revenue sharing. The AOC will notify the Court no later than May 1, 2025 that the AOC intends to reallocate funding among courts in the program. If the AOC determines the Court may not spend all monies available under the Agreement, then the AOC may reduce the Agreement amount. If the AOC determines the Court may spend more monies than available under the Agreement and for its scope, then the AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, the Court will receive a Notification Letter with the revised budget. The Notification Letter is deemed final and the Court shall not receive



any payment exceeding the revised contract limit.

## **VII. TREATMENT OF ASSETS AND PROPERTY**

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

## **VIII. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 196 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

## **IX. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **X. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **XI. RECORDS, DOCUMENTS, AND REPORTS**

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

**XII. RIGHT OF INSPECTION**

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

**XIII. DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

**XIV. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**XV. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

**XVI. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**XVII. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**XVIII. SEVERABILITY**

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.



**EXHIBIT A****WASHINGTON STATE LANGUAGE ACCESS AND INTERPRETER REIMBURSEMENT PROGRAM FUNDING****FUNDING CONDITIONS AND PAYMENT STRUCTURE**

The Language Access and Reimbursement Program funding conditions and payment structure shall be as follows:

**1. GENERAL FUNDING CONDITIONS**

The Washington State Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 "Qualifying Interpreter Events."

It also includes goods and services that improve language access, listed under Section 3 "Language Access Goods and Services".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

**2. QUALIFYING INTERPRETING EVENTS****A. Spoken Language Interpreters Qualifying Events**

AOC will reimburse courts for 50% of the actual expenses for services of AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

**B. Sign Language Interpreters Qualifying Events**

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters

(CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:

<https://fortress.wa.gov/dshs/odhapps/Interpreters/CourtInterpreter.aspx>

### **C. Staff Interpreters (Salaried Staff)**

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

### **D. Telephonic and Video Remote Interpreting and Services for Legal Proceedings**

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

## **3. LANGUAGE ACCESS GOODS AND SERVICES**

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

Courts shall submit documents related to reimbursement claims under goods and services, including original and translated materials for translation services, and applicable invoices for other goods and services, upon request by the AOC.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Translation services
- Telephonic interpreter services for events outside of court proceedings
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Staff training on language access, interpreting, or bilingual skills improvement
- Interpreter scheduling software fees
- Printed signage for language assistance purposes

Items or services not listed above must be pre-approved (via email) by Language Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

## **4. SCOPE OF REIMBURSEMENT FUNDING**

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants



of the Court responsible for full payment.

## 5. PAYMENT STRUCTURE

### A. Reimbursement Rate

#### a) **Spoken Language Interpreters**

AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

#### b) **Sign Language Interpreters**

AOC will reimburse the Court for 50% of the cost of certified interpreters providing services under this Agreement.

#### c) **Staff Interpreters (Salaried Staff)**

AOC will reimburse the Court for 50% of the cost of AOC certified or registered staff interpreters.

#### d) **Contracted Interpreters**

The cost of certified, registered, or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day or flat rate basis, will be reimbursed at 50%.

#### e) **Remote Interpreting**

AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

#### f) **Cancellation Fees**

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

#### g) **Goods and Services**

AOC will reimburse the Court for 100% of the approved cost of goods and services related to language access in courts.

### B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.



**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"><li>• Approve the resolution</li></ul>	The checks would be canceled and the unclaimed money would be sent to the state
<ul style="list-style-type: none"><li>• Not approve the resolution</li></ul>	The unclaimed money would need to be tracked by the city in order to fulfill claims if someone were to claim it.

**Staff Recommendation**

Approve the Resolution.

**RESOLUTION NO. 24-1968**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, CANCELLING, PURSUANT TO RCW 39.56.040 CERTAIN CHECKS OF THE CITY OF LAKE FOREST PARK NOT PRESENTED TO THE CITY FOR PAYMENT WITHIN ONE YEAR OF THEIR ISSUE TO BE TURNED OVER TO THE STATE**

**WHEREAS**, the Director of Finance for the City of Lake Forest Park has advised the City Council that certain checks of the City of Lake Forest Park remain outstanding and have not been presented for payment within one year of their issue; and

**WHEREAS**, RCW 39.56.040 requires that all checks (other than registered or interest-bearing checks) issued by the City of Lake Forest Park shall be cancelled when not presented for payment within one year of issue; and

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

Section 1. The following checks of the City of Lake Forest Park, of which are neither registered or interest-bearing checks, and based on their issue date are hereby declared, pursuant to RCW 39.56.040, cancelled. Said checks shall no longer be recognized as authorization for payment of City monies.

<u>Check No.</u>	<u>Payee</u>	<u>Amount</u>	<u>Date of Issuance</u>
82264	Puget Sound Energy	\$432.60	04/08/2021
84469	Duane Tolpingrud	\$0.47	01/27/2023
84470	Kathy McCrary	\$64.42	01/27/2023
84472	Ronaldo and Deborah Gines	\$0.85	01/27/2023
84473	Pamela Hanlon	\$1.43	01/27/2023
84474	Jeff Snow	\$0.34	01/27/2023
84475	Erica Boberg	\$0.85	01/27/2023
84476	Robert Finney	\$21.86	01/27/2023
84477	Dan & Alicia Wilson	\$62.65	01/27/2023
84478	Glen & Michelle Lagrou	\$13.80	01/27/2023
84479	Suzanne Bertran	\$0.01	01/27/2023
84480	Stephanie Behen	\$0.01	01/27/2023
84481	B Kerschbaum	\$1.23	01/27/2023
84482	Jay Johnson	\$23.92	01/27/2023
84483	John Cain	\$5.70	01/27/2023
84484	Alice Nawas	\$0.01	01/27/2023
84485	Ali and Megan Nazari	\$8.32	01/27/2023
84486	Walter Hall	\$0.02	01/27/2023
84489	Julie Wade	\$0.51	01/27/2023
84490	Michael and Stefanie Monroe	\$0.62	01/27/2023
84491	Michael and Linda Bugni	\$0.01	01/27/2023
84493	Jeff Frazzini	\$0.04	01/27/2023
84494	David Oliver	\$0.02	01/27/2023
84495	Joyce and Doug Hawkinson	\$4.96	01/27/2023
84496	Don Oehlecker	\$0.67	01/27/2023

84497	Ronald Lemme	\$0.40	01/27/2023
84498	John Ferguson	\$0.10	01/27/2023
84499	Sydney Beier	\$64.14	01/27/2023
84500	Catherine King	\$0.01	01/27/2023
84501	Richard Newton	\$0.12	01/27/2023
84502	Kurt Beglau	\$56.95	01/27/2023
84503	Lars Nilsson	\$4.56	01/27/2023
84504	John Miyamoto	\$0.87	01/27/2023
84505	Irene Junejo	\$0.04	01/27/2023
84506	Park Peterson and Brice James	\$0.68	01/27/2023
84507	Merry Haggard	\$145.35	01/27/2023
84508	Louise Lailey	\$0.01	01/27/2023
84509	Jim Jerome	\$0.01	01/27/2023
84510	Ryan and Jessica Russell	\$0.24	01/27/2023
84511	James Kristjanson	\$0.01	01/27/2023
84512	Mark and Cynthis Wisdom	\$0.82	01/27/2023
84513	Sean Doyle	\$0.24	01/27/2023
84514	Bob Krause	\$0.40	01/27/2023
84515	Richard Ou	\$256.56	01/27/2023
84516	David Faires	\$0.52	01/27/2023
84517	Alan Banks	\$0.46	01/27/2023
84518	Michael Trickey	\$0.01	01/27/2023
84519	Stine-Brillault	\$0.26	01/27/2023
84520	Helen Hockett	\$0.26	01/27/2023
84521	Harold Thorsvig	\$1.07	01/27/2023
84522	Rebecca L'esperance	\$0.02	01/27/2023
84523	Allison Herman	\$0.76	01/27/2023
84524	Theodore and Tonya Collier	\$0.65	01/27/2023
84525	Rich and Crystal Conley	\$0.55	01/27/2023
84526	Arthur and Glori Johnson	\$0.45	01/27/2023
84527	Berdeena Austin	\$0.10	01/27/2023
84528	Brian Ross	\$0.13	01/27/2023
84529	David Anderson	\$1.82	01/27/2023
84530	Joseph Lewis	\$2.01	01/27/2023
84531	Randy & Sandra Long	\$13.35	01/27/2023
84532	Jeffrey Ried	\$25.42	01/27/2023
84533	Mark and Heidi Hoyt	\$0.01	01/27/2023
84534	Dana Roberts	\$0.01	01/27/2023
84535	Century21	\$0.61	01/27/2023
84536	Linda Stephens	\$0.58	01/27/2023
84537	Carol and Tim Carson	\$0.94	01/27/2023
84538	Karen Ritter	\$0.02	01/27/2023
84539	Howland Homes	\$0.60	01/27/2023
84540	Michael Tudhope	\$56.95	01/27/2023
84541	Sarah & Jeffrey Olson	\$0.86	01/27/2023
84542	Hodo/Vanderford	\$0.02	01/27/2023
84544	Stanley Graves	\$0.30	01/27/2023
84545	William Corbitt	\$0.01	01/27/2023
84546	Nancy Chang	\$0.27	01/27/2023
84548	Steven Schultz	\$64.14	01/27/2023
84549	Kathleen Hillman	\$0.17	01/27/2023
84550	Mary Ortega	\$2.77	01/27/2023
84551	Bruce Bartlett	\$0.26	01/27/2023
84552	Tal Mashat	\$17.93	01/27/2023
84553	Margret Koizumi	\$0.56	01/27/2023
84555	Scott & Stacy Molitor	\$17.50	01/27/2023
84556	Ralph Akins	\$28.48	01/27/2023
84558	Pam Graham	\$1.42	01/27/2023
84559	Clough/Meghann	\$0.10	01/27/2023



84560	Leonard & Amy Valenti	\$0.68	01/27/2023
84681	Puget Sound Energy	\$495.00	03/09/2023
84994	Timothy Gottesman	\$10.21	06/08/2023
85223	Kara and Michael Pierre	\$132.78	08/10/2023
85224	John Slattery	\$94.74	08/10/2023
85226	Adam Neer	\$1.50	08/10/2023
85228	1308 Legacy, LLC	\$17.30	08/10/2023
85232	Morgan Finn	\$154.50	08/10/2023

Section 2. All monies from the cancelled checks will be remitted to the State of Washington pursuant to Chapter 63.29 RCW, the “Uniform Unclaimed Property Act,” when deemed abandoned under same.

Section 3. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance 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        day of        , 2024.

APPROVED:

\_\_\_\_\_  
Tom French  
Mayor

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1968



City to choose from for this Project. Subsequently, a schematic design was selected, and the City now seeks to advance it to a 30% level.

A Request for Qualifications (RFQ) for 30% design of the Project was sent out using the MRSC Consultant Roster. The City received one response, from Consor North America, Inc. Their Statement of Qualifications (SOQ) for the Project is attached herewith as Attachment 2. City staff find their SOQ to be more than adequate.

The Consultant's scope and fee proposal to complete Phase 2: 30% Design of the Project is contained in the Professional Services Agreement attached herewith as Attachment 3. City staff find the scope and fee to be appropriate for the required work. Furthermore, during the Options Analysis phase of this Project, City staff were satisfied with the Consultant's performance. Based on prior performance, their SOQ, and their SOW, DPW finds Consor North America, Inc. most qualified and best positioned to efficiently and effectively complete 30% design of the Project.

**Fiscal & Policy Implications**

This Project, design and construction, is supported by the Sewer Capital Fund.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>• Adopt Resolution</li> </ul>	The City will contract with Consor North America, Inc. for the Beach Drive Lift Station – Phase 2: 30% Design.
<ul style="list-style-type: none"> <li>• No Action</li> </ul>	The City will not contract with Consor North America, Inc.

**Staff Recommendation**

Move to adopt Resolution 24-1969.

**RESOLUTION NO. 24-1969**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH CONSOR NORTH AMERICA, INC. FOR PHASE 2: 30% DESIGN OF THE BEACH DRIVE LIFT STATION PROJECT**

---

**WHEREAS**, the City desires to complete 30% design of the Beach Drive Lift Station, having undertaken an Options Analysis for this project earlier this year; and

**WHEREAS**, the Consultant was retained to complete the Options Analysis, and City staff were satisfied with the Consultant’s performance of this contract work, and finds them qualified and best positioned to efficiently advance the project design to a 30% level; and

**WHEREAS**, the Consultant responded to an RFQ and provided the City with a proposal to complete 30% design 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 the Professional Services Agreement with Consor North America, Inc. included herewith as Attachment 1.

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

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

APPROVED:

---

Tom French  
Mayor

ATTEST/AUTHENTICATED:

---

Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.:





CITY OF LAKE FOREST PARK

# Beach Drive Lift Station

September 13, 2024

September 13, 2024

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

**RE: City of Lake Forest Park Beach Drive**

Dear Ms. Phillips and Selection Committee Members:

Having successfully completed the Options Analysis Memorandum for the Beach Drive Lift Station earlier this year, we are excited to continue our partnership with the City of Lake Forest Park (City) for the preliminary design portion of the project. The same team of Adam Schuyler and Jake Colberg, with the addition of Peter Cunningham for technical expertise and quality management, are ready to jump into the next phase while looking out for the City’s preferences expressed during conceptual alternative analysis. Selecting our team benefits the City for the following reasons.

**TECHNICAL EXPERTISE ADAPTED TO CITY NEEDS:** We will hit the ground running and use our experience working with you on the options analysis memorandum for the Beach Drive Lift Station to streamline the 30% design process. Both Adam Schuyler (Project Manager, Principal-in-Charge) and Jake Colberg (Project Engineer) provided engineering services during the options analysis portion of the project, and their knowledge of the City’s preferences for lift station design as well as the challenges posed by the project area will allow for a smooth continuation into preliminary design. Peter Cunningham brings years of valuable lift station design experience to benefit the team as Technical Advisor/Quality Manager, a role he recently filled for the preliminary design for the Ruby Creek Lift Station that Jake and Adam delivered for the City of Port Orchard.

We’ve bolstered our team by partnering with CG Engineering for structural engineering services, Ciani and Hatch for geotechnical services, Cultural Resource Consultants for cultural resources services, Herrera Environmental Consultants for environmental services, and R&W Engineering for electrical engineering services.

**OUR TEAM SUCCESSFULLY DELIVERS LIFT STATIONS:** Adam and Peter have worked on over 10 lift station design projects together, for the City of Lacey, City of Port Orchard, and Silver Lake Water and Sewer District. Through this experience, Adam and Peter have developed an effective approach to delivering lift station designs that is directly applicable to the Beach Drive Lift Station Project. The approach includes frequent communication with the City and project team, operations staff engagement and input from kickoff through project completion, and clear and concise contract documents.

**CONSOR AVAILABILITY AND RESOURCES:** As important as it is to offer a highly qualified team that will listen to you, it is equally important to know that the team members will be available to you to complete your projects. Adam and Jake have engaged in frequent communication with the City during the options analysis phase of the project and during the creation of the scope and fee estimate for this project through continued discussion of critical area and geotechnical requirements.

We look forward to working with the City on this important project. We are confident that our experience-backed approach will lead to the efficient 30% design of the Beach Drive Lift Station and the development of a high-value, constructible design that minimizes O&M needs. As Principal-in-Charge, Adam Schuyler commits Jake, Peter, and himself through the life of the project. The team is also supported by 40 staff throughout our Tacoma, Seattle, and Bellevue offices.

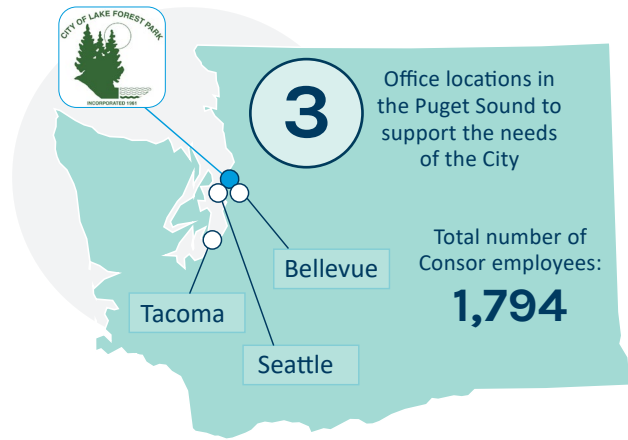
Please do not hesitate to email or call if you should need additional information or have any questions regarding our proposal.

Sincerely,  
Conсор



Adam Schuyler, PE, PMP | *Project Manager, Principal-in-Charge*  
206.462.7042 | adam.schuyler@consoreng.com

# Key Personnel Qualifications with Relevant Project Experience



*Adam and his team have demonstrated effectiveness and a City focus through successful delivery of On-Call Work Assignments, and the Beach Drive Lift Station Options Analysis.*



## FAMILIAR TEAM WITH EXPERIENCE

Consor and specialty subconsultant CG Engineering (CG) offer the City of Lake Forest Park a group of experienced, dedicated, and capable individuals that have worked together on several recent projects with great success, including the **Beach Drive Lift Station Options Analysis**.

The Consor and CG staff listed to the right were instrumental parts of the Beach Drive Lift Station Options Analysis. These team members remain unchanged from that early phase of the project, benefiting the City with continuity through 30% design.

We have also bolstered our team with staff that will assist the project. Consor has worked with Ciani & Hatch, Cultural Resource Consultants, Herrera Environmental Consultants, and R&W Engineering on many projects in the greater Seattle area. **This provides a benefit to the project as the understanding of local stakeholders, permits, and field conditions helps the team hit the ground running on 30% design components.**

The role of each key team member on this project and recent projects illustrating their experience are described on the following pages.

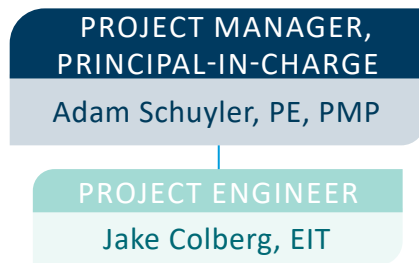
## Organizational Chart

Consor is excited to continue to provide responsive and high-quality consulting services to the City with the following team:



### SUBCONSULTANT KEY

- 1 CG Engineering
- 2 Ciani & Hatch Engineering
- 3 Cultural Resource Consultants
- 4 Herrera Environmental Consultants
- 5 R&W



**Technical Advisor/  
Quality Manager**  
Peter Cunningham, PE

KEY TEAM MEMBERS	
Cost Estimating Bob Griesinger, CPE	Geotech Whitney Ciani <sup>2</sup>
Constructability Review/ Construction Management Drew Randolph, CCM	Cultural Resources Margaret Berger <sup>3</sup>
Structural Lead Joe Galusha, PE, SE <sup>1</sup>	Environmental Liliana Hansen <sup>4</sup>
	Electrical Lead Jeff Howard, PE <sup>5</sup>



## Subconsultant Firms



### **CIANI & HATCH ENGINEERING** *Geotechnical Engineering*

Ciani & Hatch Engineering PLLC (CHE) is a woman-owned, woman-led geotechnical engineering firm consisting of three engineering staff located in Idaho and Washington. CHE was founded in May 2023 to create a space where women and minorities can thrive while expanding the definition of success within the A/E industry. The founders, Whitney Ciani and Mikayla Hatch have over 24 years of experience working with local municipalities on utility pipeline, retaining wall, multi-use pathway, flexible and rigid pavement, road widening/improvement, stormwater detention and retention facilities, infiltration facilities, fish passage/fish barrier removal, and bridge replacement projects. They are passionate engineers committed to improving our communities and local infrastructure. CHE has significant experience working with Consor on projects for local agencies throughout Puget Sound. Regardless of project size, CHE delivers quality geotechnical design and practical, cost-effective solutions for their clients. CHE is a certified SBE (Certification No. 21346634), a Federal DBE (Certification No. D2F0028657), and a Washington State WBE (Certification No. W2F0028657).



### **CG ENGINEERING** *Structural Engineering*

Founded in 1997, CG Engineering (CG) offers almost three decades of experience working with municipalities, public agencies, architects, and engineers on structural engineering projects throughout Western Washington. They employ an experienced team of engineers, as well as AutoCAD technicians and administrative staff. Their team of 29 individuals efficiently handles complex projects from early pre-design through development and construction. They emphasize outstanding customer service that builds lasting relationships within our industry and beyond. CG has a great working relationship as a structural subconsultant to Consor, and has teamed with Consor on 43 projects over the last 15 years, including the design of pump stations, treatment facilities, and related infrastructure for public agencies throughout the Pacific Northwest region.



### **CULTURAL RESOURCES CONSULTANTS** *Cultural Resources*

Cultural Resource Consultants (CRC) is a Washington State certified woman-owned small business (#W2F0024849) offering professional services related to the identification, evaluation, and management of heritage resources. CRC was established in January 2001 and has a single office in Seattle. CRC has prior experience working on public utility projects including drinking water, wastewater, and low impact development stormwater improvements in compliance with local, state, and federal regulations. CRC has completed over 150 projects in King County and has served as a sub-consultant on several on-call contracts in Seattle and King County, including as a sub-consultant to Consor on SPU's Drainage and Wastewater On-Call (Category A). A CRC hallmark has been developing pragmatic project solutions that address the spirit and letter of cultural resource regulations and best management practices.



### **HERRERA ENVIRONMENTAL CONSULTANTS** *Environmental*

Founded in 1980, Herrera is an employee-owned business with over 100 employees in four offices in the Pacific Northwest: Portland, Seattle, Bellingham, and Missoula. Herrera provides a full range of civil and environmental engineering, landscape architecture, and natural resource services to public and private sector clients. Staff from multiple disciplines work closely together to understand project constraints and opportunities and to develop cost-effective solutions, enabling clients to obtain permits and build successful projects. Herrera's staff is experienced in comprehensive stormwater planning and management, including assessment of upland and instream water quality, habitat, and flooding conditions; identification and prioritization of problem areas; prioritization of capital and programmatic basin recommendations; cost estimation and design. Stormwater planning is a crucial step in laying plans for protecting and restoring water resources, as jurisdictions identify measures to both mitigate for past damage to aquatic systems, as well as plan for future protection of aquatic resources as development pressures continue. Herrera's diverse experience allows them to anticipate and address the wide range of issues that often arise in stormwater planning and management efforts, and their reputation for producing clear, high-quality products allows their plans to be quickly and easily adopted and implemented by their clients. Because of their robust experience with National Pollutant Discharge Elimination System (NPDES) and Environmental Science Associates (ESA) requirements, Herrera understands how to provide stormwater planning and management that will support applicable regulatory requirements



### **R&W ENGINEERING** *Electrical*

R&W Engineering provides electrical, mechanical, and automation engineering services for municipal, industrial, commercial, institutional, and governmental clients. R&W has been involved in the design of water and wastewater applications and analysis. This includes plant projects designs, construction observation, start-up, and programming. Their engineering staff is very familiar with the electrical requirements for water pumping and control.

# Qualifications / Expertise of Firm

Our philosophy at Consor is to provide robust, well-thought-out designs that are easy to maintain over the life of the lift station. Because every utility is unique, operations and maintenance staff input is critical so that the completed project meets City standards and includes features that reduce or simplify maintenance. We'll also discuss new ideas with your staff based on what has worked well for other utilities. Our work on the Beach Drive Lift Station Options Analysis will give us a good start, as we understand City preferences on the configuration and location of the proposed lift station, as well as the difficulties that may be presented by the critical areas surrounding the project site.

With over 750 water/wastewater projects completed in Washington, Consor staff has developed a comprehensive understanding of laws and regulations for public utility systems, including regulations of the Washington State Department of Ecology (Ecology).

We are actively involved in associations such as the Hydraulic Institute (HI), American Water Works Association (AWWA), Pacific Northwest Clean Water Association (PNCWA), American Public Works Association (APWA), and other industry groups that provide our staff with the tools and training to stay abreast of the latest industry news and technology.

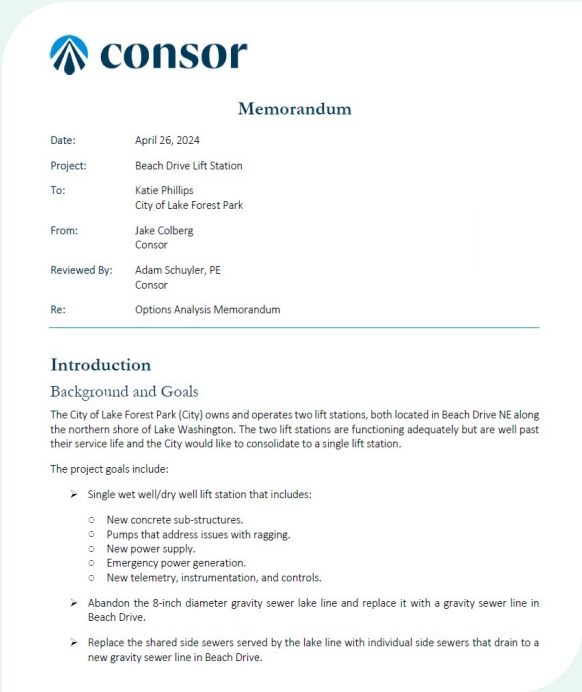
## PROJECT UNDERSTANDING

The City of Lake Forest Park owns and operates two lift stations, both located in Beach Drive NE along the northern shore of Lake Washington. The two lift stations are functioning adequately, but are well past their service life and the City would like to consolidate to a single lift station. The new lift station is to have a wet well/dry well configuration and will be located within the City right-of-way in Beach Drive to minimize any potential impact to an upcoming waterfront park project. The City has a number of additional project goals they would like to achieve:

- Install pumps which address the ragging issues that the current lift stations are facing.
- Install a new standby power generator to allow lift station operation during power outages.
- Abandon the 8-inch diameter gravity sewer lake line and replace it with a gravity sewer line in Beach Drive.
- Replace the shared side sewers served by the lake line with individual side sewers that drain to a new gravity sewer line in Beach Drive.

This project will implement Alternative 1A from the Consor-authored "Options Analysis Memorandum" dated April 26, 2024. Major design elements will include:

- A wet well/dry well lift station containing two solids handling pumps that address ragging issues.
- A new standby power generator.
- New telemetry, instrumentation, and controls.
- A new gravity sewer line within Beach Drive to replace the existing lake line.

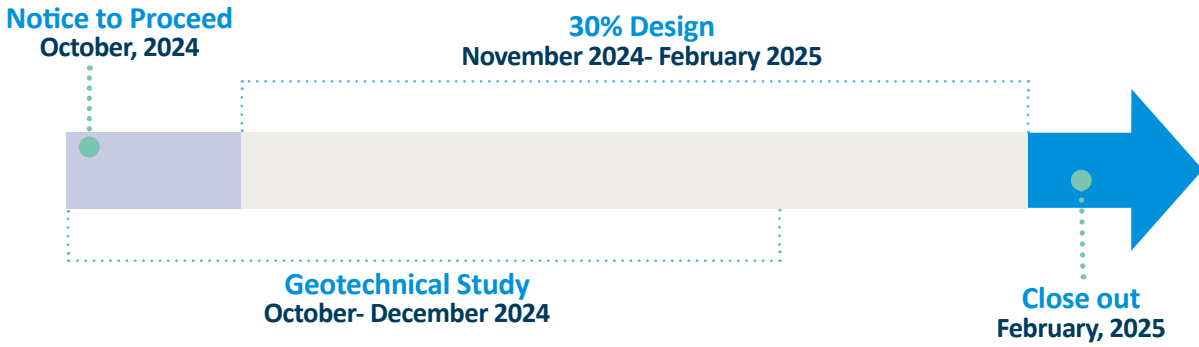


## Beach Drive Lift Station Options Analysis Memorandum

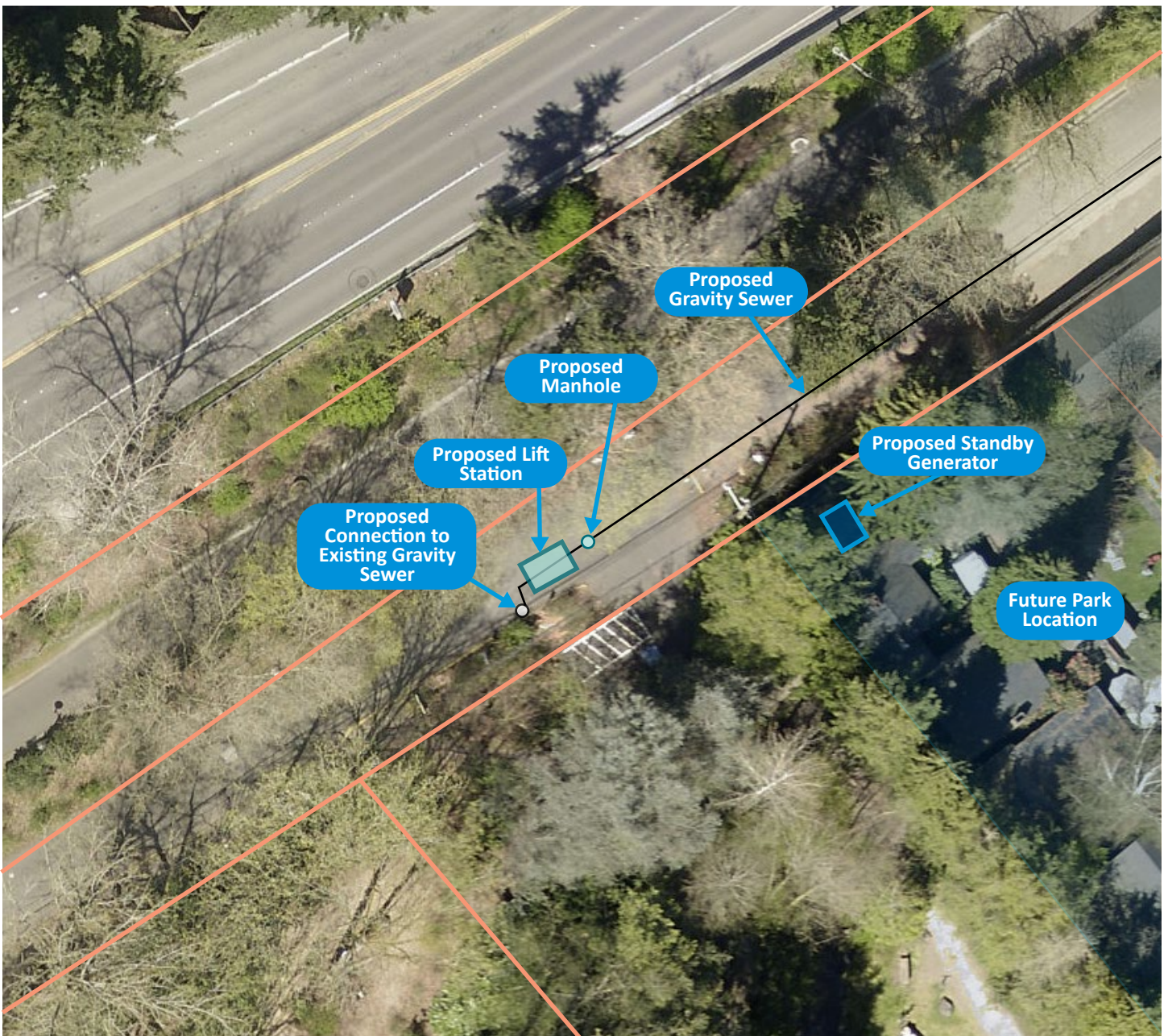
Consor provided an Options Analysis memorandum for the lift station, which presented three alternatives with varying configurations for a new lift station in Beach Drive. The City indicated they are interested in moving forward with Option 1A from the memorandum, which includes a new wet well/dry well lift station and approximately 410 feet of new gravity sewer.



PROPOSED BEACH DRIVE LIFT STATION 30% DESIGN SCHEDULE



Conceptual Beach Drive Lift Station Site Plan



## EXAMPLE OF CONSOR LIFT STATION DESIGN APPROACH

### Alternatives Analysis/Pre-Design

- Complete field evaluations- structural, mechanical, electrical/instrumentation, hydraulic, etc.
- Confirm/project design flows and confirm available downstream capacity, as appropriate
- Initiate utility coordination
- Initiate permit log/risk register
- Review lift station configuration and confirm duplex wet well/dry station
- Develop preliminary design report, plans, and cost estimate for District review.
- Complete SEPA and any preliminary land use permits
- Confirm preferred site location and begin property acquisition discussions if applicable

### Construction

- Support project through construction management and inspection
- Complete submittal reviews and respond to requests for clarification/information; review contractor pay request applications; review contractor schedules, and proactively identify potential challenges

### Project Initiation

- Collect and review additional data, including City preferences/standards
- Develop draft project plan that outlines communication, schedules, QA/QC procedures, etc.
- Workshop with City to kickoff project and customize evaluation template

### Detailed Design

- Develop detailed design, progressing design elements to an appropriate level for each intermediate deliverable to allow for efficient review by City staff
- Update cost estimate(s) and complete constructibility reviews
- Submit for appropriate development/building permits

### Bid Period

- Coordinate publication of bid advertisement, log and respond to questions, issue addenda (if necessary), review bids, and recommend award

## EXPERIENCE WORKING WITH PUBLIC AGENCIES IN A SIMILAR DESIGN ROLE

In the past six years, Consor has worked on over 20 lift station projects within the Puget Sound region, providing support on design contracts for clients like the City. Many of our existing clients are of similar size to the City and have comparable goals regarding their infrastructure.

**RESPONSIVENESS:** To serve as an extension of City staff, our team must coordinate closely with City staff and be familiar with the City’s current standards and expectations. Our lift station experience for many similar public agencies throughout the Puget Sound, combined with our strong history of long-term client relationships, demonstrates our ability to communicate well and successfully deliver projects of broad size and scope.

All projects are unique and require flexibility throughout the design and construction process. To meet your goals of a low maintenance facility—meeting capacity, operational, and regulatory requirements—requires collaboration and communication. Our team has been proud to work with you on the Beach Drive Options Analysis, and our number one concern is giving you a complete design and construction support services so you’ll have a facility that you can be proud of. As your Project Manager and main point of contact, Adam will work with our team to stay on schedule and budget, and he will be readily accessible to City staff to resolve any issues that arise, so that we exceed your expectations.



# FULL-SERVICE DESIGN CAPABILITIES FOR UTILITY INFRASTRUCTURE AND SEWER LIFT STATIONS

Conсор has a full range of lift station and sewer design capabilities, including preliminary design, alternatives analysis, cost estimating, and final design. Our full time cost estimator helps us avoid surprises by providing accurate estimates and staying on top of expected changes in inflation and supply chain issues. We understand the importance of selecting the right equipment to optimize life cycle costs. Our team provides valuable expertise in surveying, geotechnical analysis, architectural and structural design, electrical design, and environmental/permitting support.

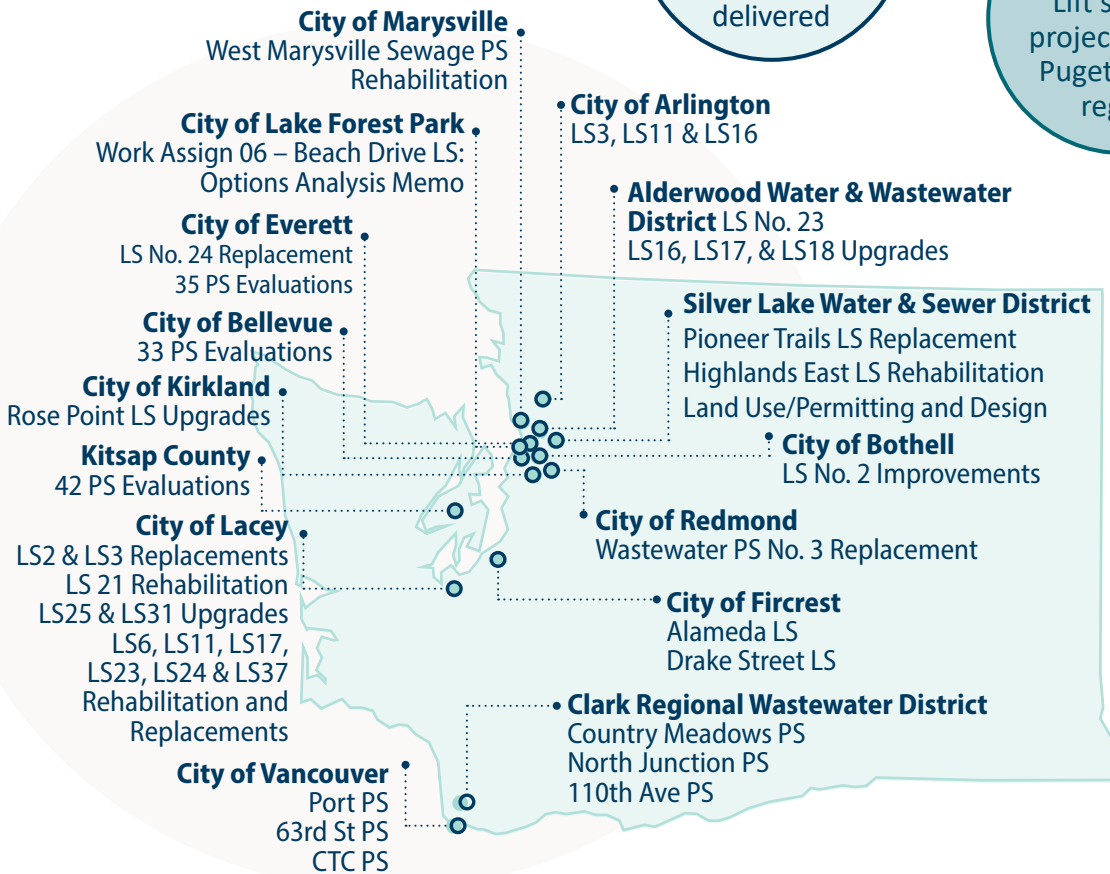
## Key Expertise

- Submersible Pumps
- Dry Pit Pumps
- Constant Speed Drives
- Variable Frequency Drives
- Pre-cast Structures
- Cast-In-Place Structures
- Caisson Installation
- Trenchless Pipe Installation
- Building and Canopy Design
- Hydraulic Modeling
- Manifold Force Main Analysis
- Basin Planning
- Emergency Storage Analysis
- Diesel Backup Pump Design
- Odor Control
- Surveying
- Geotechnical Services
- Electrical, Instrumentation, and Controls
- Environmental Permitting

## SEWER LIFT STATION PROJECTS IN WASHINGTON

**300+**  
Lift station projects successfully delivered

**85+**  
Lift station projects in the Puget Sound region



Our collective team of Adam, Jake, and Peter bring key lift station experience to this project. Our strong working relationship, coupled with Adam’s and Peter’s extensive experience in lift station design, provides a team that you can trust to get the job done.



CLIENT	LS/PS/FORCE MAIN	SERVICES			
		Condition Evaluation	Permitting	Design	Construction Support
◆ City of Lake Forest Park	Work Assignment 06 – Beach Drive LS: Options Analysis Memo	■	■	■	
	AWWD			■	■
◆ AWWD	LS Nos. 16, 17, & 18 Upgrades	■	■	■	■
	City of Arlington	■	■		
	City of Bellevue	■			
	City of Bothell	■	■	■	■
	City of Everett	■	■	■	■
	City of Everett	■			
	City of Fircrest	■	■	■	■
	City of Kirkland	■	■	■	■
	City of Lacey		■	■	
◆ City of Lacey	LS Nos. 6, 11, 17, 23, 34 & 37		■	■	■
	City of Lacey	■	■	■	
	City of Lacey	■		■	
	City of Marysville	■	■	■	
	City of Port Orchard			■	
	City of Port Orchard			■	
	City of Port Orchard		■	■	■
	City of Port Orchard			■	
	City of Port Orchard		■	■	■
	City of Redmond	■	■	■	■
	City of Vancouver		■	■	■
	Clark Regional Wastewater District		■	■	■
	Kitsap County	■	■	■	■
◆ Silver Lake Water & Sewer District	Pioneer Trails LS Replacement		■	■	■
◆ Silver Lake Water & Sewer District	Highlands East LS Rehab		■	■	■

Projects with a ◆ are shown in more detail, starting on the following page.



### Work Assignment 06 – Beach Drive Lift Station: Options Analysis Memorandum, City of Lake Forest Park, WA

The City of Lake Forest Park owns and operates two lift stations, both located in Beach Drive NE along the northern shore of Lake Washington. The two lift stations are well past their service life and the City intends to consolidate to a single lift station. The project area presents a number of challenges, including its proximity to wetlands, shoreline, and its location in a landslide hazard area. Consor conducted an alternatives analysis with the aim to create an easily maintained lift station which didn't interfere with a future park project planned by the City. Preliminary layouts and cost opinions were presented to best inform the City's options for final design.

#### RELEVANCE TO THE PROJECT

- ✓ Report/Documentation
- ✓ Focus on long-term value
- ✓ Lift station design
- ✓ Extensive critical area considerations
- ✓ Continuity from conceptual to preliminary design



### Highlands East Lift Station Rehabilitation, Silver Lake Water & Sewer District, WA

The Highlands East Lift Station, has aging equipment and poorly designed suction lift pumps resulting in excessive maintenance. A steep slope on the east end of the site is at high risk of failure in the event of an earthquake, which limits the usable area on the site. As a result, Consor opted to reuse the existing wet well to reduce future risk. The design will require bypassing the existing station so it can be rehabilitated with new submersible pumps, a valve vault, controls building, and generator set. A construction sequence has been developed, requiring early submittals of long lead time items to reduce the length of the bypass. The project is currently progressing to final design.

#### RELEVANCE TO THE PROJECT

- ✓ Report/Documentation
- ✓ Engineering design
- ✓ Focus on long-term value
- ✓ Same structural subconsultant



### Lift Station No. 16, No. 17 and No. 18 Upgrades, Alderwood Water & Wastewater District (AWWD), WA

AWWD's existing Lift Stations (LS) 16, 17, and 18 are wet well mounted suction lift stations, originally constructed 40+ years ago. AWWD wanted to confirm that any condition or capacity issues were addressed before service was impacted. Phase 1 of this project evaluated the force main, wet well and structures, mechanical, and electrical/instrumentation components to determine any asset management needs. Following this assessment, AWWD approved replacing LS 16 and 18 with submersible stations and replacing LS 17 with a wet well/dry well configuration, as well as replacing its force main.

#### RELEVANCE TO THE PROJECT

- ✓ Report/Documentation
- ✓ Lift station design
- ✓ Focus on long-term value



### Lift Stations No. 25 & 31, No. 2, No. 21, No. 3, No. 6, No. 11, No. 17, No. 23, No. 34 and No. 37, City of Lacey, WA

Conсор has provided the City of Lacey with lift station design services on nine stations over the past nine years. The first project included upgrades to two lift stations (25 & 31) to bring them up to current City of Lacey standards and address odor and corrosion concerns. Our team worked well with the City of Lacey, particularly the O&M staff, because we listened to their requests and concerns.

Conсор was most recently selected for the City of Lacey Lift Station Consultant Project to provide engineering services for a total of six lift stations. Design for four of the lift stations require the new stations to be located at the existing sites, and generally consist of installing new wet wells, pumps, valve vaults, isolation pedestals, control panels, cabinet awnings, and site lighting. Design for the remaining two lift stations include increasing the design pumping capacity of the lift station in order to replace the pumps. Each lift station has unique challenges to address during design ranging from high groundwater, proximity to commercial and residential areas, and limited site areas. Conсор has formed a collaborative relationship with the City of Lacey to provide tailored solutions that work best for each lift station while still adhering to the City’s design standards. Four of the lift stations are currently in final design and two have been constructed.

#### RELEVANCE TO THE PROJECT

- ✓ Report/Documentation
- ✓ Residential construction area
- ✓ Engineering design
- ✓ Focus on long-term value



### Pioneer Trails Lift Station Replacement, Silver Lake Water & Sewer District, WA

Pioneer Trails is one of the District’s largest lift stations—and its biggest headache, with frequent call outs and a design requiring the gravity system to surcharge. The existing pumps are undersized, and a spare pump is sometimes used to provide additional capacity and reliability. The preliminary design phase included an evaluation of build-out flows, which was complicated by the diversion of flows from an upstream station and the ability of another upstream station to send only a portion of flows to Pioneer Trails.

Peter Cunningham worked with the District to determine a design flow that would optimize the use of the various conveyance routes, allow for operational flexibility in the collection and conveyance system without overbuilding the lift station.

The station is on a small site, requiring an easement to construct the replacement lift station. Conсор’s surveying partner provided the documents needed for the District to obtain these easements. The site is also adjacent to a bog, requiring more work to obtain a permit from the County to replace this critical piece of infrastructure.

We are currently providing construction management services, working closely with District staff to manage submittal reviews, respond to RFIs, inspection services, change orders, negotiating pricing, and processing payments to the Contractor. We’ve been flexible in adjusting the design as needed to provide the best possible finished product.

#### RELEVANCE TO THE PROJECT

- ✓ Report/Documentation
- ✓ Same electrical and structural subconsultants
- ✓ Dry pit to submersible configuration
- ✓ Engineering design
- ✓ Small site
- ✓ Focus on long-term value
- ✓ New lift station to replace existing



# Past Performance / References

The best value is often extracted through similar experiences. The Consor team has a strong history of successful lift station projects for similar cities and public agencies. Regardless of project size and complexity, we aim to provide excellent service. We encourage you to contact our references below.

## 1 Beach Drive Lift Station Alternatives Analysis

Katie Phillips, Project Manager, City of Lake Forest Park, WA

p: 206.957.2812

e: kphillips@cityoflfp.com

## 2 Highlands East Lift Station Rehabilitation

Scott Smith, District Engineer, Silver Lake Water & Sewer District

p: 425.659.2302

e: ssmith@slwsd.com

## 3 Ruby Creek Lift Station Preliminary Design

Jacki Brown, Former Utility Manager (*retired*), City of Port Orchard, WA

p: 360.876.4991

e: jbrown@portorchardwa.gov



The whole Consor team has been great to work with on two of our recent sewer lift station projects, and has become one of Silver Lake’s favorite consultants. The design group was very adaptable to our evolving standards and a challenging permitting process. The dedicated construction manager has been a huge benefit to administer the daily construction activities, as well as work through all the inevitable changes that happen on a complex project.”

— Scott Smith, PE, District Engineer at Silver Lake Water & Sewer District

APPENDIX

**Key Staff Resumes**



# Adam Schuyler, PE, PMP

Project Manager, Principal-in-Charge

**Years of Experience:** 23 years

**Education:** MS, Civil Engineering, Washington State University

BS, Civil Engineering, Washington State University

**Registration:** Prof. Engineer- WA, OR, CO, ID, TN, & MT

**Unique Qualifications:**

- Experience in all aspects of sewer collection and conveyance systems, from modeling and planning to design and construction of pump stations and pipelines

**Additional Experience:**

- Lift Station 3 Replacement, City of Lacey, WA
- Lift Station Nos. 16, 17 & 18 Upgrade, Alderwood Water and Wastewater District, WA
- Highlands East Lift Station Replacement, Silver Lake Water & Sewer District, WA
- Lift Station Consulting, City of Lacey, WA
- Pump Station 45, 46, 47, and 74, Kitsap County, WA
- Wastewater Pump Stations 2, 10, 12, 15, City of Redmond, WA
- 2023 Lift Stations Condition Assessments, City of Everett, WA
- 2015 Lift Stations Condition Assessments, City of Lacey, WA
- Pump Stations Condition Assessments, Kitsap County, WA
- White River Utilities Lift Station, City of Sumner, WA

Adam has designed and managed water and sewer projects throughout the Pacific Northwest, including comprehensive planning, civil and mechanical design, and construction services for water and sewer projects, with a passion for pump station and pipeline design. Adam’s pump station facilities have flows ranging from 15 gpm to 220 mgd. In his role as senior design engineer, Adam oversees all aspects of the project design, leading technical communications, and mentoring staff.

## Select Project Experience

**Beach Drive Lift Station, City of Lake Forest Park, WA; *Principal-in-Charge.*** Consor provided preliminary alternatives analysis services for this project, which involves the construction of a new lift station in Beach Drive, in Lake Forest Park, WA. The lift station will service a number of residences on the north shore of Lake Washington, and will allow the City of Lake Forest Park to decommission two existing lift stations in the area which were originally constructed in the 1960s. Adam assisted with the development of three conceptual alternatives and their associated opinions of probable project cost, and also wrote the “Options Analysis Memorandum” covering the elements of the three alternatives.

**Ruby Creek Lift Station Preliminary Design,, City of Port Orchard, WA; *Principal-in-Charge.*** Consor provided conceptual layout and 30-percent design services for the Ruby Creek Lift Station. The lift station will feature a duplex wet well with a 750 gpm pumping capacity, valve and meter vaults, a backup generator and backup diesel pump, and a control building housing electrical components. This lift station will provide capacity for further growth in southern Port Orchard and reduce dependency on the nearby Albertsons Lift Station, which is currently operating at capacity.

**Bay Street Pump Station McCormick Woods 2, City of Port Orchard, WA; *Project Manager.*** Adam served as project manager overseeing the alternatives analysis and preliminary design services for the Bay Street Pump Station. Preliminary evaluations were conducted for four Bay Street Pump Station rehabilitation alternatives based on the use of existing assets, capital costs, ease of operations and maintenance, and impacts to the public, traffic, and local businesses. In addition, an evaluation was performed to determine if it is feasible for the Bay Street Pump Station to discharge into the existing Marina Pump Station Force Main. Project responsibilities include technical lead, coordination with the City’s project manager, managing the project team, preparing monthly status reports, invoices, and budget tracking utilizing earned value management.

**Pioneer Trails Lift Station Replacement, Silver Lake Water and Sewer District, WA; *Principal-in-Charge.*** The Pioneer Trails Lift Station is at the end of its useful life and has insufficient capacity for projected growth. The station has experienced reliability issues. Consor assisted the District with preliminary design and final engineering services to replace the lift station. An options analysis determined the most practical option was to construct a new 3,100 gpm triplex submersible lift station with a new pre-cast wet well in order to maintain the operation of the existing lift station during construction. Pump runtimes and system hydraulics were evaluated to determine an optimum near- and long-term design capacity, including pump selection that would provide needed reliability and near-term capacity, as well as increased capacity after the installation of a new larger diameter force main without the need to replace the pumps.

**Lift Station Consulting; City of Lacey, WA; *Principal-in-Charge.*** As part of a continued effort to maintain reliability of wastewater lift stations, Lacey combined six lift stations (LS6, LS11, LS17, LS23, LS34, and LS3), into one capital project program. As a part of this project, Consor is responsible for guiding the design of all six lift station improvements, which individually range in scope from pump replacement to major rehabilitation to complete design of a new facility. Three of the lift stations discharge to shared force mains, which required a more detailed hydraulic analysis and consideration of potential capacity impacts on the lift stations not being modified.



# Jake Colberg, EIT

Project Engineer



**Years of Experience:** 4

**Education:** BS, Mechanical Engineering, Montana State University

**Registration:** Engineer-in-Training

Jake is an engineer-in-training with four years of experience in mechanical process design, and eight months of experience with Consor. He began his engineering career in 2020 as a mechanical design engineer for PPM Technologies, a food manufacturing equipment company. He then spent two years with Sedron Technologies, a waste treatment company based out of Sedro-Woolley, WA, focused on biosolids and organic fertilizer production. For Sedron, Jake worked in site development, commissioning, and mechanical process design for septage and manure treatment facilities. This experience sparked an interest in water and wastewater treatment, and in October of 2023 he joined Consor to pursue a career in the field.

## Select Project Experience

**Beach Drive Lift Station, City of Lake Forest Park, WA; *Engineering Designer.*** Consor provided preliminary alternatives analysis services for this project, which involves the construction of a new lift station in Beach Drive, in Lake Forest Park, WA. The lift station will service a number of residences on the north shore of Lake Washington, and will allow the City of Lake Forest Park to decommission two existing lift stations in the area which were originally constructed in the 1960s. Jake assisted with the development of three conceptual alternatives and their associated opinions of probable project cost, and also wrote the “Options Analysis Memorandum” covering the elements of the three alternatives.

**Ruby Creek Lift Station Preliminary Design, City of Port Orchard, WA; *Engineering Designer.*** Consor provided conceptual layout and 30-percent design services for the Ruby Creek Lift Station. Jake was responsible for assisting with design efforts for the lift station facility, along with coordinating with subconsultants on subcontracted design elements. He also wrote the “Ruby Creek Lift Station – Conceptual Layout” and “Pump Comparison” memorandum for the project, in addition to assisting with the writing of the “Ruby Creek Lift Station Preliminary Design Report.”

**Water Treatment Plant 1 Preliminary Design, Ferndale, WA; *Engineering Designer.*** Consor provided 30-percent design services for a new water treatment facility in Ferndale, WA for the Public Utility District No. 1 of Whatcom County. The project features a new water treatment plant with sand traps, five sedimentation basins, and plate settlers to treat water drawn from the Nooksack River to an acceptable level for the Public Utility District’s industrial customers. Jake assisted with preliminary design and the writing of the “Water Treatment Plant 1 Preliminary Design Report”.



# Peter Cunningham, PE

Technical Advisor/Quality Manager



**Years of Experience:** 19 years

**Education:** BS, Civil and Environmental Engineering, University of Washington

**Registration:** Prof. Engineer- WA

**Unique Qualifications:**

- Currently updating the City’s General Sewer Plan
- Experience in all aspects of sewer collection and conveyance systems, from modeling and planning to design and construction of pump stations and pipelines

**Additional Experience:**

- 2024, General Sewer Plan Update, City of Port Orchard, WA
- General Sewer Plan Update, Midway Sewer District, WA
- Saltwater State Park Force Main Options Analysis, Midway, WA
- Wastewater Comprehensive Plan Update, City of Lacey, WA
- Sewer Plan, Lynden, WA
- CW-4 Lift Station Replacement, City of Bremerton, WA
- Bay Street Pump Station Pre-Design Report, City of Port Orchard, WA
- Marina Pump Station Pre-Design Report, City of Port Orchard, WA
- 2016 General Sewer Plan Update, City of Port Orchard, WA
- LS-3 Replacement, City of Lacey, WA
- Cove II Pump Station, Olympic Water and Sewer, Jefferson County, WA
- Highlands East Lift Station Rehabilitation, Silver Lake Water and Sewer District, Snohomish County, WA

Peter is a senior engineer who provides civil engineering expertise on water, wastewater, and stormwater projects. His experience includes comprehensive plan development for sewer and water systems, hydraulic and hydrologic modeling, sewer design, pump station design, stormwater facility design, sediment and erosion control plans, and preparation of plans, specifications, and cost estimates.

## Select Project Experience

**McCormick Woods Well No. 11, City of Port Orchard, WA; Project Engineer.** The western half of Port Orchard’s water service area, known as McCormick Woods, comprises the City’s existing 580 and proposed 660 water pressure zones. Continual growth over the next few years will necessitate extensive improvements to the City’s water supply system to meet the growing water demand. The City drilled Well 11 in the McCormick Woods Development in 2011 and now wants to increase pumping capacity from 750 gpm to 1,150 gpm, relocate the existing booster pump station, and improve the site. Project components include redeveloping Well 11, a new building that will house the relocated booster pump station, a packaged treatment system, a sodium hypochlorite generation system, fluoride and sodium hypochlorite feed pumps, and emergency power generation. The pump station relocation will improve site and operator access and safety.

**McCormick Woods Lift Station No. 2, City of Port Orchard, WA; Project Manager.** Due to an upstream STEP system with high levels of hydrogen sulfide and an abandoned chlorine injection system, the previous lift station was badly corroded. Located in a neighborhood experiencing high levels of growth, it was also undersized. The replacement station was a dry well/wet well configuration, with triplex pumps and variable frequency drives. This project also included a hydraulic analysis to determine the increase in flows to the lift station after power outages in the upstream STEP system to ensure sufficient capacity in all conditions. Due to the criticality of the station, additional standby storage and a diesel backup pump were also included.

**Pioneer Trails Lift Station Replacement, Silver Lake Water and Sewer District, WA; Project Engineer/Deputy Project Manager.** The Pioneer Trails Lift Station is at the end of its useful life and has insufficient capacity for projected growth. The station has experienced reliability issues. Consor assisted the District with preliminary design and final engineering services to replace the lift station. An options analysis determined the most practical option was to construct a new 3,100 gpm triplex submersible lift station with a new precast wet well in order to maintain the operation of the existing lift station during construction. Pump runtimes and system hydraulics were evaluated to determine an optimum near- and long-term design capacity, including pump selection that would provide needed reliability and near-term capacity, as well as increased capacity after the installation of a new larger diameter force main without the need to replace the pumps.

**CE-1 Lift Station Replacement, City of Bremerton, WA; Project Engineer.** Peter was the project engineer on this upgrade to the City’s largest lift station. This project included the replacement of two pumps with new 385 HP, 6,000 gpm dry pit pumps, rehabilitation of the wet well, replacement of all piping within the lift station, and new electrical equipment. The station had to be fully bypassed during construction. The wet well was taken offline and a bypass pumping system with a capacity of 12,000 gpm was constructed. A 6-foot diameter wet well was used as the temporary wet well, which required a robust system of testing prior to bypassing.

**CW-4 Lift Station Replacement, City of Bremerton, WA; Project Manager.** CW-4 was located down a steep slope and was inaccessible to the City’s trucks. The valves were located within the wet well, and it was difficult to replace equipment. The replacement station was located uphill within a roadway, and replaced the gravity sewer beach line with grinder pumps. The resulting station was more reliable, easier to maintain, and abandoned difficult to access gravity and force mains in the beach.



# Robert Griesinger, CPE

Cost Estimator

**Years of Experience:** 40 years

**Education:** BS, Business Management, University of Phoenix

**Registration:** Certified Professional Estimator (CPE), American Society of Professional Estimators

**Unique Qualifications:**

- Cost Estimating Concrete Structures, Tunneling, Trenchless Technologies, Pipelines (Open Cute) Demolition, Dewatering, Heavy Civil Construction

**Additional Experience:**

- Cascade Groundwater Alliance Package 4; Rockwood PUD, OR, Pump Station Design Lead.
- Johnson to Norum Pipeline Upgrade Phase 1 and Phase 2, City of Poulsbo, WA; Construction Manager.
- Well No. 11 Phase 1- Site Improvement Project, Port Orchard, WA

Bob has 40 years of construction experience focused on civil engineering and construction management across seven states and five countries, including 30 years of experience working as cost estimator. He is actively engaged with the construction market to proactively address material and labor cost changes. His capabilities include negotiating prices, organizing bids, preparing cost reports, coordinating design-build projects, and developing schedules and cash flow forecasts.

## Select Project Experience

**Rockwood- Groundwater Development Package 4, Rockwood Water PUD, OR; Cost Estimator.**

This project includes the design of the water treatment plant and a new booster pump station. The total capacity will depend on the final well capacities as they are developed, but the design can accommodate a range of 28 to 32 MGD at full capacity. The treatment plant includes multiple vessel vertical skids with pyrolox advantage media, which was pilot tested at flow rates of 12 gpm/sq ft. Chlorine will be generated on site and the treatment facility includes offices, locker rooms, restrooms, a control room, server room, conference or training room and a laboratory space. The facility has room for future backwash recycling facilities as well. Backwashing will be completed using pressurized water from the booster pumping station and a surge tank will allow the backwash to enter the sewer system as a reduced flow rate. The project included land use permitting, SCADA, a new equipment storage facility and the Well 4 wellhouse design.

**Bangor- Keyport Force Main Replacement, Kitsap County, WA; Cost Estimator.** The existing 18- to 24-inch diameter ductile iron pipe is approximately 40 years old and has a history of corrosion issues. Flows are collected at Bangor Naval Base (Bangor)/ Pump Station 17 and then pumped approximately four miles to Pump Station 24. The County’s project focused on this six-mile-long section between Bangor and the Central Kitsap Treatment Plant and included four pump stations, individual pump stations, and numerous air/vac stations. Consor performed a Triple Bottom Line Analysis to review alternatives for replacement of the existing force main, ultimately helping the County select a preferred pipeline alignment. Consor recently completed the final design of the force main and appurtenances, which includes approximately five miles of 20- to 30-inch HDPE pipe, CIPP of the SR-3 20-inch crossing, HDD of Clear Creek, bypass pumping, pump station improvements, connections to existing pump stations and IPS, trenchless installation, odor control improvements, and coordination with WSDOT, Kitsap County roads, and local utilities.

**Groundwater Development Project Package No. 6, Cascade Well No.9 and Raw Water Transmission Main, City of Gresham, OR; Cost Estimator.** Package 6 includes the construction of a new groundwater production well facility in Kirk Park, Cascade Well No. 9 (CW9), and an 18-inch / 30-inch diameter, approximately 3,600-foot-long raw water transmission pipeline that will deliver untreated groundwater to the RWPUD headquarters site. Key features of the well include a 1,000 kW standby power generator and a 900 HP vertical turbine pump. The pipeline work required detailed integration with various other raw water infrastructure (some existing, some in real time for other GDP Package work), and repurposing an existing RWPUD transmission main as a distribution main. The project required right-of-way and building permitting through the City of Gresham, OHA Plan Review for the new well house, and DEQ 1200-C permitting for all aspects.





**CITY OF LAKE FOREST PARK  
PROFESSIONAL SERVICES AGREEMENT  
Agreement Title: Beach Drive Lift Station – Phase 2: 30% Design**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Consor North America, Inc.** (the "Consultant"), is dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Consultant Business: Consor North America, Inc.  
Consultant Address: 600 University Street Suite #300  
Seattle, WA 98101  
Consultant Phone: 206-462-7030  
Consultant Fax: N/A  
Contact Name Jake Colberg  
Consultant e-mail: Jake.Colberg@consoreng.com  
Federal Employee ID No.: 93-0768555  
Authorized City Representative for Katie Phillips  
this contract:

**WHEREAS**, the City desires to complete 30% design of the Beach Drive Lift Station, having undertaken an Options Analysis of this project earlier this year; and

**WHEREAS**, the Consultant was retained to complete the Options Analysis, and City staff were satisfied with the Consultant’s performance of this contract work, and finds them qualified and best positioned to advance development of the project design to a 30% level; and

**WHEREAS**, the Consultant responded to an RFQ and provided the City with a proposal to complete 30% design of the project, which City staff have reviewed and found acceptable;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**1. Employment of Consultant.** The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Beach Drive Lift Station – Phase 2: 30% Design project (collectively “Scope of Work” or the “Work”). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Jake Colberg. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than January 31, 2025, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

**2. Compensation.**

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed two-hundred and twenty-five thousand, seventy-four Dollars (\$225,074.00) as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibits A and B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

**3. Request for Payment.**

A. Not more than once every thirty days the Consultant shall send electronically to the City's Accounting Supervisor, [ap@cityofilfp.gov](mailto:ap@cityofilfp.gov), its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

**4. Work Product.** The Consultant shall submit all reports and other documents specified in Exhibits A and B according to the schedule established in Exhibits A and B. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

**5. Termination of Contract.** City may terminate this Agreement by sending a written notice of termination to Consultant (Notice) that specifies a termination date (Termination Date) at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

**6. Assignment of Contract – Subcontractors.** Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

**7. Indemnification.** To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution thereof). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives, sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

**8. Insurance.**

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

**9. Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

**10. Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

**11. Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

**12. City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

**13. Compliance with Federal, State and Local Laws.** Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

**14. Waiver.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

**15. Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

**16. Modification of Agreement.** This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. **Notices.**

A. Notices to the City of Lake Forest Park shall be sent to the following address:

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

B. Notices to the Consultant shall be sent to the following address:

Conсор North America, Inc.  
Attn: Jake Colberg  
600 University Street Suite #300  
Seattle, WA 98101

19. **Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

20. **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the City and Consultant have executed this Agreement as of the last date signed below.

<p><b>CITY OF LAKE FOREST PARK WASHINGTON</b></p> <p>By: _____ Thomas French, Mayor</p> <p>_____ Date</p>	<p><b>CONSULTANT:</b></p> <p><b>Conсор North America, Inc.</b></p> <p>By: _____ Typed/Printed Name:</p> <p>_____ Signature</p> <p>_____ Title</p> <p>_____ Date</p>
<p><b>ATTEST:</b></p> <p>_____ Matthew McLean, City Clerk</p> <p>Date: _____</p>	



APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney	
Date: _____	

# EXHIBIT A - Professional Services Agreement

## SCOPE OF SERVICES BEACH DRIVE LIFT STATION, 30 PERCENT DESIGN CITY OF LAKE FOREST PARK

### Introduction/General/Background

Conсор North America Inc. (Conсор) has developed this Scope of Services and accompanying fee estimate to provide 30 percent design engineering services for the Beach Drive Lift Station project (Project) for the City of Lake Forest Park (City). The scope and fee have been developed based on Conсор’s understanding of the project through delivery of the conceptual design and the City’s decision to move forward with Option 1A, which includes a new lift station and approximately 410 feet of new gravity sewer. The project includes design criteria development, Preliminary Design Report, 30 percent level drawings, specifications table of contents, opinion of probable project cost, and permitting requirements matrix.

The consultant team is led by Conсор as the prime consultant and includes sub-consultants CG Engineering for structural engineering services, R&W Engineering for electrical, instrumentation, and controls services, Herrera Environmental Consultants for permitting services, Ciani & Hatch Engineering for geotechnical services, and Cultural Resource Consultants for cultural resources services.

### Project Understanding and Assumptions

The City owns and operates two lift stations located in Beach Drive NE along the northern shore of Lake Washington. The two lift stations are well past their intended operating lives, both being constructed in 1961 and more recently being rehabilitated in 2002. The City intends to consolidate to a single lift station.

In addition to the main goal of consolidating to one lift station, there are a number of secondary goals which the City wants to achieve with this project:

- Address power supply issues causing problems with existing telemetry equipment and install a backup power generator.
- Abandon the 8-inch diameter gravity sewer lake line currently in use and replace it with a gravity sewer line in Beach Drive.
- Replace the shared side sewers served by the lake line with individual side sewers that drain to a new gravity sewer line in Beach Drive.
- Design the new lift station within the City right-of-way in Beach Drive so that there is minimal impact on the City’s future Lakefront Park.

Addressing the secondary goals is dependent on multiple factors, including cooperation of homeowners in the project area.

# Scope of Services

To maximize the available information and consequently to minimize costs associated with the Project, all tasks include the following four (4) components:

- Objective: Summary of the goals that will be achieved by each task.
- Activities: Specific project elements and efforts that will be completed by the Consor project team.
- Deliverables: The finished product that will be delivered to the City.
- Assumptions: Assumptions used to develop each task.

## Task 1 - Project Management

### *Objective*

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

### *Activities*

#### *1.1 Invoices/Status Reports*

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, and sub-consultant participation. Monthly status reports to include schedule updates, when applicable.

#### *1.2 Project Kickoff Meeting*

Prepare for and attend project kickoff meeting with staff and key team members. Consor to prepare for, attend, and lead the kickoff meeting. Prepare a detailed meeting agenda and distribute before the kickoff meeting for City review. Prepare and distribute minutes after the meeting.

#### *1.3 Coordination with City Staff*

Coordinate with City staff through bi-weekly status reports, monthly status meetings, weekly telephone communication, and email during the project. City PM to be copied on all email communications with City staff.

#### *1.4 Coordination with Subconsultants*

Coordinate with subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

#### *1.5 Decision Log*

Develop, maintain, and monitor a decision log to document major project decision. Decision log will be a Microsoft Excel file with access provided to the consulting team and City staff.

#### *1.7 Quality Management*

Perform quality management at key milestones and on project deliverables.

## Task Deliverables

- Monthly invoice and status report covering:
  - Work on the project performed during the previous month.
  - Meetings attended.
  - Problems encountered and actions taken for their resolution.
  - Potential impacts to submittal dates, budget shortfalls or optional services.
  - Updated monthly schedule, when applicable.
  - Issues requiring project team action.
- Kickoff meeting agenda and minutes.
- Decision log form.

## Assumptions

- Notice to Proceed date by September, 2024.
- Project duration is anticipated to be five (5) months.
- Kickoff meeting will be virtual and will be attended by four (4) members of the Consor team.
- Non-weekly meeting agenda will be submitted to the City in advance of meetings and workshops for City review and input.
- City reviews:
  - Review period for deliverables is ten (10) working days.
  - City review comments will be compiled into a single document before submitting to Consor.
- Monthly one-hour meetings will be held with Consor’s Project Manager and Project Engineer, pertinent to the topic project team staff, and the City Project Manager; four (4) meetings are assumed. Meetings will occur virtually via telephone or Microsoft Teams.
- Assume five (5) progress payments/status reports.

## Task 2 – Preliminary Design

### Objective

Develop a preliminary design that incorporates the City’s preferences, requirements, and constraints. This task is the start of the project’s detailed design process and key design discipline leads begin their development of the design concept. The developed preliminary design establishes the general scope, scale and relationships among the project components, and includes discipline specific design ideas so that major design decisions such as equipment spacing, type/configuration, redundancy, and O&M preferences can

be made by the City. Another objective of this task is to identify the permitting and cultural resources requirements and outline the preliminary permitting schedule.

*Activities*

*2.1 Preliminary Design Criteria and Drawings*

Coordinate with City staff on key design elements, design criteria, and development of preliminary plans to the approximate 30 percent design completion level for approximately 21 of 52 estimated final design plan sheets (the full preliminary drawing list is included as **Exhibit C**), including:

- General Sheets, including the Design Criteria (three sheets).
- Site and Yard Piping Plans (one sheet).
- Influent Sewer and Force Main Plans and Profiles (three sheets).
- Structural plans and sections (four sheets).
- Mechanical plans and sections (four sheets).
- Electrical plans (four sheets).

*2.2 Preliminary Design Report*

Prepare the Preliminary Design Report and associated preliminary design documents by compiling the work developed in Task 2. Include the following in the Preliminary Design Report:

- Introduction and Background
- Project Description and Design Criteria
- Preliminary Design Drawings
- Preliminary Permit Requirements
- Specifications Table of Contents
- American Association of Cost Engineers (AACE) International Class 3 cost opinion with an anticipated accuracy range of -20 percent to +30 percent.
- Estimated construction schedule

Prepare for and attend Preliminary Design workshop at City offices and/or virtually to review the draft Preliminary Design Report.

*Task Deliverables*

- Meetings/workshop agendas and summaries
- Draft and final Preliminary Design Report in PDF format

## Assumptions

- City Involvement:
  - Provide supporting information pertinent to the project.
  - Coordinate and verify the elevation of the Lake Forest Park Civic Club’s existing side sewer lines, and the elevation of the existing gravity line to the west of Lift Station 16 in Beach Drive.
  - Attend workshop and meetings.
  - Review workshop agendas and meeting summaries.
- A total of one workshop is anticipated and will be attended by up to four (4) Consor team members.

## Task 3 – Subconsultants

### Objective

Provide for the specialty services provided by Consor subconsultants for the project.

### Activities

#### 3.1 Structural Engineering Services

See attached **Exhibit D** for structural engineering services provided by CG Engineering.

#### 3.2 Electrical, Instrumentation, and Controls Engineering Services

See attached **Exhibit E** for electrical, instrumentation, and controls engineering services provided by R&W Engineering.

#### 3.3 Environmental and Permitting Services

See attached **Exhibit F** for permitting services provided by Herrera Environmental Consultants.

#### 3.4 Cultural Resources Services

See attached **Exhibit G** for cultural resources services provided by Cultural Resource Consultants.

#### 3.4 Geotechnical Services

See attached **Exhibit H** for permitting services provided by Ciani & Hatch Engineering.

### Deliverables

- See attached subconsultant Scopes of Services.

## Assumptions

- See attached subconsultant Scopes of Services.



## Task 4 – Unanticipated Services

### Objective

Unanticipated services authorized under this task are at the City’s discretion. Consor will provide scope and fee estimate for additional services when requested by the City and will commence work only when written authorization is provided by the City.

### Project Schedule

Conсор will begin work on the project upon receiving Notice to Proceed. A preliminary project schedule is shown in the following table.

Item	Date
Notice to Proceed	September, 2024
Geotechnical Study	September – November, 2024
30% Design	October – January, 2024
Closeout	January, 2024

### Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant’s Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the following table. Subconsultants will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below. The detailed Fee Estimate is included as **Exhibit B**.

**2024 SCHEDULE OF CHARGES**

**Personnel:**

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2024 through December 31, 2024. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2024 Rates</u>	<u>Billing Classifications</u>	<u>2024 Rates</u>
Principal Engineer VI	\$355	Construction Manager X	\$314
Principal Engineer V	\$334	Construction Manager IX	\$292
Principal Engineer IV	\$316	Construction Manager VIII	\$276
Principal Engineer III	\$298	Construction Manager VII	\$266
Principal Engineer II	\$281	Construction Manager VI	\$247
Principal Engineer I	\$267	Construction Manager V	\$228
Professional Engineer IX	\$257	Construction Manager IV	\$216
Engineering Designer IX	\$248	Construction Manager III	\$197
Professional Engineer VIII	\$244	Construction Manager II	\$182
Engineering Designer VIII	\$237	Construction Manager I	\$154
Professional Engineer VII	\$233	Quality Control Compliance Specialist	\$190
Engineering Designer VII	\$225	Inspector VII	\$228
Professional Engineer VI	\$222	Inspector VI	\$210
Engineering Designer VI	\$214	Inspector V	\$190
Professional Engineer V	\$210	Inspector IV	\$176
Engineering Designer V	\$203	Inspector III	\$156
Professional Engineer IV	\$198	Inspector II	\$142
Engineering Designer IV	\$194	Inspector I	\$122
Professional Engineer III	\$191	Technician IV	\$191
Engineering Designer III	\$191	Technician III	\$174
Engineering Designer II	\$180	Technician II	\$151
Engineering Designer I	\$168	Technician I	\$133
Principal III	\$361	Project Coordinator IV	\$185
Principal II	\$323	Project Coordinator III	\$168
Principal I	\$287	Project Coordinator II	\$151
Project Manager IV	\$271	Project Coordinator I	\$139
Project Manager III	\$254	Administrative III	\$139
Project Manager II	\$226	Administrative II	\$128
Project Manager I	\$198	Administrative I	\$114
Cost Estimator III	\$301		
Cost Estimator II	\$244		
Cost Estimator I	\$185		

**Project Expenses:**

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modelling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

**Outside Services:**

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

EXHIBIT B

BEACH DRIVE LIFT STATION 30% DESIGN  
CITY OF LAKE FOREST PARK  
PROPOSED FEE ESTIMATE

Section 8, Item A.

	LABOR CLASSIFICATION (HOURS)						Labor	Subconsultants					Subconsultant Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total	
	Principal Engineer VI	Engineering Designer II	Project Coordinator I	Engineering Designer VI	Administrative III	Hours		Structural	E&IC	Permitting/Critical Areas	Geotech	Cultural Resources						
<b>Task 1 - Project Management</b>																		
Task 1.1 - Invoices/Status Reports	5				6	11	\$ 2,609							1.1	\$ -	\$ -	\$ -	\$ 2,609
Task 1.2 - Project Kickoff Meeting	1	2				3	\$ 715							1.1	\$ -	\$ -	\$ -	\$ 715
Task 1.3 - Coordination with City Staff	4					4	\$ 1,420							1.1	\$ -	\$ -	\$ -	\$ 1,420
Task 1.4 - Coordination with Subconsultants	4					4	\$ 1,420							1.1	\$ -	\$ -	\$ -	\$ 1,420
Task 1.5 - Decision Log	1	2				3	\$ 715							1.1	\$ -	\$ -	\$ -	\$ 715
Task 1.6 - Quality Management	16					16	\$ 5,680							1.1	\$ -	\$ -	\$ -	\$ 5,680
<b>Task 1 Subtotal</b>	<b>31</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>41</b>	<b>\$ 12,559</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,559</b>
<b>Task 2 - Preliminary Design</b>																		
Task 2.1 - Preliminary Design Criteria and Drawings	4	70		92		166	\$ 33,722							1.1	\$ -	\$ -	\$ 1,663	\$ 35,385
Task 2.2 - Preliminary Design Report	2	28	4	8		42	\$ 8,018							1.1	\$ -	\$ -	\$ 144	\$ 8,162
<b>Task 2 Subtotal</b>	<b>6</b>	<b>98</b>	<b>4</b>	<b>100</b>	<b>0</b>	<b>208</b>	<b>\$ 41,740</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,807</b>	<b>\$ 43,547</b>
<b>Task 3 - Subconsultants</b>																		
Task 3.1 - Structural Engineering Services						0	\$ -	\$ 19,570						1.1	\$ 21,527	\$ -	\$ -	\$ 21,527
Task 3.2 - Electrical, Instrumentation, and Controls Engineering						0	\$ -		\$ 17,470					1.1	\$ 19,217	\$ -	\$ -	\$ 19,217
Task 3.3 - Permitting and Critical Areas Services						0	\$ -			\$ 33,191				1.1	\$ 36,510	\$ -	\$ -	\$ 36,510
Task 3.4 - Geotechnical Services						0	\$ -				\$ 57,600			1.1	\$ 63,360	\$ -	\$ -	\$ 63,360
Task 3.5 - Cultural Resources Services						0	\$ -					\$ 7,595		1.1	\$ 8,355	\$ -	\$ -	\$ 8,355
<b>Task 3 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 19,570</b>	<b>\$ 17,470</b>	<b>\$ 33,191</b>	<b>\$ 57,600</b>	<b>\$ 7,595</b>		<b>\$ 148,969</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 148,969</b>	
<b>Task 4 - Unanticipated Services</b>																		
Task 4.1 - Unanticipated Services						0	\$ -							1.1	\$ -	\$ 20,000	\$ -	\$ 20,000
<b>Task 4 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>	
<b>TOTAL - ALL TASKS</b>	<b>37</b>	<b>102</b>	<b>4</b>	<b>100</b>	<b>6</b>	<b>249</b>	<b>\$ 54,299</b>	<b>\$ 19,570</b>	<b>\$ 17,470</b>	<b>\$ 33,191</b>	<b>\$ 57,600</b>	<b>\$ 7,595</b>		<b>\$ 148,969</b>	<b>\$ 20,000</b>	<b>\$ 1,807</b>	<b>\$ 225,074</b>	

EXHIBIT C - PRELIMINARY DRAWING LIST

Section 8, ItemA.

SHEET NO.	SHEET	GENERAL	30% Design	60% Design	90% Design	100% Design	Bid Documents
			30	52	52	52	52
1	G-001	COVER SHEET	X	X	X	X	X
2	G-002	SHEET INDEX AND AREA DESIGNATIONS	X	X	X	X	X
3	G-003	SYMBOLS AND LEGEND	X	X	X	X	X
4	G-004	ABBREVIATIONS	X	X	X	X	X
5	G-005	GENERAL NOTES AND DESIGN CRITERIA	X	X	X	X	X
6	G-006	EXISTING SITE PLAN	X	X	X	X	X
<b>EROSION CONTROL</b>							
7	E-001	TESC NOTES AND PLAN		X	X	X	X
8	E-002	TESC DETAILS		X	X	X	X
<b>CIVIL</b>							
9	C-001	CIVIL NOTES		X	X	X	X
10	C-002	SITE AND YARD PIPING PLAN - 1	X	X	X	X	X
11	C-003	SITE AND YARD PIPING PLAN - 2	X	X	X	X	X
12	C-004	INFLUENT SEWER PLAN AND PROFILE - 1	X	X	X	X	X
13	C-005	INFLUENT SEWER PLAN AND PROFILE - 2	X	X	X	X	X
14	C-006	FORCE MAIN PLAN AND PROFILE - 1	X	X	X	X	X
15	C-007	FORCE MAIN PLAN AND PROFILE - 2	X	X	X	X	X
16	C-008	CIVIL DETAILS - 1	X	X	X	X	X
17	C-009	CIVIL DETAILS - 2	X	X	X	X	X
<b>STRUCTURAL</b>							
18	S-001	ABBREVIATIONS, GENERAL NOTES & SYMBOLS	X	X	X	X	X
19	S-002	STRUCTURAL NOTES	X	X	X	X	X
20	S-003	STRUCTURAL PLAN - 1	X	X	X	X	X
21	S-004	STRUCTURAL PLAN - 2	X	X	X	X	X
22	S-005	STRUCTURAL SECTIONS - 1	X	X	X	X	X
23	S-006	STRUCTURAL SECTIONS - 2	X	X	X	X	X
24	S-007	STRUCTURAL DETAILS - 1		X	X	X	X
25	S-008	STRUCTURAL DETAILS - 2		X	X	X	X
<b>PROCESS</b>							
26	D-001	ABBREVIATIONS, GENERAL NOTES & SYMBOLS	X	X	X	X	X
27	D-002	MECHANICAL EQUIPMENT SCHEDULES	X	X	X	X	X
28	D-003	MECHANICAL PLAN - 1	X	X	X	X	X

## EXHIBIT C - PRELIMINARY DRAWING LIST

Section 8, Item A.

			30% Design	60% Design	90% Design	100% Design	Bid Documents
29	D-004	MECHANICAL PLAN - 2	X	X	X	X	X
30	D-005	MECHANICAL SECTIONS	X	X	X	X	X
31	D-006	MECHANICAL DETAILS - 1		X	X	X	X
32	D-007	MECHANICAL DETAILS - 2		X	X	X	X
<b>ELECTRICAL</b>							
33	E-001	ELECTRICAL SYMBOLS AND ABBREVIATIONS	X	X	X	X	X
34	E-002	EI&C NOTES	X	X	X	X	X
35	E-003	ONE-LINE DIAGRAM	X	X	X	X	X
36	E-004	ELECTRICAL PLAN	X	X	X	X	X
37	E-005	CABLE SCHEDULE		X	X	X	X
38	E-006	LIFT STATION ELEVATION		X	X	X	X
39	E-007	DISCONNECT PANEL		X	X	X	X
40	E-008	ELECTRICAL DETAILS - 1		X	X	X	X
41	E-009	ELECTRICAL DETAILS - 2		X	X	X	X
42	E-010	MCC DIAGRAM		X	X	X	X
<b>INSTRUMENTATION</b>							
43	I-001	SYMBOLS AND ABBREVIATIONS		X	X	X	X
44	I-002	P&ID	X	X	X	X	X
45	I-003	CONTROL PANEL LAYOUT - 1		X	X	X	X
46	I-004	CONTROL PANEL LAYOUT - 2		X	X	X	X
47	I-005	CONTROL PANEL WIRING AND NETWORK DIAGRAM		X	X	X	X
48	I-006	DISCRETE INPUT 1 WIRING DIAGRAM		X	X	X	X
49	I-007	DISCRETE INPUT 2 WIRING DIAGRAM		X	X	X	X
50	I-008	DISCRETE OUTPUT WIRING DIAGRAM		X	X	X	X
51	I-009	ANALOG INPUT WIRING DIAGRAM		X	X	X	X
52	I-010	ANALOG OUTPUT WIRING DIAGRAM		X	X	X	X



June 06, 2024

Conсор  
Jake Colberg, Project Manager  
600 University Street, Suite 300  
Seattle, WA 98101  
206.462.7030  
[jake.colberg@consoreng.com](mailto:jake.colberg@consoreng.com)

### **Project**

City of Lake Forest Park  
Beach Drive Lift Station  
Lake Forest Park, WA 98155

### **Scope of Work**

CG Engineering will provide preliminary structural engineering design for the new Beach Drive Lift Station. We anticipate that the wet/drywell lift station will have a footprint of approximately 10' x 15', and a depth of approximately 25' into the ground. It is our understanding that the control equipment will be located within the drywell, and therefore an above-ground building will not be part of the overall project. The structural design of a support slab for a new emergency generator will, however, be part of this scope, including seismic anchorage. The subgrade lift station itself will consist of a concrete mat foundation, concrete walls, and a concrete lid.

As part of preliminary design, CG Engineering will provide structural drawings consisting of plans, sections, and basic details, along with a 30% structural cost estimate. We anticipate there will be approximately 4 to 6 drawings sheets for preliminary design. Additional structural consultation will be part of this scope of work, including review of the site plan and survey, review of the geotechnical recommendations, participation in project discussions, and the overall structural review and evaluation of the proposed improvements. We will also assist in the development of the structural portion of the preliminary design report. We have included time in the scope of work for up to (4) virtual team meetings.

**Preliminary Structural Design Fee = \$19,570.00 (NTE)**

### **Assumptions**

- This scope is limited to preliminary design level documents.
- Formal specifications are not part of this scope of work. We will provide a table of contents for the proposed structural specifications.
- Geotechnical recommendations will be provided prior to design.
- AutoCad compatible floor and site plans will be provided for our use.
- Shoring, if required, will be the contractor's responsibility as part of bidder design. Shoring design and drawings are not part of this scope of work.
- The design of site walls, detention vaults, or other site structures are not included in this scope of work.
- Visits to the site or in-person meetings will not be required as part of preliminary design.



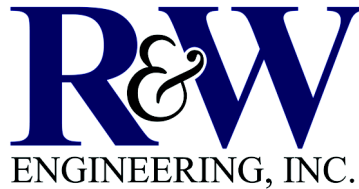
## 2024 Schedule of Charges

<u>Personnel Charges</u>	<u>Hourly Rate</u>
Managing Principal	\$250.00
Principal	\$235.00
Associate Principal	\$220.00
Project Manager	\$205.00
Structural Engineer III	\$175.00
Structural Engineer II	\$145.00
Structural Engineer I	\$115.00
Civil Engineer III	\$175.00
Civil Engineer II	\$145.00
Civil Engineer I	\$115.00
Planner III	\$175.00
Planner II	\$145.00
Planner I	\$115.00
CAD Drafter III	\$135.00
CAD Drafter II	\$115.00
CAD Drafter I	\$ 95.00
Clerical	\$ 90.00

*Rates are subject to change on a yearly basis.*

**CITY OF LAKE FOREST PARK BEACH DRIVE LIFT STATION  
 STRUCTURAL ENGINEERING  
 LEVEL OF EFFORT  
 CG ENGINEERING**

TASK	LABOR CLASSIFICATION (HOURS)					Total Hours	ESTIMATED FEES Total Cost
	Principal	Project Manager	SE III	CAD Drafter II	Clerical		
	\$235	\$205	\$175	\$115	\$90		
<b>Preliminary Design Phase</b>							
Correspondence & Coordination w/ Prime Consultant & Team	4	4				8	\$1,760.00
Develop Preliminary Structural Drawings	4	12	40	16		72	\$12,240.00
Structural Narrative (Part of Preliminary Design Report)	2	4				6	\$1,290.00
Team Meetings (Assume 4 Virtual Meetings)	4	4				8	\$1,760.00
Team Structural Consultation & Review of Geo Report	2	4				6	\$1,290.00
Structural Cost Estimate		6				6	\$1,230.00
<b>TOTAL ANTICIPATED DESIGN EFFORT</b>	<b>16</b>	<b>34</b>	<b>40</b>	<b>16</b>	<b>0</b>	<b>106</b>	<b>\$19,570.00</b>



June 6, 2024

483-P24-007

Conсор  
One SW Columbia St., Suite 1700  
Portland, OR 97204

Attention: Jake Colberg

Subject: Beach Drive LS – Preliminary Design (30%) – Revision 1

Dear Jake:

R&W Engineering, Inc. is pleased to provide you with the following proposal for professional electrical engineering services. We have included our scope of work, fee proposal, rate schedule, and our standard terms and conditions for your use. We look forward to the opportunity to work with you on this project.

This proposal supersedes all other proposal for the same project which have an earlier date or lower revision index.

**Project Understanding:**

Project Location: Lake Forest Park, WA

Project Description: Provide the electrical and Instrumentation & Control (I&C) design to a 30% level effort for a below grade, dry well/wet well waste water pumping station (Lift Station). Lift Station to include an outdoor rated, sound-attenuating enclosed standby power generator on the site, and a sump pump located at the bottom of the dry well side of the station. Lift station will house the electrical and controls equipment in the dry well side (upper “floor”), exclusive of the utility power meter, service disconnect, and possibly the Automatic Transfer Switch (ATS), which will be located on site, outside of the Lift Station. It is assumed the 30% design will require (4) electrical drawings.

In addition to the drawings, a “Preliminary Design Report” will be developed by Conсор; R&W will provide input for the electrical and control portions of the report, as requested.

Client Contact: Email from Jake Colberg to Jeff Howard on 5/24/2024 with (2) attachments: Beach Drive Lift Station Scope and Fee.pdf and Options Analysis Memorandum.pdf.

**Scope of Work:**

1. Preliminary Design
  - 1.1. Attend a kick-off meeting, led by Consor to go over project objectives, expectations, deliverables, and schedule. Meeting is assumed to be up to (2) hours in duration and to be held virtually.
  - 1.2. Conduct up to (1) site visit, if necessary, to examine existing conditions and gather data for coordination with electrical utility.
    - 1.2.1. Contact serving power utility to determine available power configuration, if necessary.
  - 1.3. Coordinate electrical design with the project design team.
    - 1.3.1. Attend up to (2) coordination meetings. Meetings are assumed to be up to (1) hour in duration and to be held virtually.
    - 1.3.2. Coordinate, as needed, via e-mail and/or telephone.
    - 1.3.3. Begin preliminary sizing calculations for standby generator at Lift Station.
  - 1.4. Coordinate the control system/SCADA design with the project design team and the owner.
    - 1.4.1. Specific coordination meetings are not anticipated, but control system/SCADA coordination to be included as part of the coordination meetings listed above.
  - 1.5. Prepare 30%-Level electrical drawings for coordination and review. Drawing review sets to be delivered in PDF format. Anticipated 30%-level drawings include:
    - 1.5.1. Legend and Abbreviations
    - 1.5.2. Preliminary One-Line Diagram
    - 1.5.3. Preliminary Site Plan
    - 1.5.4. Preliminary Lift Station Equipment Layout
  - 1.6. Provide an electrical Specification Table of Contents for the anticipated electrical and I&C technical specification sections only. No actual specifications to be provided under this work.
  - 1.7. Provide a 30%-level opinion for cost of construction for the electrical and control/SCADA systems.

- 1.8. Provide input, as requested, on the electrical and controls/SCADA sections of the preliminary design report, prepared by Conсор.
- 1.9. Attend up to (1) 2-hour, review/workshop meetings with the project design team and owner. Meeting is assumed to be virtual and is in addition to the other coordination meetings, listed above.

**Assumptions:**

- 1. Any item not specifically listed in the Scope is not part of the scope for the project. Any request for services not specifically listed in the scope will be considered additional services.
- 2. All printing, copying and reproduction of documents for permitting, bidding and any purpose other than client review of R&W work progress will be done by others.
- 3. The fee listed assumes a single and continuous design effort for a building or project similar to that described. Any changes to the building/project, building/project background, program, use, etc. that occur after substantial completion of the design for the building/project or any portion of the building/project will constitute additional services. Any stopping of work or "shelving" of the project and restarting work will constitute additional services.
- 4. Project backgrounds (station, site, etc.) will be provided to R&W in an electronic format compatible with AutoCAD 2020.
- 5. Any required drawing standards will be provided to R&W Engineering by Conсор within 2 weeks of notice to proceed. If no drawing standards are provided, we will proceed with the drawing standards we have on file. Should drawing standards change during design, additional fee may be required.

**Exclusions:**

- 1. Design services beyond 30% level effort, bidding support, and services during construction. These phases will be handled under separate proposal processes.
- 2. Anything not specifically listed above.

**Fee Proposal:**

R&W proposes to provide the services listed above on a time and material, not to exceed without prior authorization basis. The fees shall be as listed in the summary below.

Preliminary (30%) Design Documents.....\$17,470.00

For the purpose of time and material work and any hourly work agreed to beyond this scope, the enclosed billing rates shall be considered as our standard rates. Our standard rates shall be subject to annual revision.

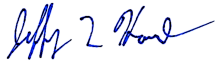
**Project Billing Setup:**

Upon signed contract, please indicate your preferred invoicing method, if no method is selected, invoicing will default to email only:

- Email Invoice sent to: [billing@consoreng.com](mailto:billing@consoreng.com)
- Hardcopy Mailed Invoice sent to: [One SW Columbia St., Ste 1700, Portland, OR 97204](#)
- Both Email and Hardcopy Invoice to above confirmed contacts

Please feel free to call with any questions that you might have. Again, we look forward to working with you on this project.

Sincerely,



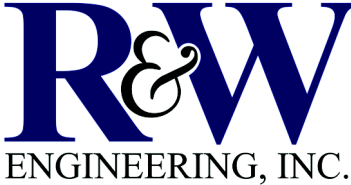
R&W Engineering, Inc.



R&W accepts credit cards for payment of services. Our system will accept American Express, Visa, Master Card, and Discover.

Enclosures: Rate Schedule





**2024 HOURLY BILLING RATES**

PRINCIPAL _____	\$225.00/hr
PROJECT MANAGER _____	\$200.00/hr
SENIOR ENGINEER II _____	\$185.00/hr
SENIOR ENGINEER I _____	\$150.00/hr
ENGINEER _____	\$135.00/hr
SENIOR TECHNICIAN II _____	\$145.00/hr
SENIOR TECHNICIAN I _____	\$120.00/hr
TECHNICIAN/DESIGNER _____	\$105.00/hr
PROJECT SUPPORT _____	\$87.50/hr
CAD II _____	\$105.00/hr
CAD I _____	\$90.00/hr
CLERICAL _____	\$60.00/hr
MILEAGE _____	IRS ALLOWABLE EXPENSES PLUS 10%
OTHER EXPENSES _____	COST PLUS 10%

Expires: December 31, 2024

## BEACH DRIVE LIFT STATION, LAKE FOREST PARK

Herrera Environmental Consultants (Herrera) has prepared this scope of work and budget estimate to provide critical areas fieldwork and documentation in support of Option 1A of the Beach Drive Lift Station Project (Project) in the City of Lake Forest Park (City) to Consor North America, Inc. (Consor, Client). The Project area is located across nine tax parcels; however, the study area for this scope of work encompasses only six parcels located north of Lake Washington at 17350, 17356, 17358, 17360, 17364, and 17335 Beach Drive NE, Lake Forest Park, Washington. Critical areas fieldwork and significant tree surveys on the remaining tax parcels within the project area at 17347, 17345, and 17337 Beach Drive NE has already been completed by others.

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project.

### Assumptions

- The City has already completed critical areas delineations and significant tree surveys for three city-owned parcels within the project area: 17347, 17345, and 17337 Beach Drive NE, Lake Forest Park, Washington. These parcels will not be investigated by Herrera. This proposal assumes the critical areas information prepared for these three parcels is adequate for permitting.
- Upon notice to proceed, the Client will provide Herrera with the AutoCAD files for the 17347, 17345, and 17337 Beach Drive NE that include all surveyed features, including wetlands, shoreline, stream, buffers, and significant trees.
- The Client will provide Herrera with the critical areas report or memorandum for the properties at 17347, 17345, and 17337 Beach Drive NE that were documented by others.

### Task 1.0 – Project Management

Consor's project manager, Jake Colberg, is the main client contact for Herrera. Liliana Hansen is Herrera's project manager and Christina Merten is Herrera's principal in charge for this project.

Project management for this phase will consist of overseeing task progress, internal team communications, monthly invoice and progress reports, and client/team meetings. Herrera will conduct a kickoff meeting prior to initiating fieldwork (Task 3) with Consor and the City to confirm project details, confirm property access permission, and fieldwork timing. Herrera's project manager will have phone and email communication with the Client for up to 3 months.

# SCOPE OF WORK

---

## Assumptions

- A 1-hour kickoff meeting will be attended by Herrera’s project manager and one biologist and will be hosted virtually.
- Up to three additional team meetings attended by Herrera’s project manager will be conducted virtually, lasting up to 1 hour each.

## Deliverables and Schedule

- Kickoff meeting notes via email: 1 week following kickoff meeting.
- Project work is anticipated to take up to 3 months to complete and will begin once contract approval is received (anticipated September 2024).

## Task 2.0 – Background Data Collection

Herrera will review existing documents and data related to onsite wetlands, streams, and shoreline, as well as previously delineated critical areas at 17347, 17345, and 17337 Beach Drive NE, associated with the development of a future City park. In addition to City-sourced documentation, other existing and available public agency environmental data and mapping resources applicable to the Project site and its immediate vicinity will be reviewed. Representative agency-sourced environmental data resources to be reviewed may include:

- City of Lake Forest Park data resources, as available, including GIS layers, maps, aerial photographs, and prior critical areas reports.
- U.S. Department of Agriculture, Natural Resources Conservation Service Soil Surveys.
- Washington Department of Fish and Wildlife’s Priority Habitat and Species (PHS) maps.
- Washington State Department of Natural Resources Water Typing maps and Natural Heritage Program data.
- U.S. Fish and Wildlife Service’s National Wetland Inventory and site-specific iPac reporting regarding native plant and or wildlife species and or associated critical habitat that is protected according to provisions of the Endangered Species Act.
- National Oceanic and Atmospheric Administration - Fisheries listing of species and associated critical habitats that are within their jurisdiction for Endangered Species Act protection within the project vicinity.

## Assumptions

- The City will provide any other critical area permitting documents for known proposals on adjacent properties, including the three parcels delineated by others, listed above, upon notice to proceed.

# SCOPE OF WORK

## Deliverables

- Results of background data collection will be incorporated into the Critical Areas Report for the six parcels in the study area included as part of Task 4.

## Task 3.0 – Critical Area Fieldwork

Herrera will delineate wetlands and shorelines (Lake Washington) within the designated study area. Adjacent areas within 200 feet of the study area will be observed from study area boundaries but not flagged. Herrera will collect notes on wetlands and streams within 200 feet of the study area (depending on visibility) to provide general information on mapping approximate wetland locations and rating wetlands to determine buffers for those areas within 200 feet of the study area. Wetlands will be delineated based on the *1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual and Western Mountains, Valleys, and Coast Region Supplement* and rated based on the *2014 Department of Ecology Rating Forms for Western Washington, Version 2* (Ecology Rating Form). Wetland buffers will be determined utilizing the Ecology Rating Form, per the City of Lake Forest Park Municipal Code (LFPMC), Chapter 16.16.

The ordinary high water mark (OHWM) of Lake Washington and Lyon Creek will be flagged based on the Department of Ecology (Ecology) guidance – *Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State* (2016). The Shoreline buffer will be determined based on the City of Lake Forest Park Shoreline Master Program, LFPMC 16.18 and the stream buffer will be determined based on LFPMC 16.16.

Delineated wetlands, streams, and shoreline will be marked in the field with stakes or flagging. Herrera biologists will collect data on soils, hydrology, vegetation, and OHWM indicators and record data on wetland determination forms and field notes. Herrera biologists will document wetlands, the shoreline, and uplands with site photographs. Wetland, shoreline, and sample plot locations will be mapped utilizing a Global Positioning System (GPS) unit with sub-meter accuracy under ideal conditions (e.g., no forest canopy, multiple satellites.).

Within the study area, significant trees will be located with a GPS unit, identified as deciduous or conifer, and their diameter at breast height (DBH) measured and recorded. Significant trees include those greater than 6 inches DBH, per LFPMC 16.14.030. Significant trees in the north portion of 17335 Beach Drive NE were previously surveyed with DBH by others and will not be documented by Herrera. All remaining significant trees at 17335 Beach Drive NE will be identified and mapped by Herrera with GPS.

## Assumptions

- GPS equipment will provide accuracy within 1 meter. If canopy coverage or satellite coverage does not allow for this level of accuracy, professional land survey could be necessary to capture

## SCOPE OF WORK

significant trees or delineated critical area boundaries that are within 5 feet of proposed project actions. Consor will be responsible for contracting with professional surveyors if needed.

- Up to four wetlands will be delineated and rated within the study area. If additional wetlands are identified during the study area during fieldwork, additional scope and budget may be needed.
- Herrera will collect wetland, shoreline, and significant tree data utilizing GPS for the six parcels in the study area and provide shapefiles to the Client to incorporate into the 30-percent design.
- Wetland delineation fieldwork will be completed in two 9-hour days by two Herrera biologists, including travel.
- Significant tree mapping will be completed in two 8-hour days by one Herrera biologist/GIS specialist, including travel.
- The Client or City will obtain access permission from the six private property owners (17350, 17356, 17358, 17360, 17364 Beach Drive NE and 17335 Beach Drive NE) before the fieldwork date.
- Offsite wetlands will not be delineated/flagged, but data will be collected from study area boundaries to inform their ratings, as required by the City's Critical Areas Ordinance. Existing critical areas information provided by the City will be utilized to assist with rating off-site wetlands (to the west).
- No obstacles such as large, dense blackberry patches will restrict biologists' access during the field investigation.
- The City will obtain all necessary rights-of-entry for the field investigation.
- Critical areas reviewed will include wetlands, streams, and shorelines, but not geological hazards, frequently flooded areas, or aquifer recharge areas.

### Deliverables

- A critical areas map in GIS identifying wetland, shoreline boundaries, significant trees, and sample plot locations (PDF format and Shapefile). Wetland buffers will be determined in Task 4 and provided to the client with the Critical Areas Report deliverable.

## Task 4.0 – Critical Areas Report and Significant Tree Survey

A Critical Areas Report (CAR) will be prepared documenting the wetlands, streams, and shoreline delineated in Task 3 within the study area, in accordance with LFPMC 16.16. The report will include a brief description and references for methodology used, names of staff conducting the delineation, dates of fieldwork, and assessment/documentation of whether normal precipitation conditions were present at the time of delineation. The report will include existing conditions maps identifying wetlands, stream OHWM, shoreline OHWM, buffers, sample plot locations, and other pertinent existing features. The

## SCOPE OF WORK

---

wetland delineation methodology section will refer to the 1987 Corps manual and Western Mountains, Valleys, and Coast Region Supplement.

Results will include a description of each wetland delineated including a summary of observed soils, vegetation, and hydrology at wetland and upland observation points. Results will also include a description of the shoreline including lake and riparian vegetation. The report will present U.S. Fish and Wildlife Services wetland vegetation classes and hydrogeomorphic classes. Hydrologic, water quality, and wildlife functions of each wetland identified will be described based on information recorded on Wetland Rating Forms. Wetland Rating Forms will include the required figures.

Following LFPMC 16.16 and 16.18, wetlands, streams, and the shoreline will be documented including corresponding regulated buffer widths. The report will include photographs of wetlands, streams, the shoreline, and typical upland areas. Wetland determination and rating data forms and associated figures will be included in an appendix to the report.

In accordance LFPMC 16.16.380, the report will include a discussion of fish and wildlife habitat conservation areas documented on or adjacent to the Project site parcel including endangered or threatened species identified under the Endangered Species Act and Washington state priority habitats and species identified by Washington Department of Fish and Wildlife.

The report will include a table with the significant tree description (coniferous or deciduous) and DBH. This table will correspond to the GPS-located map provided in Task 3.

## Assumptions

- Herrera will incorporate one comprehensive round of comments into the final CAR.
- A mitigation plan will be prepared under a separate contract, during the 60% design phase.

## Deliverables

- Draft CAR and Significant Tree Survey in Word format.
- Final CAR and Significant Tree Survey in PDF format.

## Task 5.0 – Permit Matrix

Herrera will prepare a simple (1-3 pages) permit matrix in spreadsheet format outlining necessary permits, triggers, and estimated permit timelines for required permits associated with Option 1A. The



## SCOPE OF WORK

---

permit matrix will be based on the project description and development footprint provided by the Client to determine potential impacts from Option 1A.

### Deliverables

- Draft Permit Matrix in PDF format.
- Final Permit Matrix in PDF format.



Cost Estimate for Beach Drive Lift Station, Lake Forest Park  
 Herrera Project No. 22-07897-002  
 6/12/2024

Task No.

Schedule	Task Start Date		2024 Burdened Labor Rates	Task No.					Total
	Task Start Date	Task End Date		1	2	3	4	5	
Herrera Labor based on: Burdened Labor Rates									
<b>Staff</b>	<b>Labor Category</b>								
Hansen, Liliana	Scientist IV	\$206.91		2	22	23		2	57
Bartish, Nicholas	Scientist II	\$134.51		3	18	38		5	67
Merten, Christina	Scientist VI	\$293.41		0	0	3		1	4
Mirabile, Tina	Scientist IV	\$224.13		0	0	10		1	12
Rudnick, Tracy	Project Accountant IV	\$173.65		0	0	0		0	4
Jackowich, Pamela	Administrative Coordinator IV	\$143.83		0	0	9		0	9
Stebbing, Rebecca	GIS Analyst II	\$128.62		0	24	24		0	48
<b>Total Hours per Task</b>				5	64	107		9	201
<b>Subtotal Labor</b>				\$817	\$10,060	\$17,373		\$1,604	\$32,832
<b>Subtotal Herrera Labor</b>				\$817	\$10,060	\$17,373		\$1,604	\$32,832

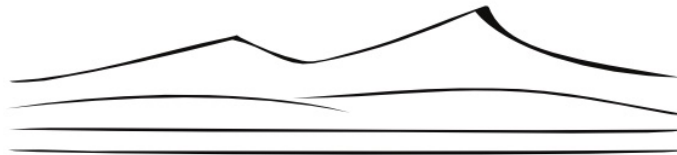
Travel and Per Diem (PD)		Unit	Unit Cost
Auto Use	Mile	0	\$0.67
<b>Subtotal Per Diem</b>			\$372
<b>Subtotal Per Diem</b>			\$249
<b>Subtotal Per Diem</b>			\$0

Other Direct Costs (ODCs)		Unit	Unit Cost
GPS unit (Arrow 100 w/ iPad)	Day	0	\$85.00
Wetland Delineation Field Kit	Day	0	\$25.00
<b>Subtotal ODCs</b>			\$110
<b>Subtotal ODCs</b>			\$0

<b>Subtotal Per Diem, Lab Costs, and ODCs</b>	\$0	\$0	\$359	\$0	\$0	\$359
---	-----	-----	-------	-----	-----	-------

<b>Grand Subtotal</b>	\$2,978	\$817	\$10,419	\$17,373	\$1,604	\$33,191
<b>Grand Total</b>						\$33,191

Section 8, Item A.



Cultural Resource Consultants

Project Scope and Fee Proposal

Client Information

Applicant	Project Manager / Contact Name	Phone
<b>Conсор</b>	<b>Jake Colberg</b>	
Mailing Address	City, State, Zip	Email
		<b>Jake.Colberg@consoreng.com</b>

Project Information

Project Title	Regulatory Nexus	CRC Project Number		
<b>Beach Drive Lift Station 30 Percent Design</b>	<b>SEPA</b>	<b>2405P</b>		
Project Location		Project City		
<b>17335 - 17364 Beach Drive</b>		<b>Lake Forest Park, WA 98155</b>		
Section	Township	Range	County	Total Project Area
<b>10</b>	<b>26 N</b>	<b>04 E</b>	<b>King</b>	<b>&lt; 1 acre</b>

Project Description

City of Lake Forest Park seeks to replace two aging lift stations (LS16 and LS17). For the selected option (1A), the 8-inch gravity sewer discharging into LS17’s wet well would be extended through the existing wet well to eventually terminate in a new manhole in Beach Drive adjacent to the City’s future Lakefront Park. The lift station influent line will drain into the wet well portion of a wet well/dry well concrete structure. Two horizontal dry pit submersible chopper pumps located in the structure’s dry well will draw from the wet well. From there, the sewage will discharge through a newly constructed force main to eventually terminate in the gravity sewer system to the southwest in Beach Drive. The properties at 17350, 17356, 17358, 17360, and 17364 Beach Drive NE will need to update their side sewer configuration to drain to the new gravity line in Beach Drive. Afterwards, the 8-inch diameter lake line and associated manholes will be abandoned in place. The Lake Forest Park Civic Club side sewer will also need to be replaced and updated to drain to the existing gravity sewer line in Beach Drive, southwest of LS16. Both LS16 and LS17 will be abandoned in place, along with the existing LS16 force main. A preliminary location for the new lift station in Beach Drive, adjacent to the future Lakefront Park parking lot, has been selected. The lift station’s control panel will be below-ground, encapsulated in the dry well. A backup generator will be located adjacent to the lift station to its north. Depth of the proposed gravity line in Beach Drive will range from 18 to 20 feet.

## Project Schedule

---

### Anticipated Completion Date:

**September 2024-January 2025** CRC anticipates receiving notice to proceed in September. Schedule for monitoring geotechnical explorations is TBD. CRC anticipates completing the cultural resources assessment report within one month following field investigations inclusive of the monitoring.

## Project Assumptions

---

\* This scope and budget is based upon Option 1A as shown and described in the information provided on 24 May 2024. Any changes may require a change in budget to accommodate updating project information not received prior to the start of this project.

\* This scope and budget is based upon the assumption that CRC's current levels of insurance liabilities are sufficient for this project (sample certificate of insurance attached).

\* This scope assumes that no more than one (1) archaeological and two (2) historic sites will be identified within the project area. This budget was prepared with the assumption that no more than eight (8) shovel probes would be excavated and no more than one (1) day of archaeological monitoring of geotechnical explorations will occur. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.

\* This scope assumes that any available relevant project information and conceptual layouts will be provided with the signed agreement so that CRC may begin this project immediately upon receipt of signed agreement.

\* This budget assumes the client will provide utility locator services, per Washington State Law (RCW 19.122), prior to CRC field investigations. CRC will provide markings in coordination with the geotechnical engineer to facilitate the locate request.

\* This scope does not include additional services for impact mitigation regarding archaeological or historic sites.

\* This scope assumes that no in person meetings with clients and/or stakeholders will be required.

\* This scope assumes that the City will provide immediate Right Of Entry to CRC so the project may be completed within the stated project schedule.

\* This scope assumes that the property is safe for CRC archaeologist to enter and free of contaminants, health hazards and other unsafe working conditions.

\* If human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.

## Project Deliverables

---

CRC will provide the following project components as part of this cultural resources assessment.

**Task 1 - Background Research**

CRC will conduct a search on Washington Department of Archaeology and Historic Preservation's (DAHP) WISAARD system to identify recorded historic built environment, historic register listed properties, archaeological sites, cemeteries, and previously completed cultural resources assessment in proximity to the project location. CRC will review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location from a variety of available resources. The goal of background research is to provide contextual information regarding the natural environment and cultural use of the project location, identify recorded cultural resources, and determine the potential for as-yet unrecorded cultural resources to be encountered during proposed project actions.

**Task 2 - Tribal Contact**

CRC will contact the cultural resources staff of Tribes that may have an interest in or information regarding the project location. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation. Copies of this correspondence and received responses will be included as an attachment in the cultural resources assessment.

**Task 3 - Field Identification**

CRC will conduct field investigations of the project location to identify any aboveground evidence of archaeological or historic sites. Investigation will include pedestrian survey, archaeological monitoring during geotechnical explorations, and subsurface excavation in amenable environments that have the potential to contain buried archaeological deposits. Methods will be consistent with DAHP guidelines. CRC will provide markings for utility locates prior to subsurface investigations.

**Task 4 - Documentation of Findings**

CRC will document and record identified archaeological and historic sites within the project location on DAHP archaeological and/or historic site(s) forms. All identified resources will be photo-documented and recorded in the field. Archaeological materials or deposits will be documented and reburied, if appropriate, within the find location. Cultural resources will be evaluated for significance following local, state, and/or national significance as appropriate based on the project's regulatory nexus. Documentation will be consistent with DAHP standards and will be completed on DAHP's WISAARD system.

**Task 5 - Cultural Resources Assessment Report**

CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards and the appropriate requirements based on the regulatory nexus. Report and support materials will be provided electronically in PDF format. An inadvertent discovery protocol and primary contacts will be provided as an attachment in the assessment. This task includes one round of consolidated comments from the client prior to the submission of the final report. CRC will assist the client in submitting the cultural resources assessment and any associated documentation to DAHP's WISAARD system.

\* No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations we present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

**Project Fee**

---

The fee for services described above is anticipated to be no more than \$ 7,595.00

\* The time frame and fee for services quote is valid for ten (10) business days.

\* Monthly invoices will be provided to the client electronically.

\* CRC will retain project records for three years following expiration of the agreement.





August 9, 2024

**CONSOR NORTH AMERICA, INC.**

600 University Street, Ste 300  
Seattle, WA 98101

Attn: Jake Colberg

Transmitted via email to: Jake.Colberg@consoreng.com

**Re: Scope and Fee for Geotechnical Engineering Services, Rev 1.**  
Beach Drive Lift Station, 30 Percent Design  
Lake Forest Park, WA

Ciani & Hatch Engineering, PLLC (CHE) is pleased to submit this scope and fee estimate for geotechnical services to support 30 percent design of the Beach Drive Lift Station project (Project) for the city of Lake Forest Park (City).

**PROJECT BACKGROUND**

The City owns and operates two lift stations located in Beach Drive. The two lift stations were constructed in 1961, rehabilitated in 2002, and are past their intended operating lives. The City is looking to replace them with a single lift station and has completed an alternatives analysis to identify a preferred option to advance to 30 percent design. The selected alternative includes construction of a new lift station, extending to a depth of approximately 23 feet, and approximately 410 feet of new gravity sewer pipeline.

**PROPOSED SCOPE OF SERVICES**

The following tasks define CHE's proposed geotechnical engineering scope of services to support 30 percent design of the project.

**TASK 1. GEOTECHNICAL EXPLORATION PROGRAM**

CHE will execute a Geotechnical Exploration Program, which will include the following tasks:

- Develop a Geotechnical Work Plan. CHE will review readily available published geologic maps, geotechnical reports, and drawings for the Site and prepare a geotechnical work plan. The work plan will document the planned field work, schedule, traffic control, safety measures, and required subcontractors to execute the work.
- Based on initial site review, the project is located within a Landslide Hazard Critical Area. Lake Forest Park Municipal Code 16.16.230 requires a Critical Area Work Permit for advancing geotechnical explorations (soil logs) within a mapped critical area. CHE will prepare a critical area permit justification memo to support the permit application package.
- Prepare and submit a City of Lake Forest Park Right-Of-Way (ROW) Permit application package, including supporting figures and traffic control plans. The application package will be submitted for the City's review and approval.

- Coordinate the clearance of underground utilities at our proposed exploration areas. Exploration locations will be marked in the field and the Washington Utilities Coordinating Council's "One Call" locating service will be contacted.
- Explore the subsurface soil and groundwater conditions by advancing two geotechnical borings to depths of 35 to 45 feet below ground surface. One boring will be completed with a standpipe piezometer groundwater monitoring well. Total drilled footage will not exceed 80 feet.
- CHE personnel will monitor the advancement of the borings, collect representative soil samples, and prepare detailed boring logs of the conditions observed.
- Soil samples collected from the exploratory borings will be delivered to an external geotechnical laboratory for further examination and classification. Soil samples obtained from the explorations will be held in our laboratory for 30 days after submittal of final report or 180 days after completion of the exploration program, whichever is sooner. After that date, the soil samples will be disposed of unless arrangements are made in writing to retain them.
- Perform laboratory testing on selected soil samples obtained from the exploratory borings proposed for the redevelopment. The laboratory testing program is anticipated to include 12 index tests (grain size distribution analyses, combined grained analysis, percent passing the #200 Sieve, or Atterberg limits), and 4 moisture content determinations.
- Install a pressure transducer data logger to continuously record groundwater levels within the monitoring well.
- Complete four additional site visits to collect groundwater monitoring data in the monitoring well over the course of design.

#### ASSUMPTIONS

- Geotechnical explorations can be completed in 2 days and will be completed on weekdays, during daylight hours.
- Consor will prepare and submit a Critical Area Work Permit to support geotechnical borings in Beach Drive.
- The City will issue CHE a no cost right-of-way use permit.
- Site soil is free of contaminants and analytical testing of soil and groundwater is excluded from this scope. If potentially contaminated soil or groundwater is detected during drilling, CHE will immediately stop drilling and notify Consor.
- Explorations advanced in existing pavement will be patched with quick-setting concrete.
- Neither CHE nor its drilling subcontractor will be responsible for damage to unmarked or mismarked utilities
- Well decommissioning is excluded from this scope of services and should be included as a bid item in the project plans and specifications.
- Surveying of geotechnical exploration locations is not required. We will estimate locations using hand-held GPS and completed exploration locations will be marked in the field with a wood stake and flagging.

**DELIVERABLES**

- Geotechnical Work Plan
- ROW Use Permit
- Critical Area Permit Justification Memorandum to support Critical Area Permit Application package

**TASK 2. GEOTECHNICAL ENGINEERING ANALYSIS AND REPORT**

The results of the field exploration and laboratory testing program will be summarized in a draft report, which will be submitted to Consor for review and comment. Upon receipt, CHE will address comments and submit a final report, signed, and sealed by a Professional Engineer licensed to practice in Washington. Geotechnical recommendations will include:

- A summary of the anticipated subsurface soil and groundwater conditions at the site, including summary boring logs, groundwater monitoring plots, and a site plan showing the approximate locations of the borings.
- Seismic design criteria conforming to the 2018 International Building Code.
- A discussion of regional and local seismicity addressing the potential for seismically induced soil liquefaction, lateral spreading, slope instability, and fault rupture at the site
- Recommendations for earthwork and grading, including criteria for trench excavation, temporary shoring, maximum allowable slopes for temporary excavations, and subgrade preparation.
- Recommendations for pile foundation support, pipe bedding, structural fill material requirements, the reuse of site materials as structural fill, and structural fill placement and compaction criteria.
- Recommended lateral earth pressures for use in design of the wet well, below grade structures, and temporary shoring.
- Discussion of buoyancy effects and uplift concerns for buried structures below the groundwater table.
- Recommendations for shallow foundation support of the lift station.

**ASSUMPTIONS**

- Consor will provide CHE with project base maps in AutoCAD format.
- CHE will respond to one set of consolidated comments on the Draft report.
- Memo preparation will follow CHE's internal quality control/quality assurance review process, which includes review by a subcontracted technical editor.
- Task includes project management for 6 months of project duration.

**DELIVERABLES**

- Draft and Final geotechnical engineering report in PDF format.

### TASK 3. PROJECT MANAGEMENT

Task 3 will include project management through 30 percent design. This task includes invoicing, subcontractor payments and management, and attendance at virtual project team meetings.

#### ASSUMPTIONS

- CHE project management services for up to 6 months.
- CHE staff member will attend two project design team meetings. Project meetings will be virtual and up to 1 hour in duration.

#### COST ESTIMATE

Services will be provided on a time-and-expense basis in accordance with the attached Fee Schedule. CHE estimates the above service can be completed for a fee of \$57,600, as detailed in Table 1.

Table 1. Cost Estimate.

Task	CHE Labor and Expense	Subcontractor Expense	Total Estimated Cost
Task 1. Geotechnical Exploration Program	\$16,800	\$20,600	\$37,400
Task 2. Geotechnical Engineering Analysis & Report	\$14,900	\$1,800	\$16,700
Task 3. Project Management	\$3,500		\$3,500
<b>Total:</b>		<b>\$57,600</b>	

CHE will not exceed the proposed budget without Consor’s written authorization.

#### AUTHORIZATION

CHE proposes to conduct the above-described scope of services on a time and expense basis in accordance with the attached Fee Schedule. To authorize our services, please prepare a subconsultant services agreement, consistent with previous agreements between CHE and Consor, referencing this scope and fee.

Beach Drive Lift Station  
August 9, 2024

**CLOSING**

We appreciate the opportunity to work with you on this project. If you have questions or require additional information, please contact Whitney at [wciani@chegeotech.com](mailto:wciani@chegeotech.com) or 208-408-0620.

**CIANI & HATCH ENGINEERING, PLLC**



**Whitney L. Ciani, PE**  
President/Principal Geotechnical Engineer



**Mikayla S. Hatch, PE**  
Vice President/Senior Geotechnical Engineer

**Attachments:**  
2024 Fee Schedule

## FEE SCHEDULE – 2024

<b>LABOR CATEGORY</b>	<b>HOURLY RATE</b>
Principal Engineer	\$210
Senior Engineer	\$165
Project Engineer	\$145
Senior Staff Engineer	\$130
Staff Engineer	\$120

Rates apply to all labor, including overtime.

<b>EXPENSE ITEM</b>	<b>RATE</b>
Drilling Field Kit	\$55/day
Pilot Infiltration Testing Field Kit	\$200/day
Pressure Transducer Data Logger	\$200/month \$1200/year
Water Level Reader	\$30/day
Inclinometer	\$250/day
Dynamic Cone Penetrometer	\$250/day

### MILEAGE

Mileage incurred in support of project tasks will be billed at the current IRS standard mileage rate. The standard mileage rate for 2024 is \$0.67 per mile.

### SUBCONTRACTOR SERVICES AND OTHER EXPENSES

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will be charged at a rate of cost plus a twelve percent (12%) handling charge.

### INVOICES

Invoices for Ciani & Hatch Engineering PLLCs' services will be issued monthly. Interest of 1.5 percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

### TERM

The above rates will be held for calendar year 2024. CHE will review the above hourly rates with Client at the beginning of 2025 and make mutually agreeable adjustments for future calendar years, as appropriate.

# EXHIBIT B - Professional Services Agreement

BEACH DRIVE LIFT STATION 30% DESIGN  
CITY OF LAKE FOREST PARK  
PROPOSED FEE ESTIMATE

Section 8, Item A.

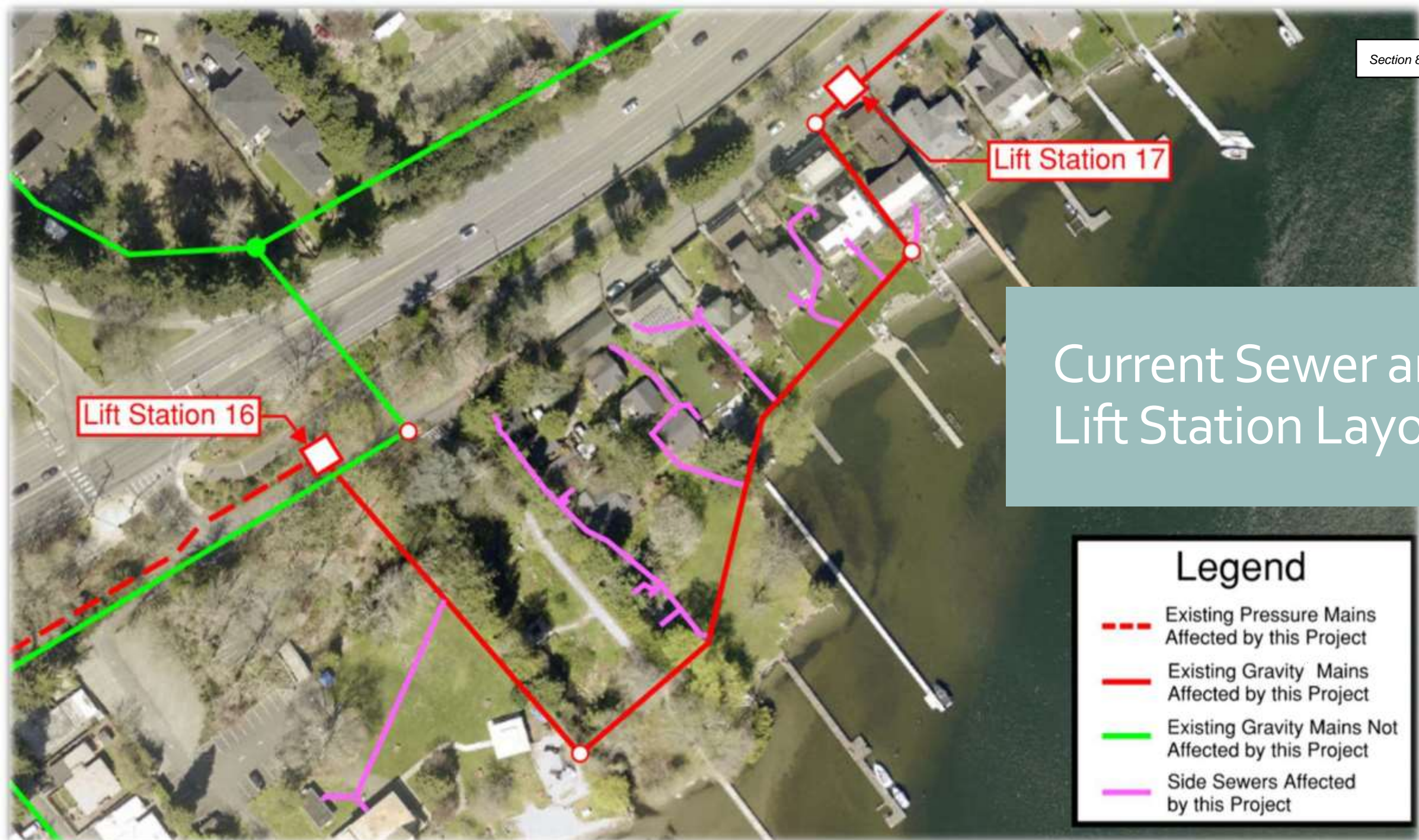
	LABOR CLASSIFICATION (HOURS)						Labor	Subconsultants					Subconsultant Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total
	Principal Engineer VI	Engineering Designer II	Project Coordinator I	Engineering Designer VI	Administrative III	Hours		Structural	E&IC	Permitting/Critical Areas	Geotech	Cultural Resources					
<b>Task 1 - Project Management</b>																	
Task 1.1 - Invoices/Status Reports	5				6	11	\$ 2,609						1.1	\$ -	\$ -	\$ -	\$ 2,609
Task 1.2 - Project Kickoff Meeting	1	2				3	\$ 715						1.1	\$ -	\$ -	\$ -	\$ 715
Task 1.3 - Coordination with City Staff	4					4	\$ 1,420						1.1	\$ -	\$ -	\$ -	\$ 1,420
Task 1.4 - Coordination with Subconsultants	4					4	\$ 1,420						1.1	\$ -	\$ -	\$ -	\$ 1,420
Task 1.5 - Decision Log	1	2				3	\$ 715						1.1	\$ -	\$ -	\$ -	\$ 715
Task 1.6 - Quality Management	16					16	\$ 5,680						1.1	\$ -	\$ -	\$ -	\$ 5,680
<b>Task 1 Subtotal</b>	<b>31</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>41</b>	<b>\$ 12,559</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,559</b>
<b>Task 2 - Preliminary Design</b>																	
Task 2.1 - Preliminary Design Criteria and Drawings	4	70		92		166	\$ 33,722						1.1	\$ -	\$ -	\$ 1,663	\$ 35,385
Task 2.2 - Preliminary Design Report	2	28	4	8		42	\$ 8,018						1.1	\$ -	\$ -	\$ 144	\$ 8,162
<b>Task 2 Subtotal</b>	<b>6</b>	<b>98</b>	<b>4</b>	<b>100</b>	<b>0</b>	<b>208</b>	<b>\$ 41,740</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,807</b>	<b>\$ 43,547</b>
<b>Task 3 - Subconsultants</b>																	
Task 3.1 - Structural Engineering Services						0	\$ -	\$ 19,570					1.1	\$ 21,527	\$ -	\$ -	\$ 21,527
Task 3.2 - Electrical, Instrumentation, and Controls Engineering						0	\$ -		\$ 17,470				1.1	\$ 19,217	\$ -	\$ -	\$ 19,217
Task 3.3 - Permitting and Critical Areas Services						0	\$ -			\$ 33,191			1.1	\$ 36,510	\$ -	\$ -	\$ 36,510
Task 3.4 - Geotechnical Services						0	\$ -				\$ 57,600		1.1	\$ 63,360	\$ -	\$ -	\$ 63,360
Task 3.5 - Cultural Resources Services						0	\$ -				\$ 7,595		1.1	\$ 8,355	\$ -	\$ -	\$ 8,355
<b>Task 3 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 19,570</b>	<b>\$ 17,470</b>	<b>\$ 33,191</b>	<b>\$ 57,600</b>	<b>\$ 7,595</b>		<b>\$ 148,969</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 148,969</b>
<b>Task 4 - Unanticipated Services</b>																	
Task 4.1 - Unanticipated Services						0	\$ -						1.1	\$ -	\$ 20,000	\$ -	\$ 20,000
<b>Task 4 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>
<b>TOTAL - ALL TASKS</b>	<b>37</b>	<b>102</b>	<b>4</b>	<b>100</b>	<b>6</b>	<b>249</b>	<b>\$ 54,299</b>	<b>\$ 19,570</b>	<b>\$ 17,470</b>	<b>\$ 33,191</b>	<b>\$ 57,600</b>	<b>\$ 7,595</b>		<b>\$ 148,969</b>	<b>\$ 20,000</b>	<b>\$ 1,807</b>	<b>\$ 225,074</b>





# Beach Drive Lift Station 30% Design Contract





# Current Sewer and Lift Station Layout

**Legend**

- Existing Pressure Mains Affected by this Project
- Existing Gravity Mains Affected by this Project
- Existing Gravity Mains Not Affected by this Project
- Side Sewers Affected by this Project





Conсор completed an Options Analysis for the City earlier this year

From that, the City's preferred option was selected to move forward

Option 1A is shown here



# Conceptual Lift Station Site Plan



## Conсор's 30% design scope of services includes:

- Project management
- Preliminary design
- Structural engineering
- Electrical engineering
- Permitting
- Critical areas
- Geotechnical
- Cultural resources





# Project Costs

## Design:

Options Analysis	\$28,708
30% Design	\$225,074
100% Design	TBD

## Construction:

AACE Class 5 OPPC	\$2,574,000
(as show on the right)	

Item	Description	Qty	Unit	Unit Cost	Total
1	Mobilization and Demobilization	1	LS	\$111,000	\$111,000
2	Traffic Control	1	LS	\$20,000	\$20,000
3	TESC	1	LS	\$11,000	\$11,000
4	Dewatering	1	LS	\$30,000	\$30,000
5	Sheeting, Shoring, and Bracing	1	LS	\$30,000	\$30,000
6	Dry Well/Wet Well Structure	1	LS	\$150,000	\$150,000
7	Manhole	1	LS	\$10,000	\$10,000
8	Pumps	2	EA	\$20,000	\$40,000
9	Valves and Piping	1	LS	\$15,000	\$15,000
10	Generator	1	LS	\$20,000	\$20,000
11	Electrical, Instrumentation, and Controls	1	LS	\$500,000	\$500,000
12	Clearing and Grubbing	1	LS	\$10,000	\$10,000
13	Temporary Bypass Pumping	1	LS	\$35,000	\$35,000
14	Site Restoration	1	LS	\$25,000	\$25,000
15	4" Diameter Force Main Sewer	40	LF	\$100	\$4,000
16	8" Diameter Gravity Sewer	410	LF	\$300	\$123,000
17	Sewer Laterals	7	EA	\$10,000	\$70,000
18	Asphalt Repair	1	LS	\$15,000	\$15,000
19	Additional Dry Well Components (Ventilation, Heating)	1	LS	\$5,000	\$5,000
	<i>Subtotal</i>				\$1,224,000
	Engineering (25%), Construction Management (25%), and Administrative Costs (10%)			60%	\$734,400
	Contingency			40%	\$489,600
	Sales Tax			10.3%	\$126,072
	<b>Total Project Cost</b>				<b>\$2,574,000</b>
	AACE Class 5 OPPC Upper Limit			+100%	\$5,148,000
	AACE Class 5 OPPC Lower Limit			-50%	\$1,287,000





now seeking to award a construction contract for the Project to the Contractor. This contract is included herewith as Attachment 2.

Gray & Osborne will provide construction management for the Project. The City has received a \$23,300 construction management scope and cost estimate from Gray & Osborne.

Parallel to the project's design development has been the acquisition of two utility easements and the settlement of an agreement concerning the deck at the home located at 16518 35th Avenue NE. Our right-of-way agent is actively acquiring these easements for the City. The agreement concerning the deck has been executed, and a deck contractor is on standby to meet the City's requirements as laid out in the agreement.

**Fiscal & Policy Implications**

The Surface Water Capital Fund supports construction and construction management for this Project.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> <li>• Adopt Resolution</li> </ul>	The City will contract with RW Lockwood Construction for construction of the 35th Avenue Drainage Improvements Project.
<ul style="list-style-type: none"> <li>• No Action</li> </ul>	The City will not contract with RW Lockwood Construction.

**Staff Recommendation**

Move to adopt Resolution 24-1970 Authorizing the Mayor to Sign a Contract with RW Lockwood Construction for Construction of the 35<sup>th</sup> Avenue Drainage Improvements Project

**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 \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

---

Tom French  
Mayor

ATTEST/AUTHENTICATED:

---

Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1970

## 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 as 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/prvWagelookup.aspx>

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

OR

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

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

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

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

**11. Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 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**

**RW LOCKWOOD CONSTRUCTION**

By: \_\_\_\_\_  
Thomas French, Mayor

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

\_\_\_\_\_  
Printed Name

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

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

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

Attest/Authenticated:

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

Approved as to Form:

\_\_\_\_\_  
Kim Adams Pratt, City Attorney

**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.

<b>BID SCHEDULE</b>					
		<b>CONTRACTOR BID</b>			
<b>BID ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>QUANTITY (QTY)</b>	<b>EXTENDED PRICE (UNIT PRICE x QTY)</b>
1.	Mobilization	LS	<b>5,306.18</b>	1	<b>5,306.18</b>
2.	Minor Change	CALC	\$10,000.00	1	\$10,000.00
3.	Surveying	LS	<b>8,000.00</b>	1	<b>8,000.00</b>
4.	Proeject Temporary Traffic Control	LS	<b>12,000.00</b>	1	<b>12,000.00</b>
5.	Clearing and Grubbing	LS	<b>3,032.10</b>	1	<b>3,032.10</b>
6.	Removal of Structures and Obstructions	LS	<b>17,614.98</b>	1	<b>17,614.98</b>
7.	Deck Removal	LS	<b>7,580.25</b>	1	<b>7,508.25</b>
8.	Locate Existing Utilities	LS	<b>7,580.25</b>	1	<b>7,580.25</b>
9.	Crushed Surfacing Top Course	TN	<b>151.61</b>	22	<b>3,335.31</b>

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

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

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:

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

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

If errors are found, or the Authorized Representative determines that the survey Work is insufficient for the project, the Contractor shall correct the errors and/or resolve insufficiencies, which may include removal and replacement of incorrectly installed improvements. All costs incurred to correct or complete the Work shall be at the Contractor’s expense, in accordance with Section 1-05.7.

**Payment**

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

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:

<b>Mobilization</b>	<b>Lump Sum</b>
---------------------	-----------------

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: \_\_\_\_\_



**AUGUST 2024**  
**G&O JOB#22462**



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

	DATE	APPD
	REVISION	No.



**CITY OF LAKE FOREST PARK**  
 KING COUNTY WASHINGTON  
**35TH AVENUE NE DRAINAGE IMPROVEMENTS**  
 VICINITY & LOCATION MAP, ABBREVIATIONS, SYMBOL LEGEND INDEX AND GENERAL NOTES

SHEET:	1
OF:	13
JOB NO.:	22462
	196

**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
€	CENTER LINE
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 CURB
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
<b>SURFACE FEATURES</b>		
		ASPHALT PAVEMENT
		LIMITS OF CLEARING
		SILT FENCE
<b>SURVEY</b>		
		RIGHT-OF-WAY CENTERLINE
		RIGHT-OF-WAY LINE
		CENTERLINE OF CONSTRUCTION
		PROPERTY LINE
		PERMANENT EASEMENT LINE
		CONTOUR LINE
		SAWCUT LINE (APPROXIMATE LOCATION)
<b>UTILITIES</b>		
		OVERHEAD UTILITIES
		BURIED ELECTRICAL
		BURIED TELEPHONE/COMMUNICATIONS
		BURIED COMMUNICATIONS
		BURIED CABLE TELEVISION
		BURIED FIBER-OPTIC LINE
		GAS MAIN (SIZE AS NOTED)
		WATER MAIN (SIZE AS NOTED)
		SANITARY SEWER MAIN (SIZE AS NOTED)
		STORM DRAIN (SIZE AS NOTED)
		CULVERT (SIZE & TYPE AS NOTED)
		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 OR 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(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
		FIRE HYDRANT (2-NOZZLE)
		FIRE HYDRANT (3-NOZZLE)
		GATE VALVE

**GAS/POWER/TELEPHONE SYMBOLS**

EXISTING	PROPOSED	DESCRIPTION
		GAS VALVE
		PAD MOUNT TRANSFORMER
		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**

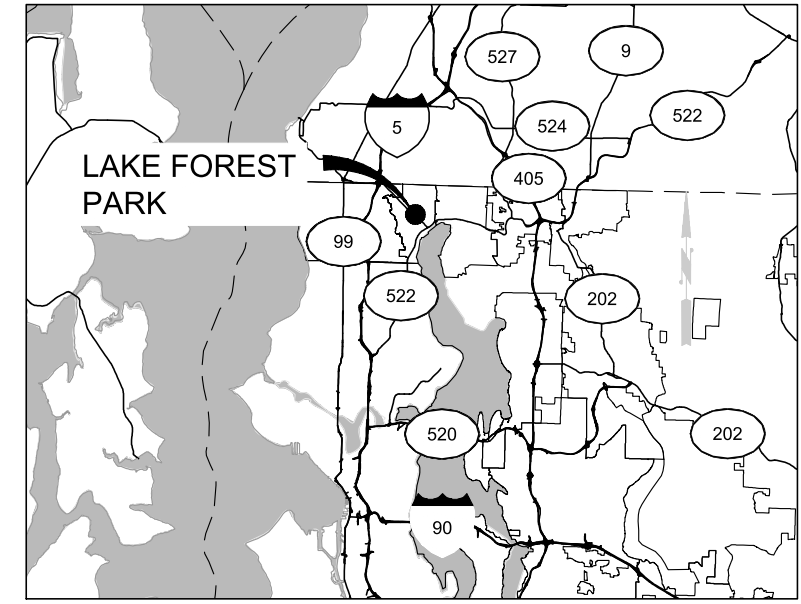
EXISTING	PROPOSED	DESCRIPTION
		CLEAN OUT (SAN. SEWER OR STORM)
		SANITARY SEWER MANHOLE
		STORM DRAIN CATCH BASIN, CONC. INLET, OR YARD/AREA DRAIN
		STORM DRAIN MANHOLE/TYPE 2 CATCH BASIN
		CONCRETE PIPE PLUG

**INDEX**

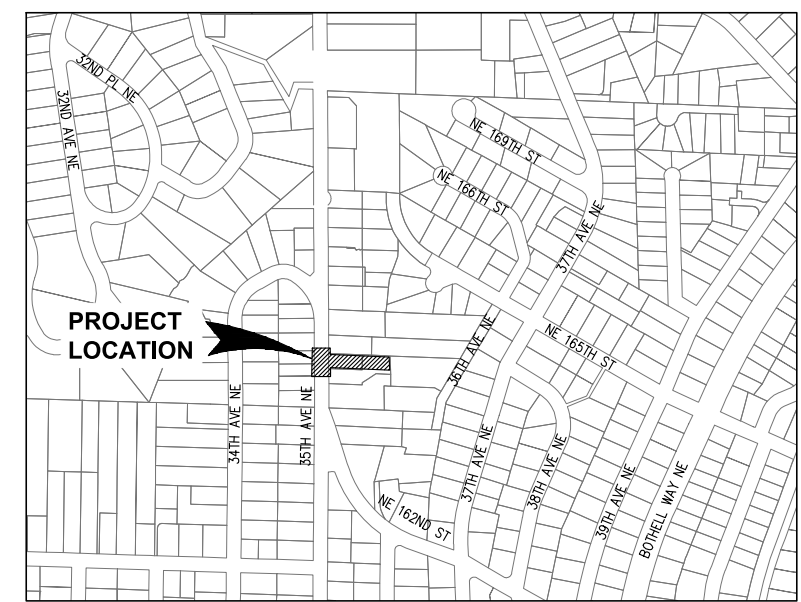
SHEET NO.	DESCRIPTION
0	COVER, CITY OFFICIALS
1	VICINITY AND LOCATION MAP, ABBREVIATIONS, SYMBOL LEGEND, INDEX AND GENERAL NOTES
2	SURVEY CONTROL
3	TESC PLAN
4	WSDOT TESC DETAILS
5	EXISTING/DEMOLITION PLAN & PROFILE
6	PROPOSED PLAN & PROFILE
7	STORM DETAILS
8	STORM DETAILS
9	STORM DETAILS
10	STORM DETAILS
11	EXISTING ENVIRONMENTAL CONDITIONS
12	SITE IMPACTS AND MITIGATION PLAN
13	PLANTING PLAN
14	PLANTING INSTALLATION DETAILS AND NOTES

**SURFACE FEATURES/LANDSCAPING**

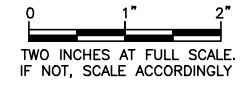
EXISTING	DESCRIPTION
	BUILDING
	MAIL BOX (NOTED)
	SIGN
	ROCK WALL
	MODULAR BLOCK WALL
	SHRUB
	TREE (CONIFER)
	TREE (DECIDUOUS)
	EDGE OF CREEK/STREAM OR OHWM



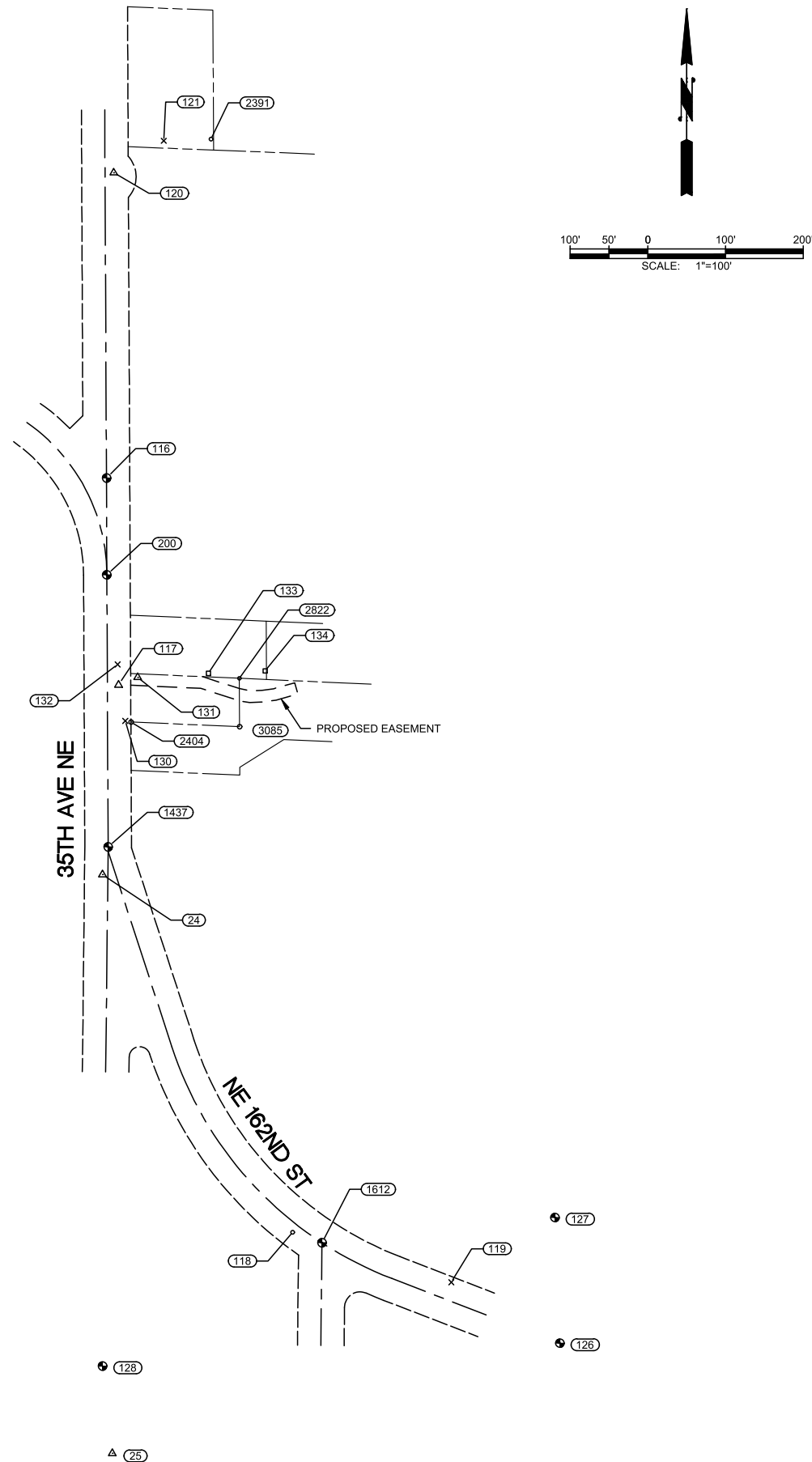
**VICINITY MAP**  
NOT TO SCALE



**LOCATION MAP**  
NOT TO SCALE

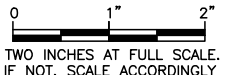


L:\Lake Forest Park\22462\_35th Drainage\02 PLANSET\Civil\SURVEY CONTROL.dwg, 8/16/2024 2:35 PM, COUSER



CITY OF LAKE FOREST PARK - 35TH AVE DRAINAGE				
JOB NUMBER - 22462				
HORIZONTAL DATUM: NAD83/2011				
WA. 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'+/- W/W FROM ASPH. EDGE 40TH AVE, 11'+/- N/NE OF STREET LIGHT #1707516.
11	277723.10	1284531.65	33.61	SFM=FOUND SURFACE MONUMENT, 3" BRASS DISC W/PUNCH, IN CONC. SIDEWALK, N/NE 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" DIA CONC MON W/ 1/2" BRASS PLUG & PUNCH, 1.2' DOWN IN CASE AT INTX OF NE 162ND ST & 35TH AVE NE.
1437	276338.08	1281748.41	227.19	SFMC, 3/8" BRASS PLUG W/ PUNCH SET IN CONC POST, DOWN 1.4' IN CASE, CENTERLINE OF 35TH AVE NE.
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.



Section 8, Item B.

**Gray & Osborne, Inc.**  
 CONSULTING ENGINEERS  
 3710 168TH STREET, NE, BLDG. B, SUITE 210  
 ARLINGTON, WA 98223 • (509) 454-5490

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

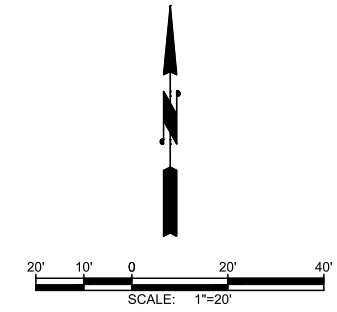
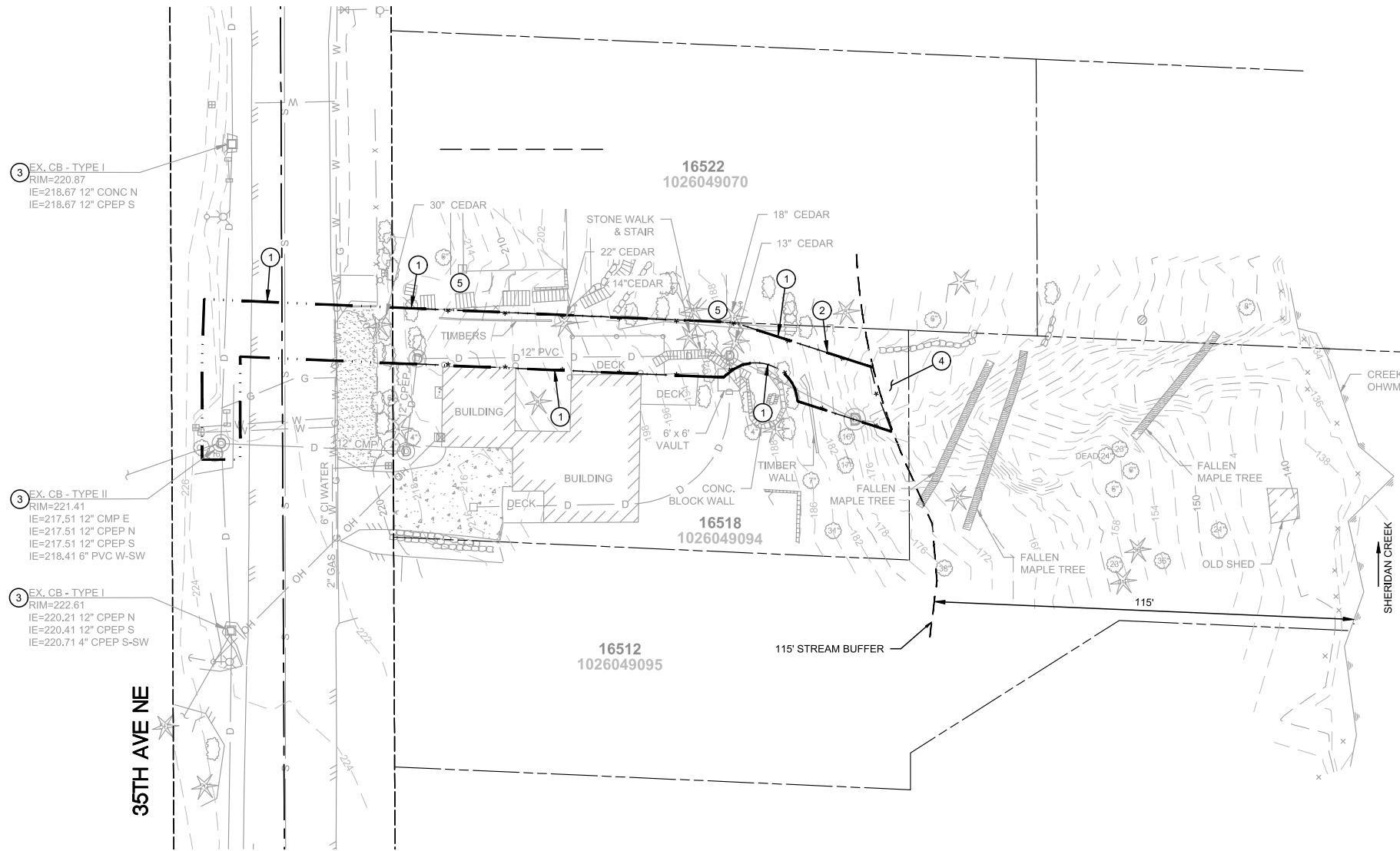
DATE	APPD
REVISION	No.

Professional Engineer  
 Richard A. Boyd  
 License No. 40007  
 State of Washington  
 Mechanical Engineering  
 08/19/2024

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

SHEET: <b>2</b>
OF: <b>13</b>
JOB NO.: 22462
<b>197</b>



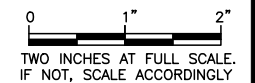


**EROSION / SEDIMENT CONTROL GENERAL NOTES**

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.



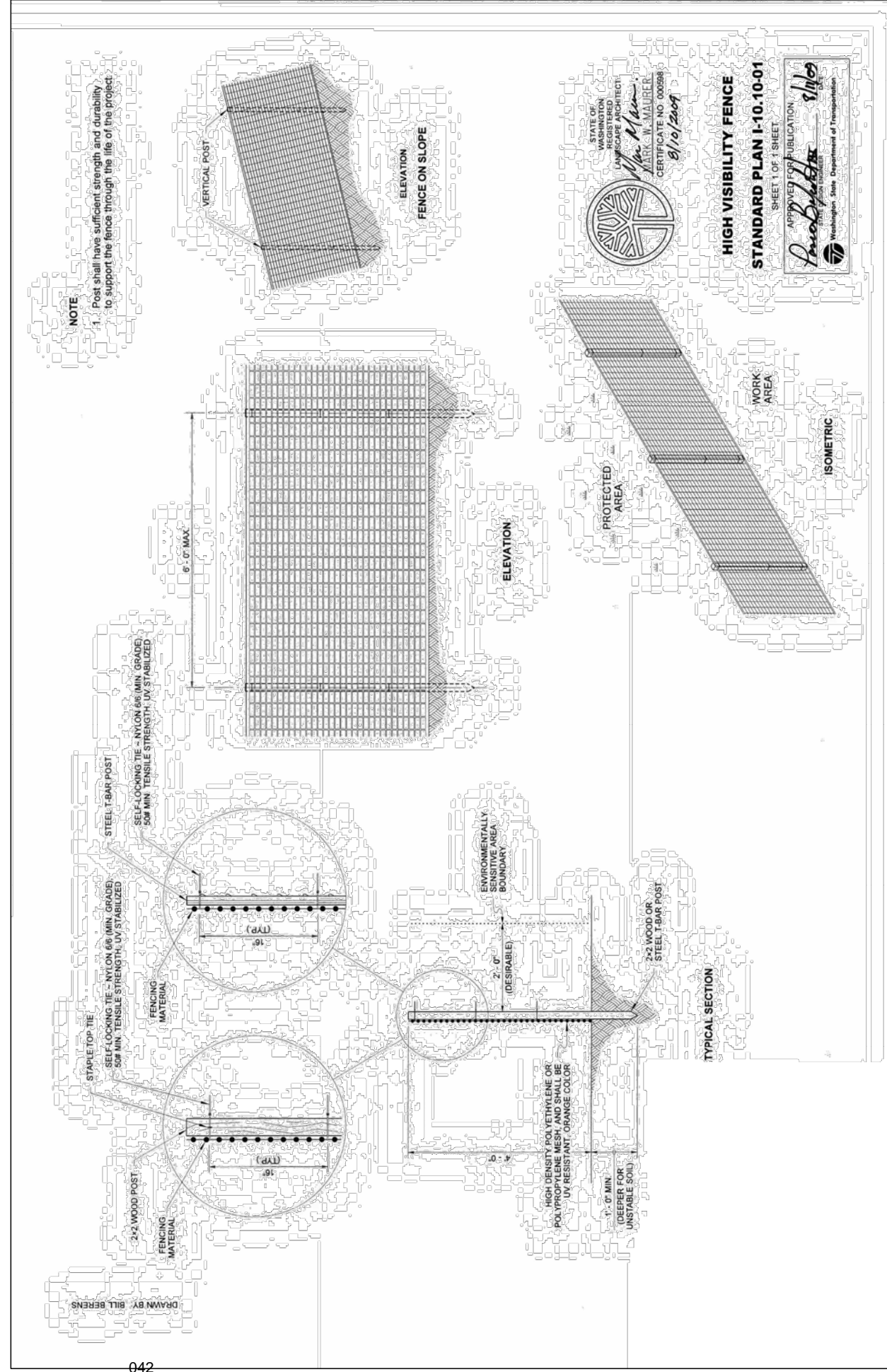
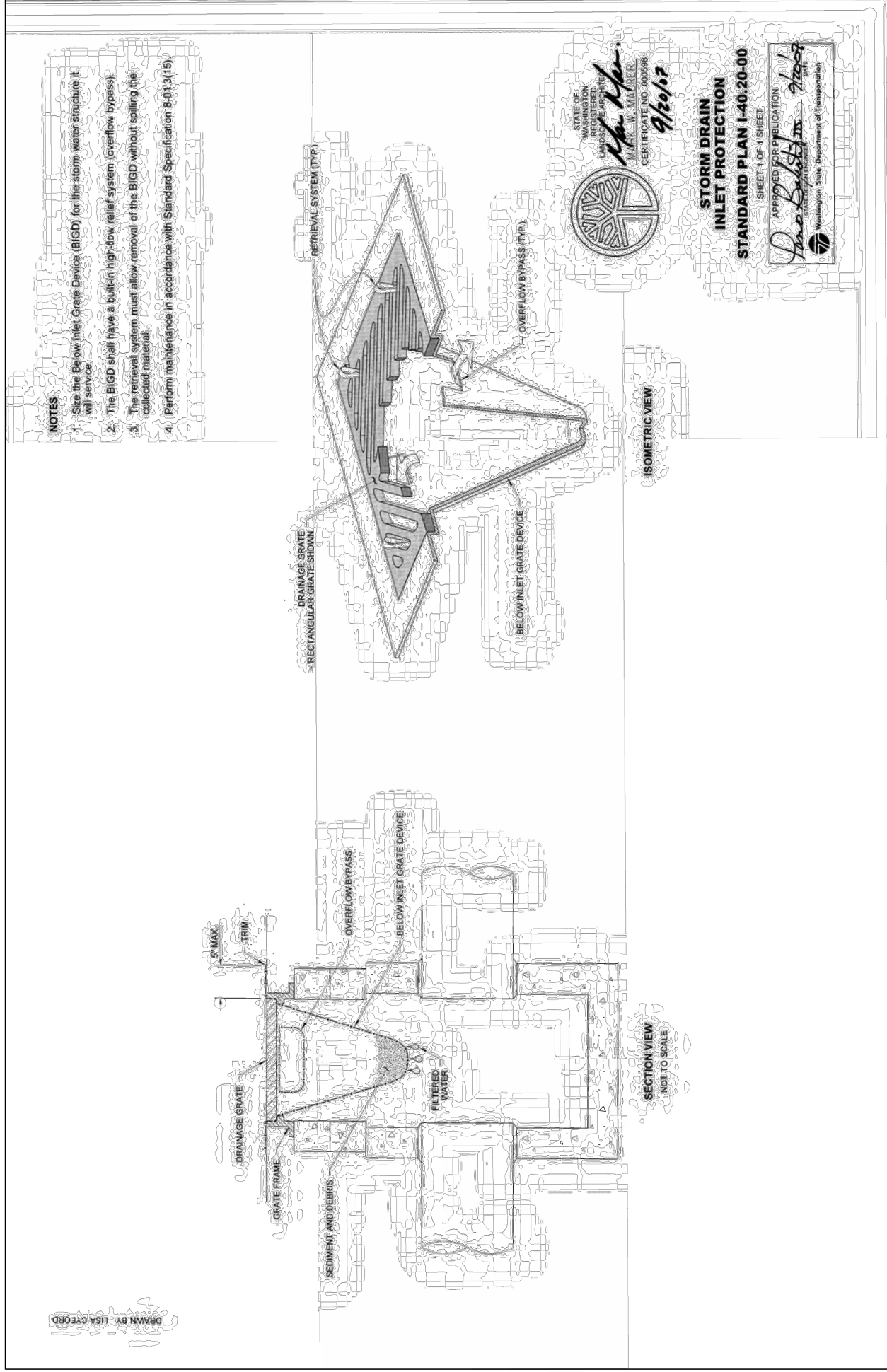
DATE: AUG 2024	SCALE: NOTED	SEMI	CLI	RWK
DRAWN:	CHECKED:	APPROVED:		

DATE	APPD
REVISION	No.



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

SHEET: 3
OF: 13
JOB NO.: 22462
198



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  
WSDOT TESC DETAILS

SHEET: 4  
OF: 13  
JOB NO.: 22462



DATE:	AUG 2024	
SCALE:	NOTED	
DRAWN:	SEM	
CHECKED:	CLI	
APPROVED:	RWK	
No.	DATE	APPD
REVISION	DATE	APPD

Section 8, Item B.

**Gray & Osborne, I**  
CONSULTING ENGINEERS  
3710 168TH STREET, NE, BLDG. B, SUITE 210  
ARLINGTON, WA 98223 • (509) 454-5490

EX. CB - TYPE I  
RIM=220.87  
IE=218.67 12" CONC N  
IE=218.67 12" CPEP S

EX. CB - TYPE II  
RIM=213.88  
IE=205.58 12" PVC S  
IE=205.38 12" PVC E

NOTE: ACCESS TO PARCEL #1026049070 IS NOT AVAILABLE AND NO DISTURBANCE IS PERMITTED.

16522  
1026049070

EX. CB - TYPE II  
RIM=190.71  
IE=188.11 12" PVC W  
IE=184.71 12" PVC SE  
IE=185.11 12" DI S

EX. CB - TYPE II 60"  
RIM=179.43  
IE=174.13 12" PVC NW  
IE=173.63 12" PVC E

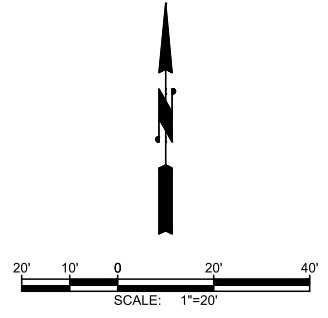
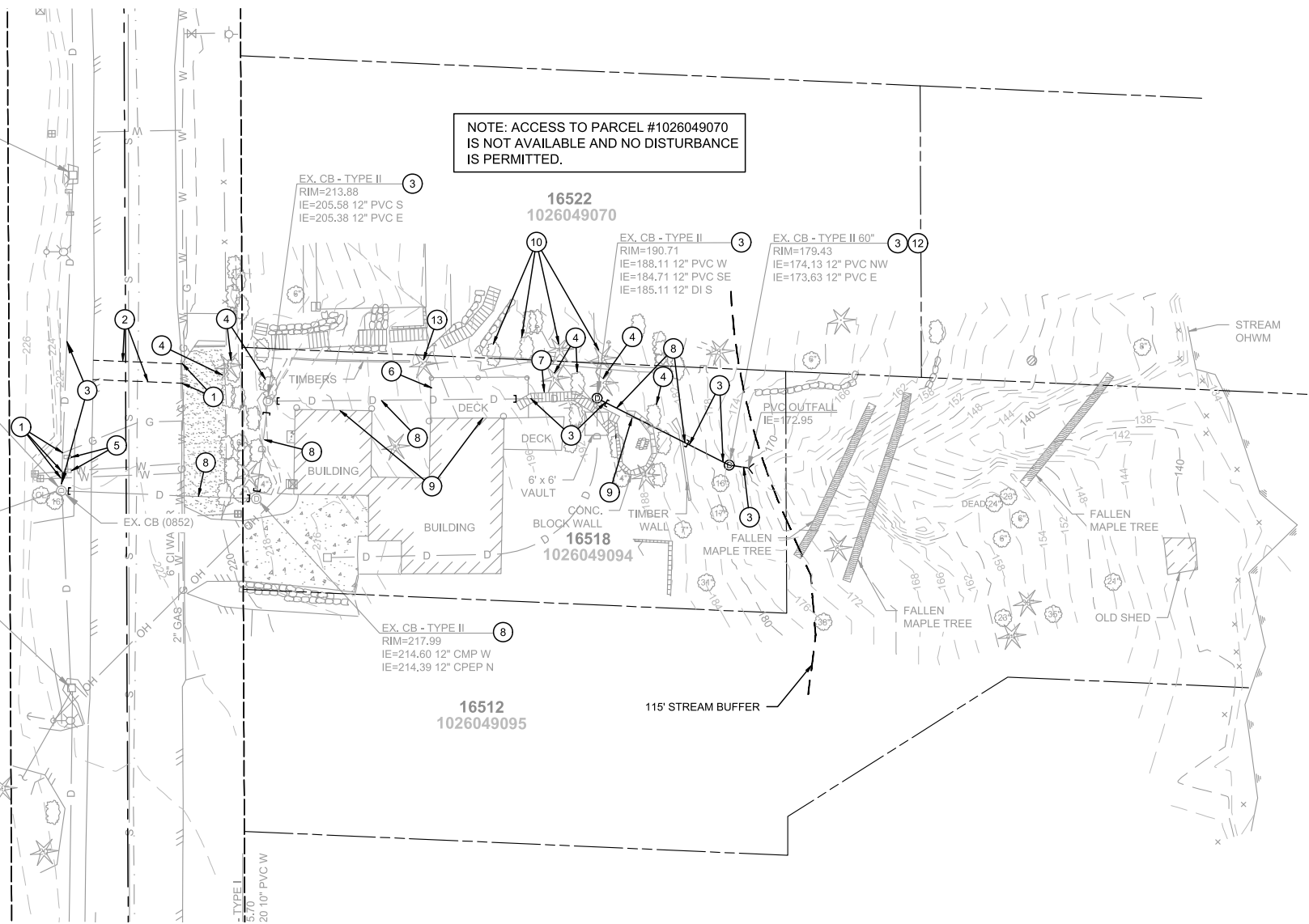
EX. CB - TYPE II  
RIM=221.41  
IE=217.51 12" CMP E  
IE=217.51 12" CPEP N  
IE=217.51 12" CPEP S  
IE=218.41 6" PVC W-SW

EX. CB - TYPE I  
RIM=222.61  
IE=220.21 12" CPEP N  
IE=220.41 12" CPEP S  
IE=220.71 4" CPEP S-SW

EX. CB - TYPE II  
RIM=217.99  
IE=214.60 12" CMP W  
IE=214.39 12" CPEP N

16512  
1026049095

35TH AVE NE



**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 1/2-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.

**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS  
3710 168TH STREET, NE, BLDG. B, SUITE 210  
ARLINGTON, WA 98223 • (509) 454-5490

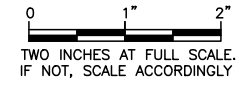
DATE: AUG 2024	NOTED	SEM	CLI	RWK
SCALE:	DRAWN:	CHECKED:	APPROVED:	

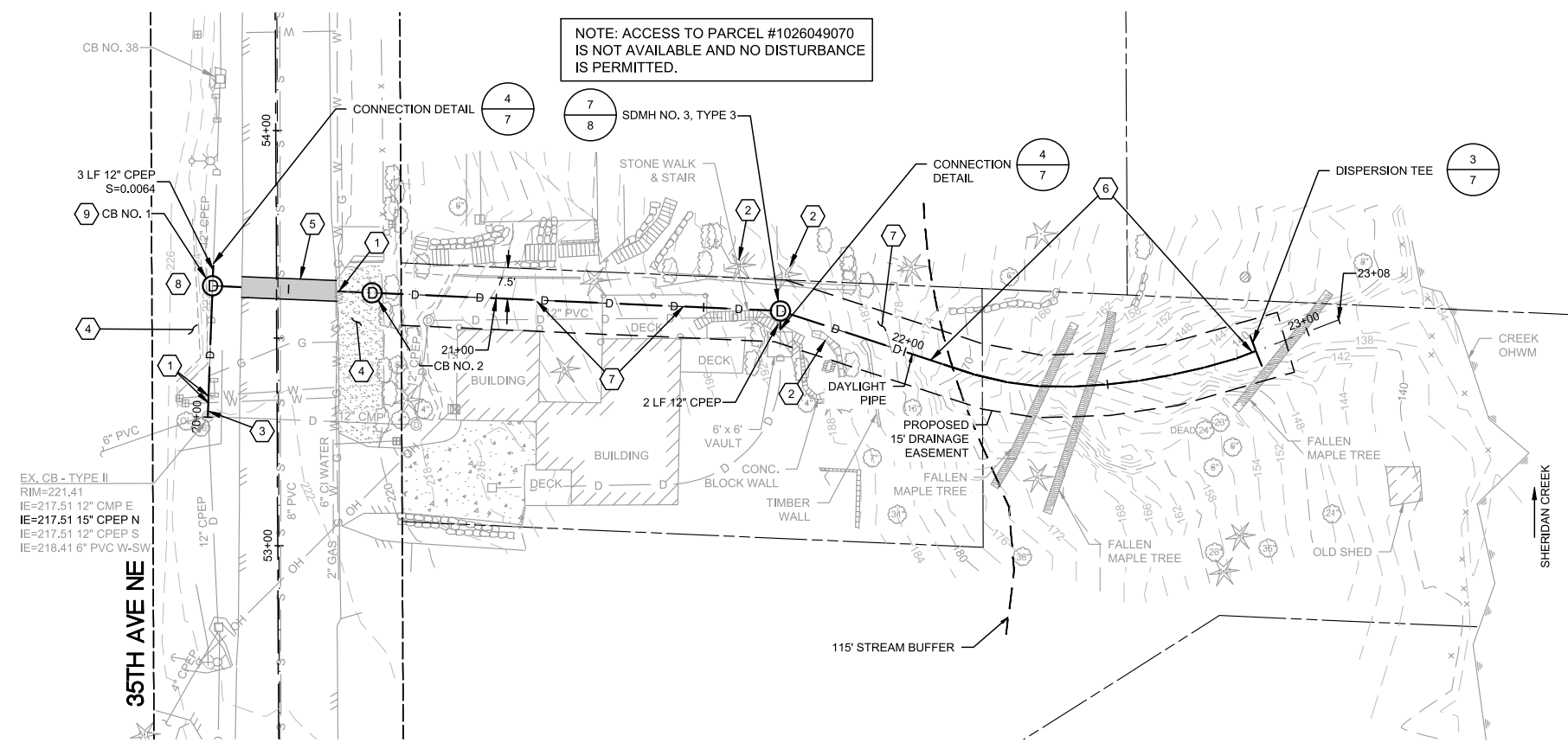
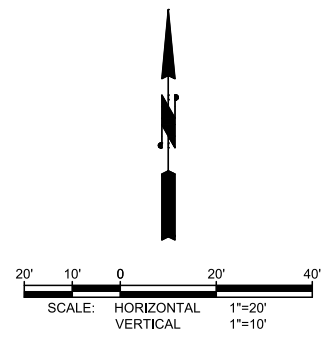
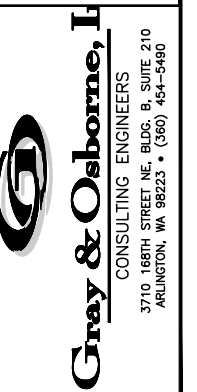
REVISION	DATE	APPD
No.		



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

SHEET: 5
OF: 13
JOB NO.: 22462
200



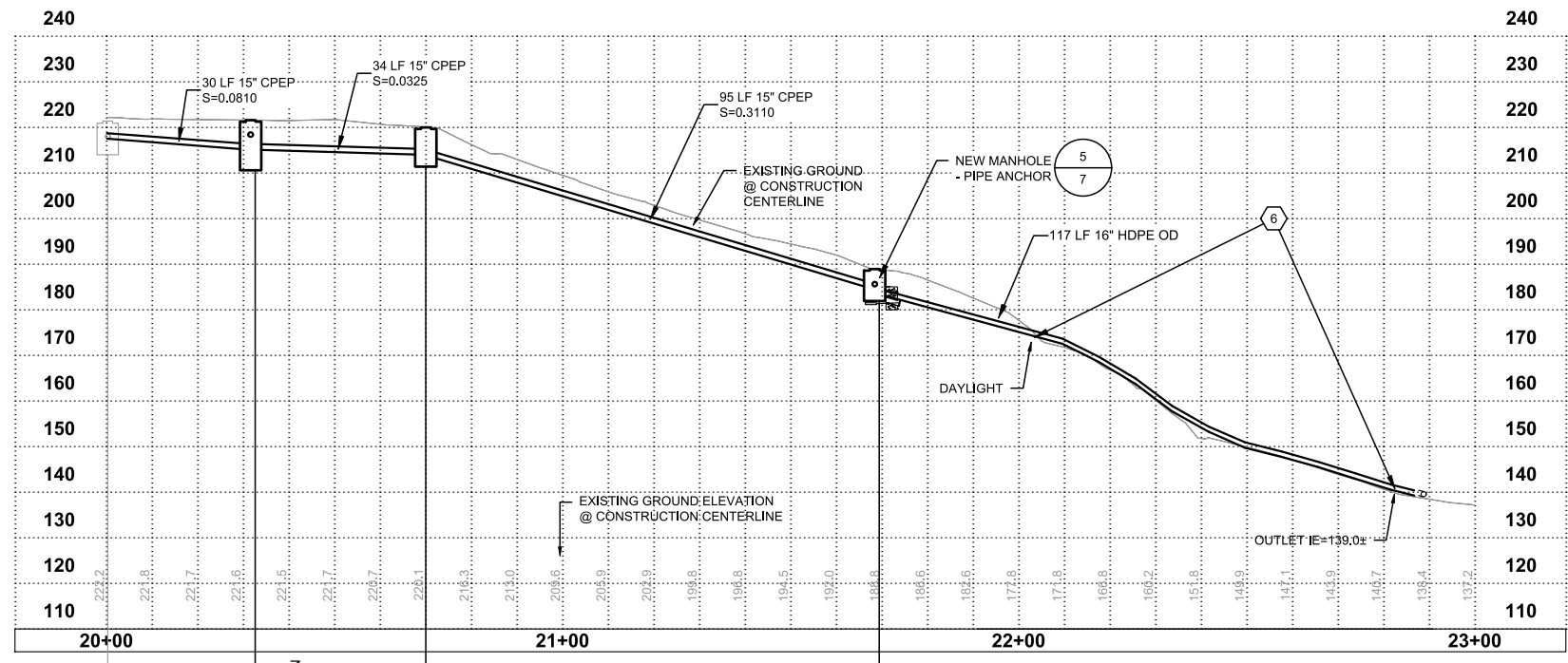


**CONSTRUCTION NOTES**

- CAUTION:** POTENTIAL UTILITY CONFLICT. CALL UTILITY LOCATE TO HAVE UTILITIES MARKED ON THE GROUND. VERIFY (POTHOLE) EXACT LOCATION AND DEPTH OF EFFECTED EXISTING UTILITIES. SEE ORDER OF WORK.
- PROTECT EXISTING UTILITY POLE, PEDESTAL, MAIL BOX, DRIVEWAY, WALKWAY, LANDSCAPING, TREE, SIGN, DURING CONSTRUCTION.
- CONNECT NEW STORM PIPE TO EXISTING CATCH BASIN SEE DETAIL 4, SHEET 7.
- RESTORE GRAVEL PARKING SURFACE WITH 4 INCHES CRUSHED SURFACING TOP COURSE.
- PATCH TRENCH. SEE DETAIL 2, SHEET 7.
- LAY HDPE PIPE ON GROUND SURFACE, NO CLEARING ALLOWED. HDPE PIPE TO BE PLACED UNDER FALLEN TREES.
- RESTORE LANDSCAPED AREAS WITH 6 INCHES OF TOPSOIL AND SLOPE AWAY FROM BUILDING. HYDROSEED DISTURBED AREAS.
- BYPASS STORM FLOWS AROUND WORK AREA.
- CB NO. 1 TO HAVE 4-FOOT DEEP SUMP. INSTALL 15-INCH "ELIMINATOR" MANUFACTURED BY GROUND WATER RESCUE, INC. ON OUTLET PIPE.

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

No.	REVISION	DATE	APPD



EX. TYPE 2, 48" Ø  
RIM=221.41  
IE=218.41 6" PVC W  
IE=217.51 12" CPEP S  
IE=217.51 12" CPEP N  
IE=217.51 12" CMP E  
IE=217.51 12" CMP E

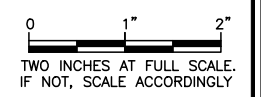
TYPE 2, 54" Ø, CB NO. 1  
W/ RECTANGULAR FRAME  
AND GRATE  
STA. 20+22.3, 0.0'  
RIM=221.66  
IE=215.12 15" CPEP S  
IE=MATCH EXISTING 12" CPEP N  
IE=215.12 15" CPEP E

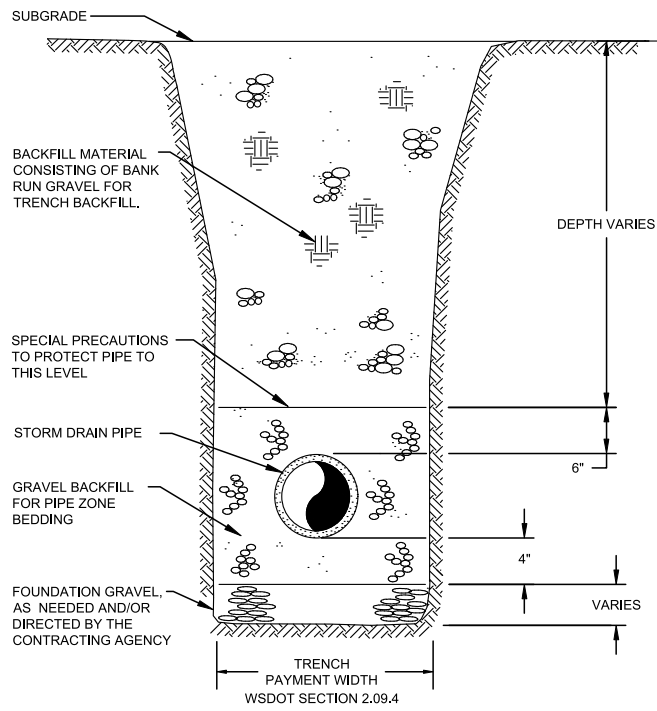
TYPE 2, 48" Ø, CB NO. 2  
W/ RING & COVER  
RIM=220.00  
IE=214.00 15" CPEP W  
IE=213.90 15" CPEP E

TYPE 3, 48" Ø, SDMH NO. 3  
W/ RING & COVER  
STA. 21+39.6, 0.0'  
RIM=189.91  
IE=184.91 15" CPEP W  
IE=185.11 12" CPEP S  
IE=183.67 14" HDPE E

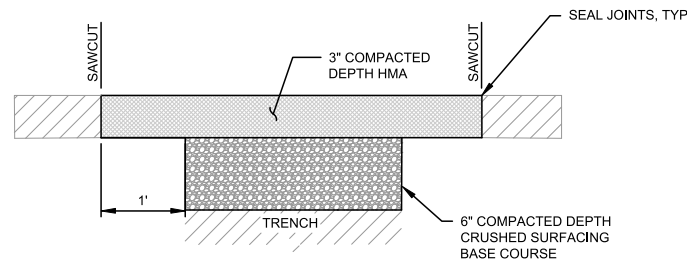
**CITY OF LAKE FOREST PARK**  
KING COUNTY WASHINGTON  
**35TH AVENUE NE DRAINAGE IMPROVEMENTS**  
PROPOSED PLAN & PROFILE

SHEET:	6
OF:	13
JOB NO.:	22462

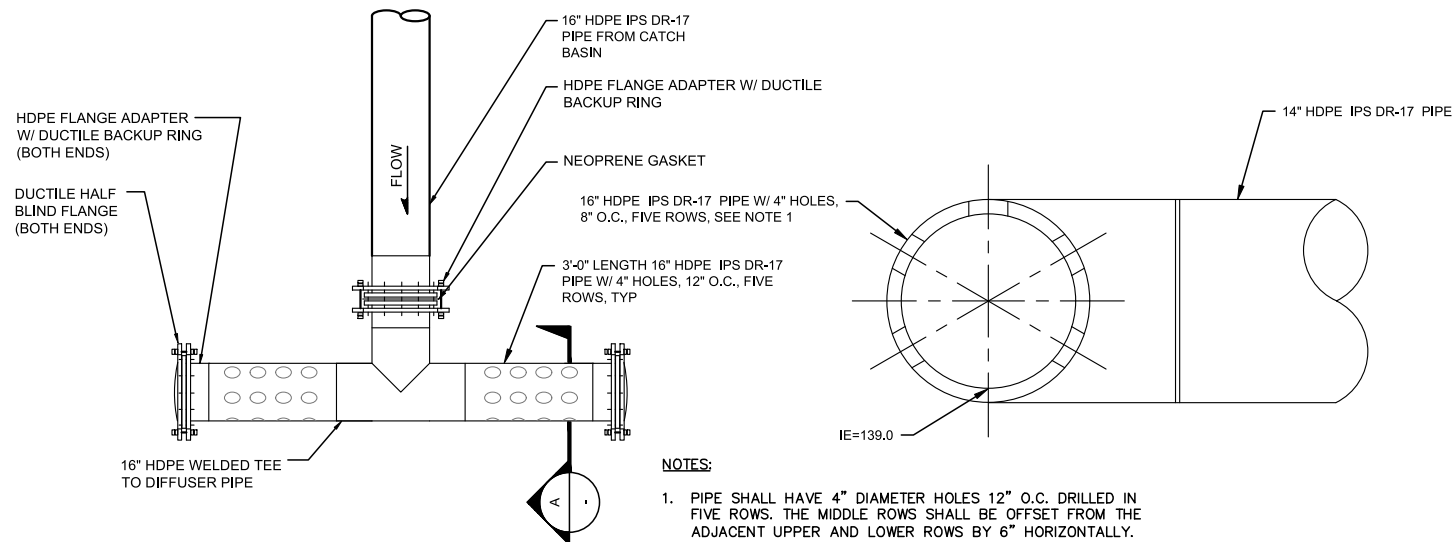




1 **STORM DRAIN PIPE TRENCH SECTION**  
NTS



2 **TRENCH REPAIR SECTION-PAVED AREAS**  
NTS

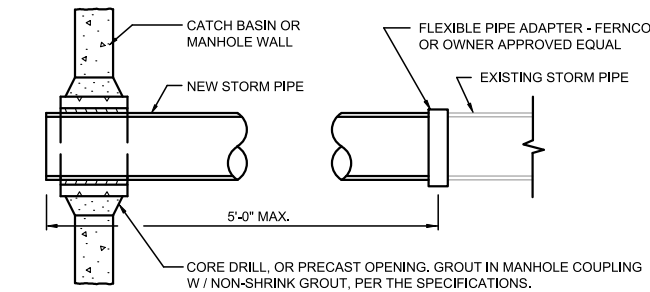


3 **DISPERSION TEE DETAIL**  
NTS

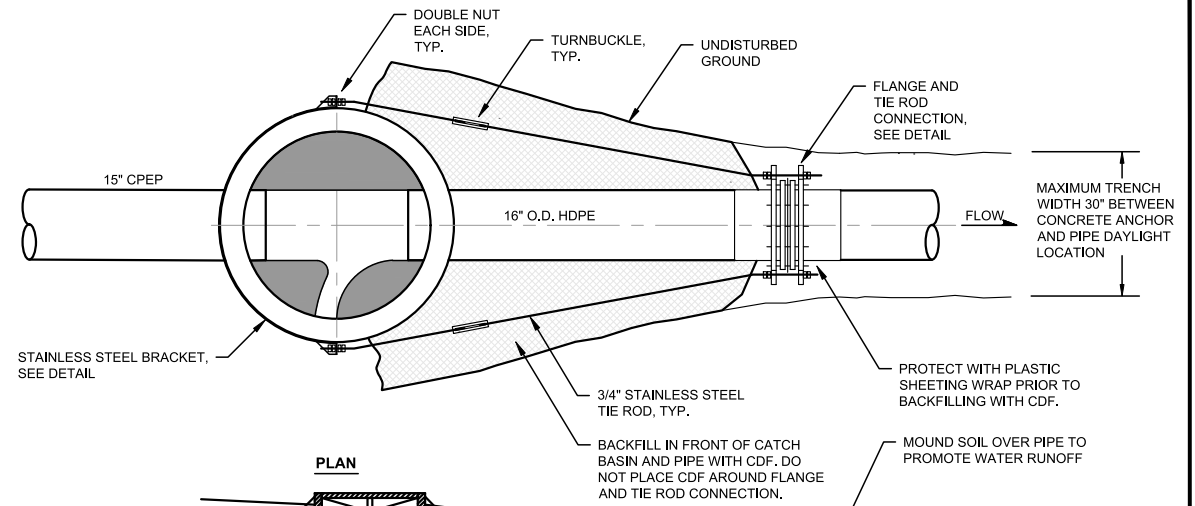
**NOTES:**

- 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.

A **DISPERSION PIPE SECTION**  
NTS



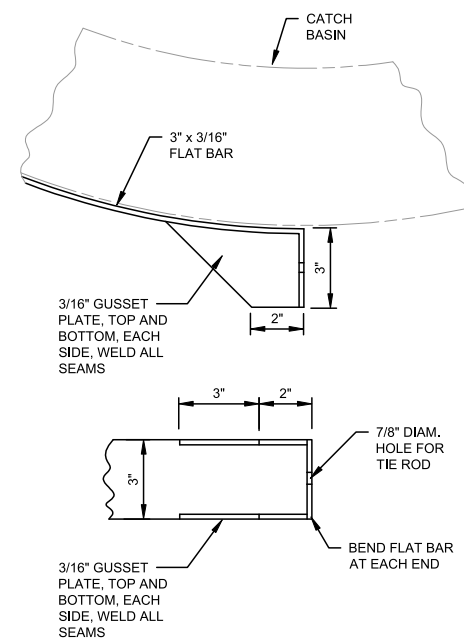
4 **CONNECTION OF EXISTING STORM DRAIN USING FLEXIBLE PIPE ADAPTER**  
NTS



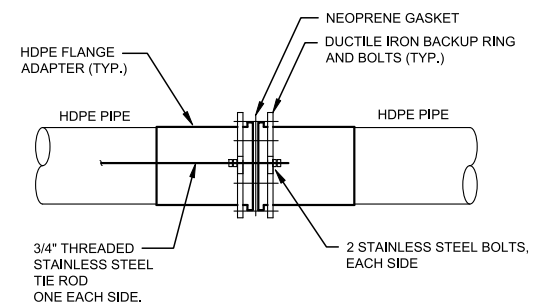
**PLAN**

**ELEVATION**

5 **SDMH NO. 3 - CONCRETE PIPE ANCHOR**  
NTS



**CONCRETE ANCHOR BRACKET DETAIL**  
NTS



**ELEVATION**

**FLANGE AND TIE ROD CONNECTION DETAIL**  
NTS

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

No.	REVISION	DATE	APPD



**CITY OF LAKE FOREST PARK**  
KING COUNTY WASHINGTON  
**35TH AVENUE NE DRAINAGE IMPROVEMENTS**  
STORM DETAILS









DRAWN BY: FERN LIDDELL

**NOTES**

- The gasket and groove may be in the seat (frame) or in the underside of the cover. The gasket may be "T" shaped in section. The groove may be cast or machined.
- Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt down holes varies by manufacturer.
- For bolt-down manhole ring and covers that are not designated "Watertight," the neoprene gasket, groove, and washer are not required.
- Washer shall be neoprene (Detail "B").
- In lieu of blind pick notch for manhole covers, a single 1" (in) pick hole is acceptable. Hole location and number of holes may vary by manufacturer.
- Alternative reinforcing designs are acceptable in lieu of the rib design.
- For clarity, the vertical scale of the Cover Section has been exaggerated, it is 1.5 times the horizontal scale (1H:1.5V).

**SKID GROOVE PATTERN DETAIL**

**BLIND PICK NOTCH DETAIL "A"**

**WASHER (SEE NOTES)**

**1/4" (IN) DOVETAIL GROOVE WITH NEOPRENE GASKET (SEE NOTES)**

**BOLT-DOWN / WATERTIGHT DETAIL "B"**

**SKID GROOVE PATTERN DETAIL**

**RING TO BE CAST WITH "DRAIN"**

**ISOMETRIC VIEW**

**STANDARD TYPE 1**

**BOLT-DOWN / WATERTIGHT TYPE 2**

**CIRCULAR FRAME (RING) AND COVER**

**STANDARD PLAN B-30.70-04**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

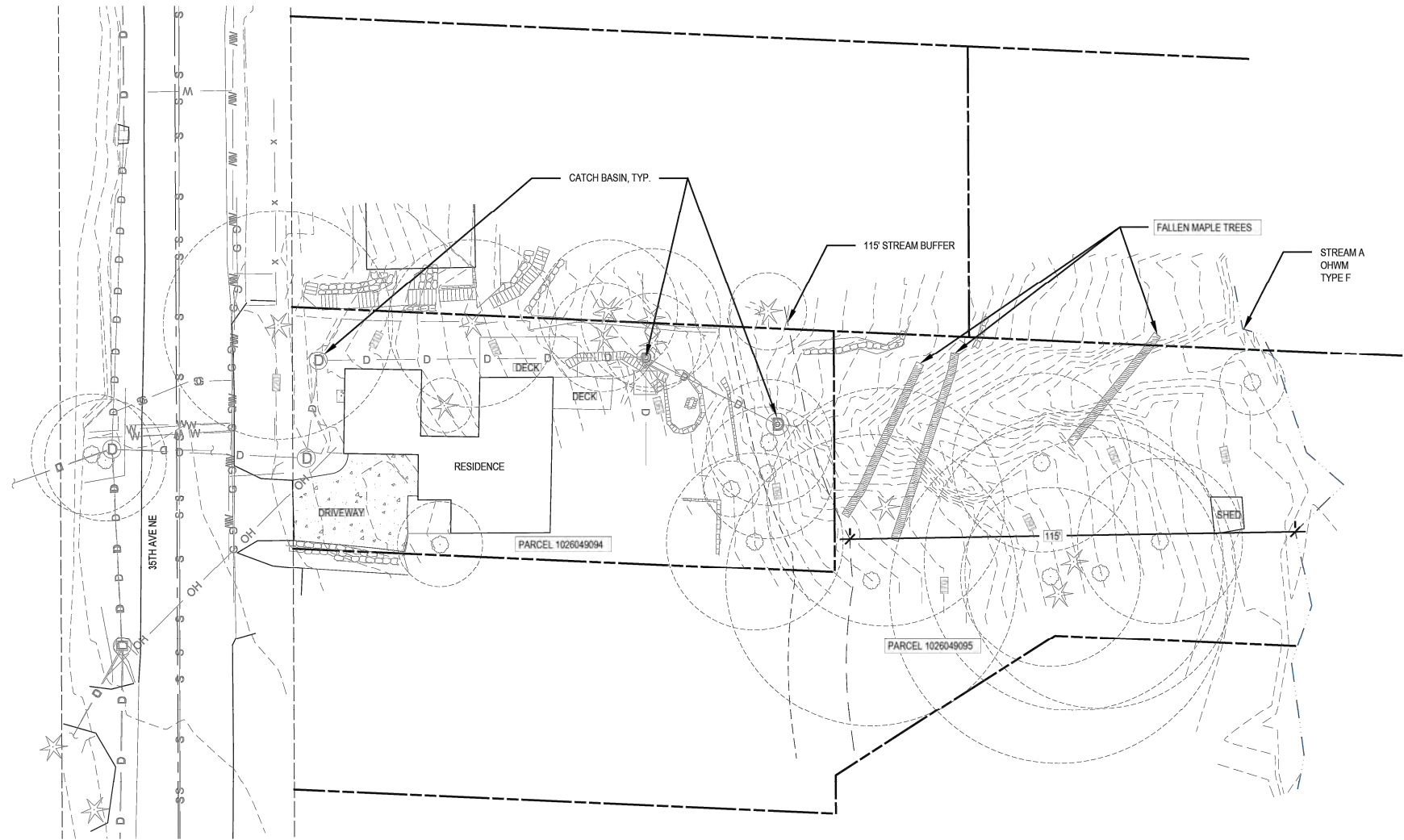
STATE DESIGN ENGINEER

Washington State Department of Transportation

HEILMAN, JILLIE  
Professional Engineer  
No. 41819  
State of Washington  
Feb 20 2018 12:55 PM

No.	REVISION	DATE	APPD

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

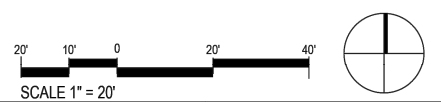


VICINITY MAP

- 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.



**DCG WATERSHED**  
 750 Sixth Street South  
 Kirkland, WA 98033  
 P: 425.822.5242  
 F: 425.827.8136  
 www.dcgwatershed.com  
 FEDERAL WAY | KIRKLAND | MOUNT VERNON | SEATTLE | SPOKANE | WHISETT ISLAND

Section 8, Item B.

**Gray & Osborne, Inc.**  
 CONSULTING ENGINEERS  
 3710 168TH STREET, NE, BLDG. B, SUITE 210  
 ARLINGTON, WA 98223 • (509) 454-5490

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

No.	REVISION	DATE	APPD



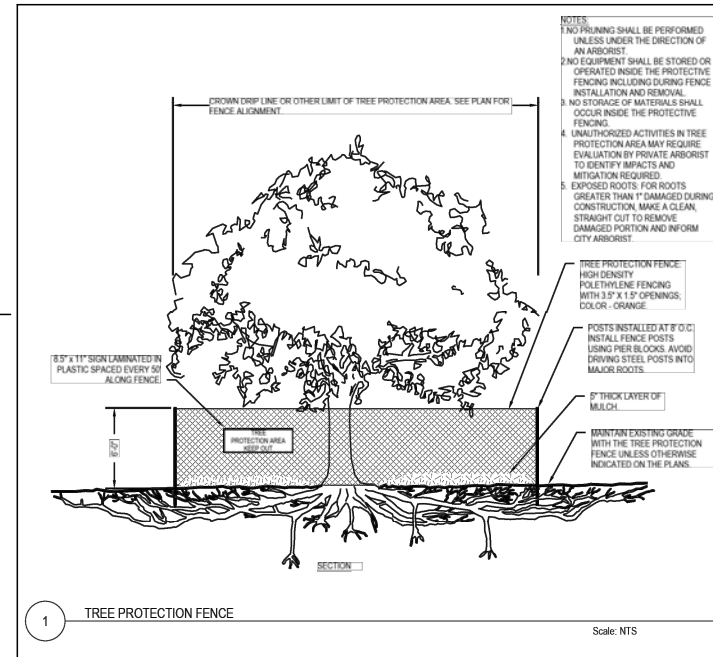
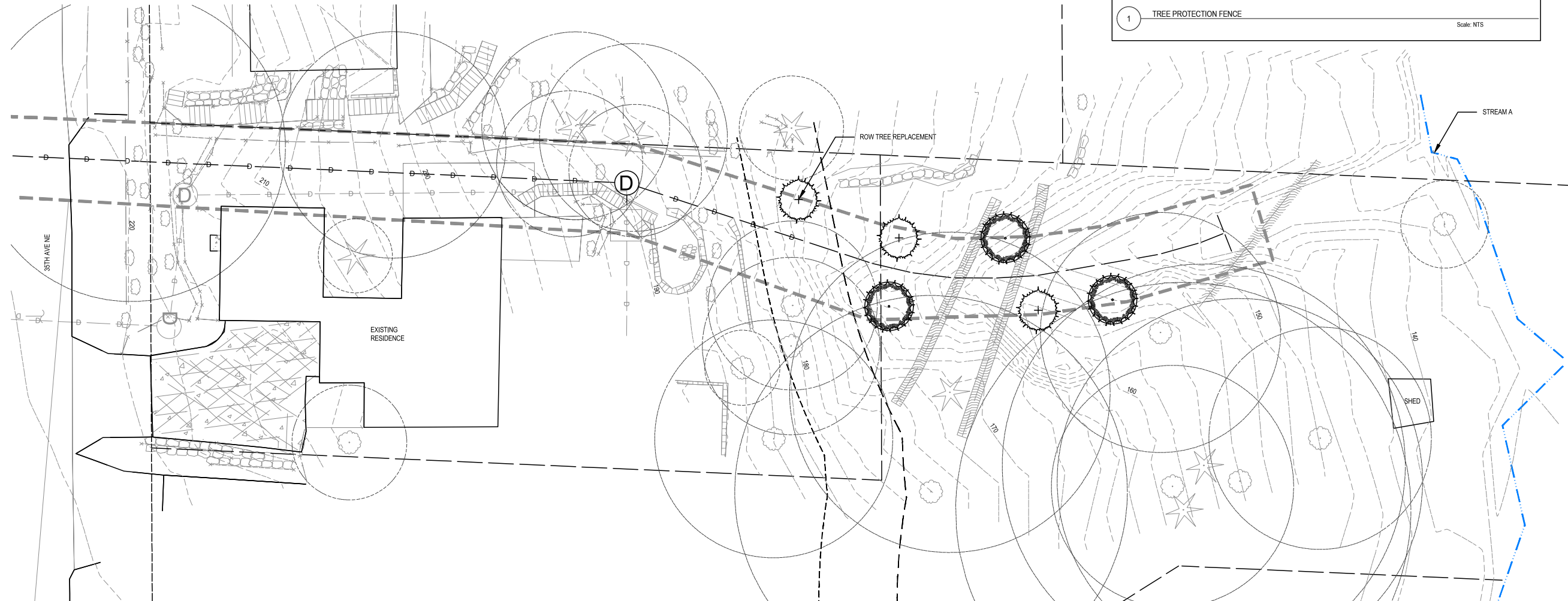
**CITY OF LAKE FOREST PARK**  
 KING COUNTY WASHINGTON  
**35TH AVENUE NE DRAINAGE IMPROVEMENTS**  
 EXISTING ENVIRONMENTAL CONDITIONS

SHEET:	11
OF:	13
JOB NO.: 22462	206

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

- PLANTING NOTES**
- 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.
  - 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



**DCG WATERSHED**  
 P: 425.822.5242  
 F: 425.827.8136  
 www.dcgwatershed.com  
 750 Sixth Street South  
 Kirkland, WA 98033

**Gray & Osborne, I**  
 CONSULTING ENGINEERS  
 3710 168TH STREET, NE, BLDG. B, SUITE 210  
 ARLINGTON, WA 98223 • (509) 454-5490

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

No.	REVISION	DATE	APPD



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

SHEET: 12
OF: 13
JOB NO.: 22462
207



**PLANT INSTALLATION SPECIFICATIONS**

**GENERAL NOTES**

- QUALITY ASSURANCE**
- PLANTS SHALL MEET OR EXCEED THE SPECIFICATIONS OF FEDERAL, STATE, AND LOCAL LAWS REQUIRING INSPECTION FOR PLANT DISEASE AND INSECT CONTROL.
  - 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).
  - TREES WITH DAMAGED, CROOKED, MULTIPLE OR BROKEN LEADERS WILL BE REJECTED. WOODY PLANTS WITH ABRASIONS OF THE BARK OR SUN SCALD WILL BE REJECTED.
  - NOMENCLATURE: PLANT NAMES SHALL CONFORM TO FLORA OF THE PACIFIC NORTHWEST BY HITCHCOCK AND CRONQUIST, UNIVERSITY OF WASHINGTON PRESS, 2018 AND/OR TO A FIELD GUIDE TO THE COMMON WETLAND PLANTS OF WESTERN WASHINGTON & NORTHWESTERN OREGON, ED. SARAH SPEAR COOKE, SEATTLE AUDUBON SOCIETY, 1997.

**DEFINITIONS**

- 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.
- CONTAINER GROWN: CONTAINER GROWN PLANTS ARE THOSE WHOSE ROOTBALLS ARE ENCLOSED IN A POT OR BAG IN WHICH THAT PLANT GREW.

**SUBSTITUTIONS**

- 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.
- SUBSTITUTION OF PLANT MATERIALS NOT ON THE PROJECT LIST WILL NOT BE PERMITTED UNLESS AUTHORIZED IN WRITING BY THE RESTORATION CONSULTANT.
- 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.
- 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**

- 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 GROWERS' NURSERY. APPROVAL OF PLANT MATERIALS AT ANY TIME SHALL NOT IMPAIR THE SUBSEQUENT RIGHT OF INSPECTION AND REJECTION DURING PROGRESS OF THE WORK.
- 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.
- 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**

- PLANTS SHALL CONFORM TO SIZES SPECIFIED UNLESS SUBSTITUTIONS ARE MADE AS OUTLINED IN THIS CONTRACT.
- 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.
- WHERE A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE LESS THAN THE MINIMUM SIZE AND AT LEAST 50% OF THE PLANTS 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**

- 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**

- 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.
- HAVE COPIES OF VENDORS OR GROWERS' 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**

- 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.
- SCHEDULING AND STORAGE - PLANTS SHALL BE DELIVERED AS CLOSE TO PLANTING AS POSSIBLE. PLANTS IN STORAGE MUST BE PROTECTED AGAINST ANY CONDITION THAT IS DETRIMENTAL TO THEIR CONTINUED HEALTH AND VIGOR.
- 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.
- 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**

- 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.
- PLANTS NOT SURVIVING AFTER ONE YEAR TO BE REPLACED AT THE CONTRACTOR'S EXPENSE.

**PLANT MATERIAL**

**GENERAL**

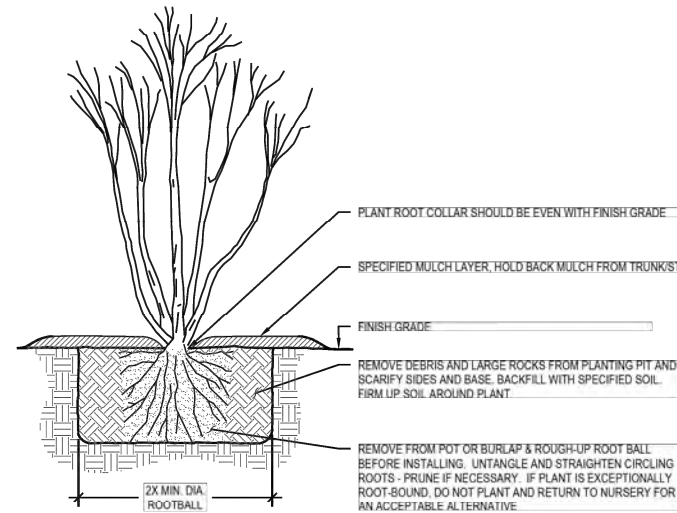
- PLANTS SHALL BE NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO OR MORE SEVERE THAN THOSE OF THE PROJECT SITE.
- PLANTS SHALL BE TRUE TO SPECIES AND VARIETY OR SUBSPECIES. NO CULTIVARS OR NAMED VARIETIES SHALL BE USED UNLESS SPECIFIED AS SUCH.

**QUANTITIES**

SEE PLANT LIST ON ACCOMPANYING PLANS AND PLANT SCHEDULES.

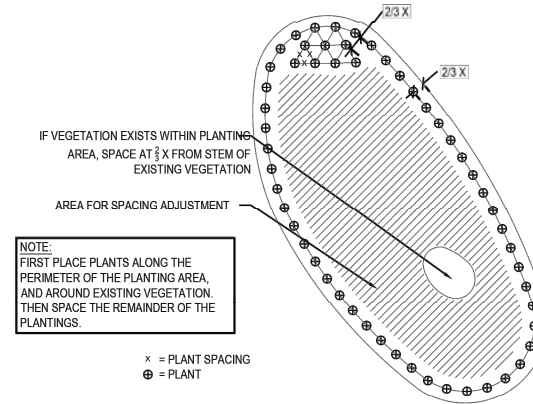
**ROOT TREATMENT**

- 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.
- PLANTS MUST NOT BE ROOT-BOUND, THERE MUST BE NO CIRCLING ROOTS PRESENT IN ANY PLANT INSPECTED.
- ROOTBALLS THAT HAVE CRACKED OR BROKEN WHEN REMOVED FROM THE CONTAINER SHALL BE REJECTED.



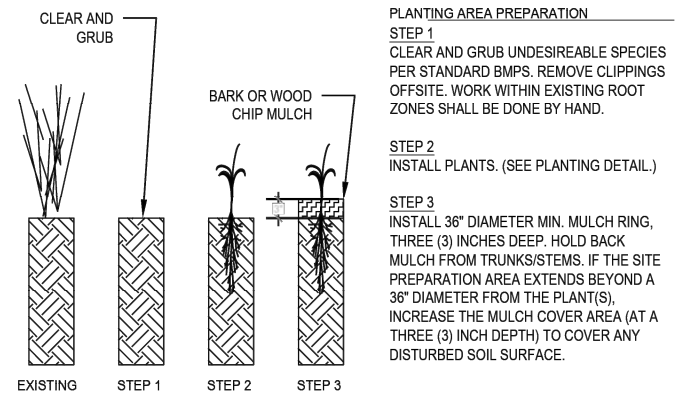
1 CONTAINER PLANTING DETAIL

Scale: NTS



2 SPACING DETAILS

Scale: NTS



3 SITE PREPARATION

Scale: NTS

**DCG WATERSHED**  
 P: 425.822.5242  
 F: 425.827.8136  
 www.dcgwatershed.com  
 750 Sixth Street South  
 Kirkland, WA 98033

FEDERAL WAY | KIRKLAND | MOUNT VERNON | SEATTLE | SPOKANE | WHIDBEY ISLAND

Section 8, Item B.

**Gray & Osborne, Inc.**  
 CONSULTING ENGINEERS  
 3710 168TH STREET, NE, BLDG. B, SUITE 210  
 ARLINGTON, WA 98223 • (509) 454-5490

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

No.	REVISION	DATE	APPD

**PROFESSIONAL ENGINEER**  
 WASHINGTON STATE  
 No. 2012005  
 8/16/2024

**PROFESSIONAL ENGINEER**  
 WASHINGTON STATE  
 No. 2012005  
 8/16/2024

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

SHEET: 13  
 OF: 13  
 JOB NO.: 22462

208

## 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 uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

**1.08 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 hold these funds in any account shall be borne by the Contractor. Retainage shall be available to the City to meet obligations which the Contractor incurs but does not meet, or to meet obligations to the City or City’s Representative incurred through conditions of the Contract. Retainage does not relieve

the Contractor of any obligations of the Contract, nor of any financial obligation which retainage is not sufficient to meet. Retainage or use of retainage shall not reduce the Contractor's requirements under this Contract.

1. Per RCW 60.28.050: "Upon final acceptance of a contract the officer disbursing the payment shall notify the Department of Revenue of the completion of contracts over \$20,000. Such officer shall not make any payment until it has received from the Department of Revenue a certificate that all taxes, increases and penalties due from the contractor and all taxes due and to become due with respect to such contract have been paid in full."
  2. Per RCW 60.28.011, requires the disbursing office must also observe a forty-five (45) day period from the date of semi-final acceptance, before the release of retainage to allow a reasonable period of public notification in order to place any liens or claims. The date of semi-final acceptance is the date the Council authorizes same.
- B. It is the Contractor's responsibility to see that all subcontractors comply with the above. Progress payments will not be released until all subcontractors have complied.
- C. If the Contractor wishes to set up an escrow account for retainage deposits, an escrow agreement must be submitted for review at least thirty (30) days prior to first deposit.

**1.21 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 Certification

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

Section 8, Item B.

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 Specific Instructions on page 3.	<b>1</b>	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.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> 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) _____ <b>Note:</b> 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) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	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 . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	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.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

**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.

## 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.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

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

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

## 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 • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

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

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

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) 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](http://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](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or 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 <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional 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 <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
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

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name 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.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and 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.



# 35<sup>th</sup> Avenue Drainage Improvements

Construction Contract Award





# Engineer's Construction Cost Estimate & Total Project Cost

~ \$288,000 at 60% design completion (this estimate included deck restoration which is no longer a part of the scope)

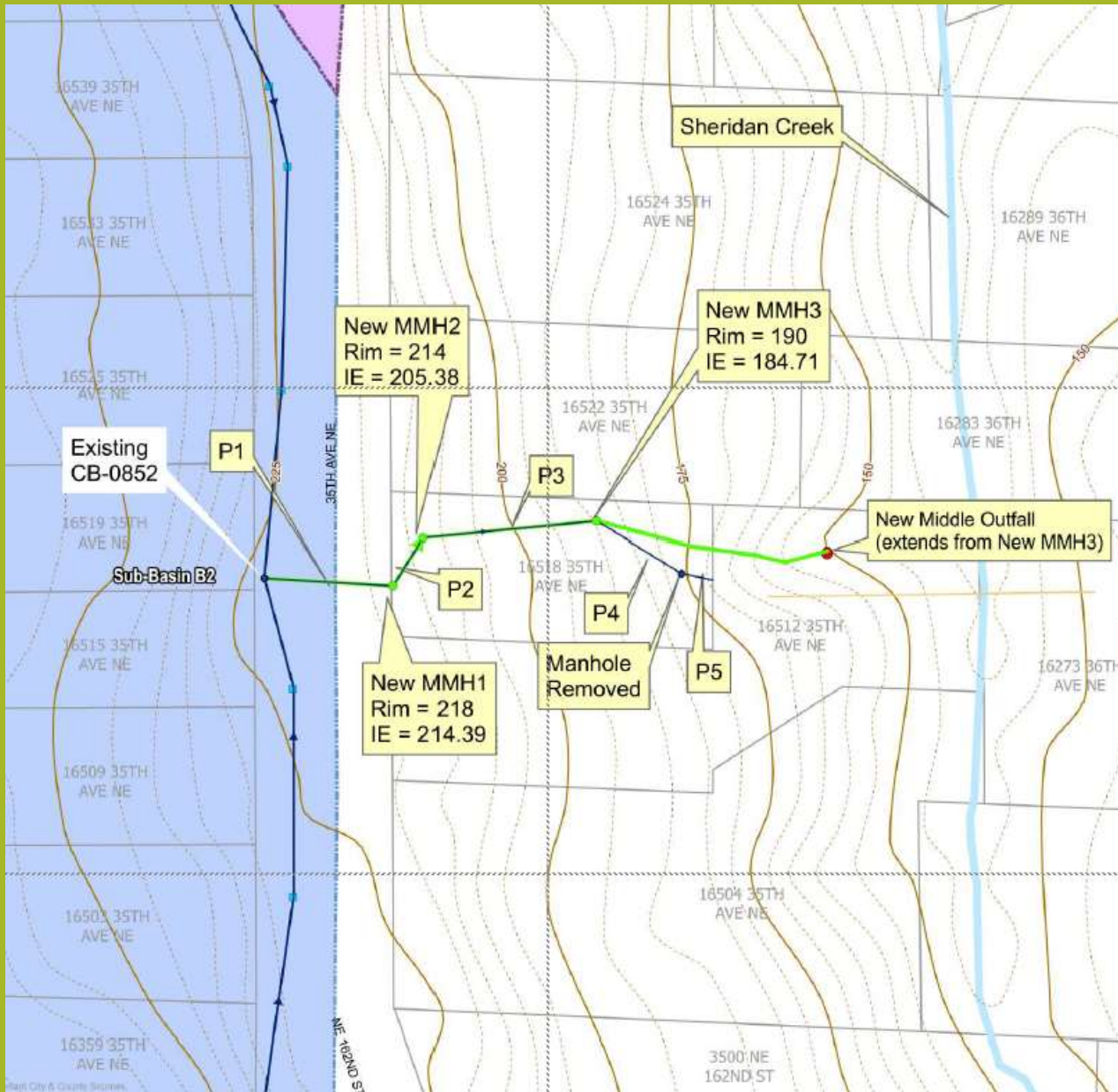
~ \$217,000 at 100% design completion

The bid received from Lockwood Construction is comparable to these estimates and is well within the 2023-2024 CIP construction forecast of \$1,075,000

We also have a Construction Management Scope and Fee estimate in hand for \$23,300

With the award of this construction contract, the total project cost (as shown below) would be \$552,450.35

A&E Services (Gray & Osborne)	\$135,696.00
Construction (Lockwood)	\$275,104.35
Construction Management (Gray & Osborne)	\$23,300.00
Easements/Settlements	\$118,350.00
<b>TOTAL</b>	<b>\$552,450.35</b>



## Proposed Schedule

If a construction award is to be granted, construction would begin in October and be completed in November of 2024

A tentative pre-construction meeting is scheduled for October 14<sup>th</sup>

According to the deck settlement that the City has reached with the property owner, the deck will be removed by the property owner's deck builder prior to October 14<sup>th</sup> and rebuilt after our project is complete



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date**                      September 26, 2024

**Originating Department**      Executive

**Contact Person**                  Phillip Hill, City Administrator

**Title**                                      Resolution 24-1971/Confirming the city’s share of the 2025-2026  
Regional Crisis Response Agency Budget

### Legislative History

- First Presentation – September 26, 2024

### Attachments:

1. Resolution 24-1971 – Confirming the city’s share of the 2025/2026 RCR Budget
2. RCR Memo identifying the city’s share of the 2025/2026 RCR Budget

### Executive Summary

In Fall 2022, the city entered into an interlocal agreement with the cities of Kirkland, Bothell, Kenmore, and Shoreline to create the Regional Crisis Response Agency (RCR), providing a consolidated and standardized regional mobile crisis response to address immediate crisis response, de-escalation, resource referral, and follow-up tailored to the specific needs of those experiencing behavioral health challenges.

Pursuant to Section 12(b) of the RCR Agency Interlocal Agreement, notice has been provided advising the Principal Agencies of their required financial participation for the 2025/2026 biennium. In accordance with the RCR Agency Interlocal Agreement, each participating agency must provide confirmation of approval by their legislative authority of their respective shares of the budget, as evidenced by resolution or other appropriate method, to be received by the RCR Agency no later than December 1, 2024.

### Background

At the formation of the agency, the city of Kirkland assumed a disproportionate share of the cost during the 2023/2024 biennium, resulting in a cost to the City of Lake Forest Park of \$183,804. The member agencies agreed at that time that in the following biennia, costs would be allocated to each city on a



pro-rata share. Cost estimates at that time identified a 2025/2026 cost to LFP of \$249,360. The executive board has approved the 2025-2026 draft preliminary budget, with a cost allocation to LFP of \$244,538. All executive board meeting materials and minutes related to the budget process can be found by clicking [here](#).

Following the first year of operations, the agency is in a good position financially. The executive board has established a 5% Operating Reserve, a 2.5% Contingency Reserve, an Equipment Replacement Reserve, and a Rate Stabilization Reserve. The Operating & Contingency (\$246K) and the Equipment Replacement Reserves (\$152K) are fully funded, with no projected use.

The Rate Stabilization Reserve currently stands \$800,000. Of that total, \$400,000 is allocated to revenues for use in the 2025-2026 Budget; \$400K remains in the reserve. The Rate Stabilization Reserve was established as part of the Agency’s reserve policies to identify, reserve, and accumulate unexpended resources for use in mitigating the impact of future rate increases (to participant contributions) and assisting with the transition to higher rates. The money in this fund reflects the savings to the agency between the principal’s contributions, unanticipated grant revenue and delayed expenditures in starting up the agency.

REGIONAL CRISIS RESPONSE AGENCY LONG-RANGE PLANNING: 2023-2028 PROJECTED CHANGE IN FUND BALANCE							
	2023 ACTUAL	2024 ESTIMATE	2025 PRELIM.	2026 PRELIM.	2027 FORECAST	2028 FORECAST	
BEGINNING FUND OPERATING BALANCE	\$ -	\$ 849,660	\$ 1,021,482	\$ 942,304	\$ 902,493	\$ 424,944	
OPERATING REVENUE - GRANTS	\$ 556,919	\$ 1,565,245	\$ 1,127,920	\$ 732,626	\$ 436,000	\$ 436,000	
OPERATING REVENUE - PRINCIPAL AGENCIES	\$ 2,202,763	\$ 2,046,255	\$ 2,113,978	\$ 2,307,008	\$ 2,307,008	\$ 2,307,008	
SUBTOTAL OPERATING REVENUE	\$ 2,759,682	\$ 3,611,500	\$ 3,241,898	\$ 3,039,634	\$ 2,743,008	\$ 2,743,008	
OPERATING EXPENDITURES	\$ 1,910,022	\$ 2,639,678	\$ 3,459,363	\$ 3,279,445	\$ 3,401,846	\$ 3,528,930	
CURRENT YR BALANCE	\$ 849,660	\$ 971,822	\$ (217,465)	\$ (239,811)	\$ (658,838)	\$ (785,922)	
% CHG. IN PRINCIPAL AGENCY CONTRIBUTION		-7%	3%	9%	0%	0%	
USE OF FUND BALANCE		\$ -	\$ 17,465	\$ 39,811	\$ 458,838	\$ 585,922	
TRANSFER (TO)/FROM RATE STABILIZATION RESERVE		\$ (800,000)	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	
TRANSFER (TO)/FROM OPR./CONT. RESERVE			\$ (61,713)	\$ -	\$ (18,711)	\$ -	
TOTAL ENDING FUND OPERATING BALANCE	\$ 849,660	\$ 1,021,482	\$ 942,304	\$ 902,493	\$ 424,944	\$ (160,978)	
CURRENT YEAR RESERVES							
OPERATING RESERVE	\$ 122,830	\$ -	\$ 41,142	\$ -	\$ 12,474	\$ -	
CONTINGENCY RESERVE	\$ 61,415	\$ -	\$ 20,571	\$ -	\$ 6,237	\$ -	
RATE STABILIZATION RESERVE	\$ -	\$ 800,000	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	
EQUIPMENT REPLACEMENT RESERVE	\$ 23,898	\$ 38,560	\$ 44,010	\$ 45,330	\$ 46,690	\$ 48,091	
PRIOR YEAR RESERVES	\$ -	\$ 208,143	\$ 1,046,703	\$ 952,426	\$ 797,756	\$ 663,158	
SUBTOTAL CUMULATIVE RESERVES	\$ 208,143	\$ 1,046,703	\$ 952,426	\$ 797,756	\$ 663,158	\$ 511,248	
TOTAL ENDING FUND BALANCE AND RESERVES	\$ 1,057,803	\$ 2,068,185	\$ 1,894,730	\$ 1,700,249	\$ 1,088,102	\$ 350,270	

**Fiscal & Policy Implications**

American Rescue Plan Act (ARPA) lost revenue funds were identified by the Administration and approved by Council for the 2023-2024 principal agency contribution. The Administration recommends Council utilize ARPA lost revenue funds the city continues to hold in reserves to fund the 2025-2026 principal agency contribution.



**Staff Recommendation**

Provide questions and any requests for additional information to be reported back to council at the October 10, 2024 regular city council meeting.

**RESOLUTION NO. 24-1971**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, APPROVING THE CITY'S 2025-2026 ALLOCATION FOR THE REGIONAL CRISIS RESPONSE (RCR) AGENCY BUDGET**

---

**WHEREAS**, the Regional Crisis Response Agency (RCR) was formed effective January 1, 2023; and

**WHEREAS**, RCR is in the process of adopting its biennial budget for 2025-2026; and

**WHEREAS**, the RCR Interlocal Agreement, to which the City is a party, requires that the City Council approve the City's allocation for RCR's budget before the RCR budget is adopted.

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

Section 1. BUDGET ALLOCATION The City of Lake Forest Park 2025 and 2026 allocations for the Regional Crisis Response Agency (RCR) budget in the amounts of \$116,930 and \$127,607, respectively, as assessed by RCR and to be adopted in the City of Lake Forest Park 2025-2026 budget.

Section 3. 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, numbering, section/subsection numbers and any references thereto.

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

APPROVED:

\_\_\_\_\_  
Tom French  
Mayor

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK:  
Resolution No. 24-1971

PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1971

# REGIONAL CRISIS RESPONSE (RCR) AGENCY

Section 8, Item C.

Date: August 8, 2024

To: Phillip Hill, City of Lake Forest Park City Administrator, RCR Executive Board Member  
Accounts Payable, City of Lake Forest Park, RCR Participant Billing Contact

From: RCR Fiscal Agent Staff  
Michael Olson, RCR Executive Board Treasurer, City of Kirkland Director of Finance & Administration  
Elizabeth Adkisson, City of Kirkland Administrative Services Director

Re: 2025-2026 RCR Budget – Principal Agency Contributions

<sup>1</sup>Please be advised – on August 1, 2024, the Regional Crisis Response (RCR) Agency Executive Board approved the 2025-2026 RCR Preliminary Budget.

Pursuant to Section 12(b) of the RCR Agency Interlocal Agreement, this notice advises Principal Agencies of their required financial participation for the 2025-2026 biennium, reflected in Table 1.

**Table 1 - 2025-2026 Principal Agency Contributions**

REGIONAL CRISIS RESPONSE AGENCY PARTICIPANT AGENCY CONTRIBUTIONS 2025-2026						
	BOTHELL	KENMORE	KIRKLAND	LAKE FOREST PARK	SHORELINE	TOTAL
Population (2024 Final Estimate)	50,670	24,350	96,710	13,680	61,910	247,320
% of Total	20.49%	9.85%	39.10%	5.53%	25.03%	100.00%
<b>STEADY STATE BUDGET OPTION PER CAPITA CONTRIBUTION</b>						
2025 All costs allocated per capita	\$ 433,104	\$ 208,133	\$ 826,633	\$ 116,930	\$ 529,178	\$ 2,113,978
2026 All costs allocated per capita	\$ 472,651	\$ 227,138	\$ 902,114	\$ 127,607	\$ 577,498	\$ 2,307,008
<b>TOTAL 2025-2026</b>	<b>\$ 905,755</b>	<b>\$ 435,270</b>	<b>\$ 1,728,747</b>	<b>\$ 244,538</b>	<b>\$ 1,106,677</b>	<b>\$ 4,420,987</b>

For the 2025-2026 Biennium, the City of Lake Forest Park’s Contributions are as follows:

- 2025: \$116,930
- 2026: \$127,607

In accordance with the RCR Agency Interlocal Agreement, each participating agency must provide confirmation of approval by their legislative authority of their respective shares of the budget, as evidenced by resolution or other appropriate method, to be received by the RCR Agency no later than December 1, 2024.

Failure of a Principal to approve its share of the 2025-2026 Budget shall result in the RCR Agency no longer responding to Community Members in Crisis within the jurisdictional boundaries of the Principal Agency, effective January 1, 2025.

<sup>1</sup> August 1, 2024, RCR Executive Board Materials – [www.kirklandwa.gov/files/sharedassets/public/v/1/city-managers-office/pdfs/agendas/rcr-exec-board-2024.08.01-meeting-packet.pdf](http://www.kirklandwa.gov/files/sharedassets/public/v/1/city-managers-office/pdfs/agendas/rcr-exec-board-2024.08.01-meeting-packet.pdf)

# REGIONAL CRISIS RESPONSE (RCR) AGENCY

---

In light of the holidays occurring just previous to the interlocal agreement deadline, RCR Fiscal Agent Staff is requesting this evidence be provided no later than **Friday, November 22, 2024**, and has provided a sample resolution approving the 2025-2026 allocation for the Regional Crisis Response (RCR) Agency budget.

All approval documentation should be sent to the attention of the RCR Fiscal Agent Point of Contact, as follows, no later than Friday, November 22, 2024:

RCR Fiscal Agent Staff  
Attn: Elizabeth Adkisson  
123 5<sup>th</sup> Ave  
Kirkland, WA 98033  
[eadkisson@kirklandwa.gov](mailto:eadkisson@kirklandwa.gov)

The RCR Agency Executive Board will meet on Thursday, December 5, 2024, to consider adoption of the 2025-2026 RCR Budget.

Please contact the RCR Fiscal Agent staff with any questions, or if we may be of any assistance in your Agency's budget approval process, and the consideration of these contributions.

Thank you for your attention to this matter.

RCR Fiscal Agent Team,

Michael Olson

RCR Board Treasurer &  
Kirkland Director of Finance and  
Administration

O: 425-587-3146

[molson@kirklandwa.gov](mailto:molson@kirklandwa.gov)

Elizabeth Adkisson

Administrative Services Manager  
City of Kirkland

O: 425-587-3133

M: 425-410-1656

[eadkisson@kirklandwa.gov](mailto:eadkisson@kirklandwa.gov)

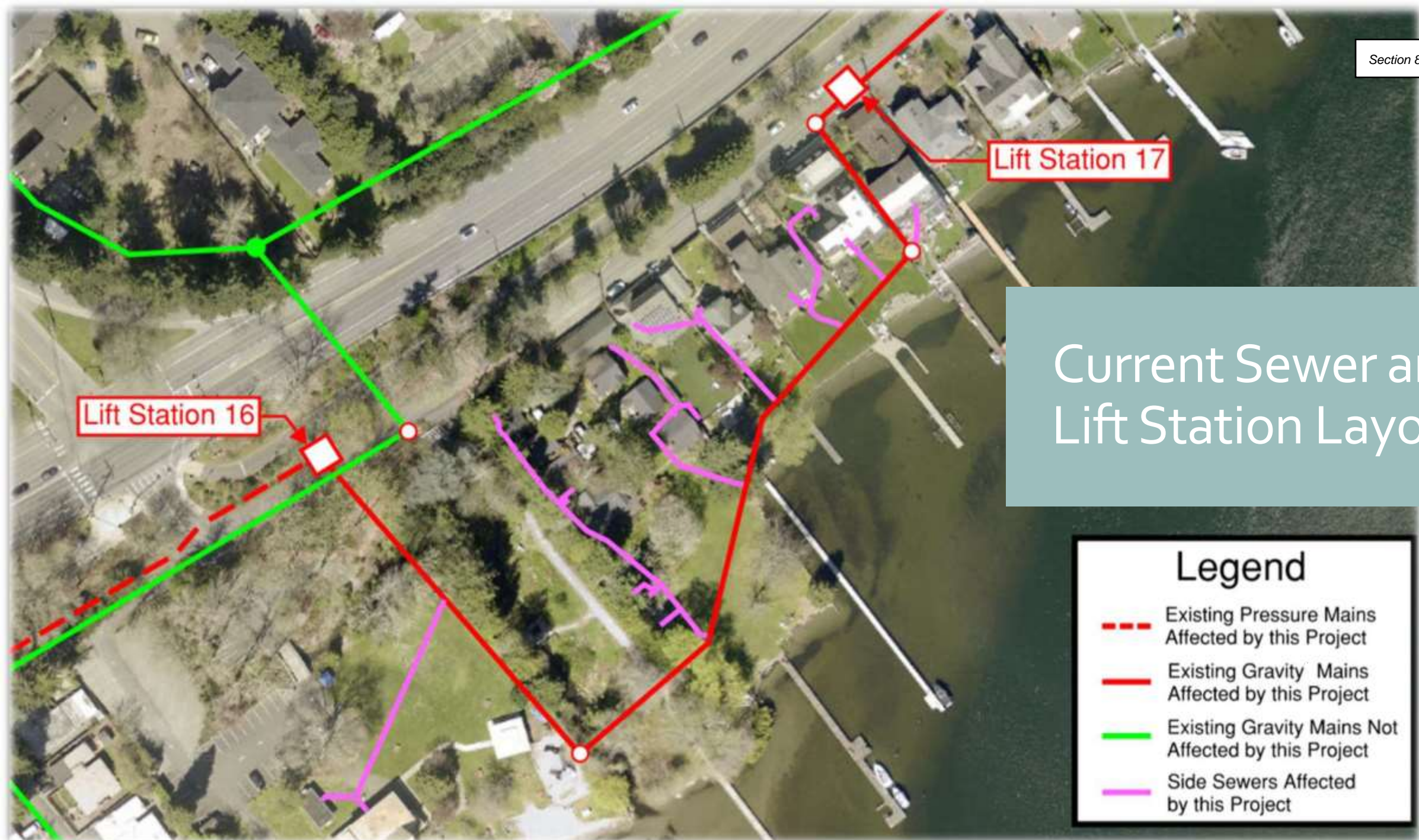
Enclosure: Sample Resolution.





# Beach Drive Lift Station 30% Design Contract





# Current Sewer and Lift Station Layout

**Legend**

- Existing Pressure Mains Affected by this Project
- Existing Gravity Mains Affected by this Project
- Existing Gravity Mains Not Affected by this Project
- Side Sewers Affected by this Project





Conсор completed an Options Analysis for the City earlier this year

From that, the City's preferred option was selected to move forward

Option 1A is shown here



# Conceptual Lift Station Site Plan



## Conсор's 30% design scope of services includes:

- Project management
- Preliminary design
- Structural engineering
- Electrical engineering
- Permitting
- Critical areas
- Geotechnical
- Cultural resources





# Project Costs

## Design:

Options Analysis	\$28,708
30% Design	\$225,074
100% Design	TBD

## Construction:

AACE Class 5 OPPC	\$2,574,000
<i>(as show on the right)</i>	

Item	Description	Qty	Unit	Unit Cost	Total
1	Mobilization and Demobilization	1	LS	\$111,000	\$111,000
2	Traffic Control	1	LS	\$20,000	\$20,000
3	TESC	1	LS	\$11,000	\$11,000
4	Dewatering	1	LS	\$30,000	\$30,000
5	Sheeting, Shoring, and Bracing	1	LS	\$30,000	\$30,000
6	Dry Well/Wet Well Structure	1	LS	\$150,000	\$150,000
7	Manhole	1	LS	\$10,000	\$10,000
8	Pumps	2	EA	\$20,000	\$40,000
9	Valves and Piping	1	LS	\$15,000	\$15,000
10	Generator	1	LS	\$20,000	\$20,000
11	Electrical, Instrumentation, and Controls	1	LS	\$500,000	\$500,000
12	Clearing and Grubbing	1	LS	\$10,000	\$10,000
13	Temporary Bypass Pumping	1	LS	\$35,000	\$35,000
14	Site Restoration	1	LS	\$25,000	\$25,000
15	4" Diameter Force Main Sewer	40	LF	\$100	\$4,000
16	8" Diameter Gravity Sewer	410	LF	\$300	\$123,000
17	Sewer Laterals	7	EA	\$10,000	\$70,000
18	Asphalt Repair	1	LS	\$15,000	\$15,000
19	Additional Dry Well Components (Ventilation, Heating)	1	LS	\$5,000	\$5,000
	<i>Subtotal</i>				\$1,224,000
	Engineering (25%), Construction Management (25%), and Administrative Costs (10%)			60%	\$734,400
	Contingency			40%	\$489,600
	Sales Tax			10.3%	\$126,072
	<b>Total Project Cost</b>				<b>\$2,574,000</b>
	AACE Class 5 OPPC Upper Limit			+100%	\$5,148,000
	AACE Class 5 OPPC Lower Limit			-50%	\$1,287,000

# City Administrator Report

## City of Lake Forest Park

Date: September 26, 2024

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Tom French  
Leadership Team

---

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

### I. Intergovernmental and local issues update.

#### Police Department

##### **Notable Incidents**

A well-known subject arrested again for trespassing. Several reports of this individual at Grace Cole Park. He had decided to park his vehicle in a private driveway.

##### **Warrant Assist**

Patrol Officers assisted a King County designated crisis responder with an involuntary treatment act warrant.

##### **Traffic Collision**

A single vehicle drove into a ditch NE 195<sup>th</sup> St & 55<sup>th</sup> Ave NE. The vehicle was onto its side and the driver was unable to get out. The driver was not observed to be under the influence and no injuries. First responders were able to get the driver safely out of his vehicle.

##### **Graffiti**



An unknown individual vandalized a pole, barrier, and bridge structure on the 17200 block of Bothell Way NE with graffiti. There is currently no description of the suspect.

##### **Crisis Intervention**

Patrol officers encountered an irate individual jumping in front of cars on the 17171 block of Bothell Way NE. The person expressed frustration with traffic and mentioned feeling hungry and thirsty.

Officers provided him with chips and water but determined that he did not meet the criteria for involuntary treatment.

**Domestic Violence Incident**

Officers responded to a domestic violence incident involving a knife. After assessing the situation, they determined that the female subject was the primary aggressor and took her into custody.

**Crisis Intervention**

A person in apparent crisis called the police, believing he was being followed by drones. Officers were able to engage with him and successfully deescalated the situation.

**Assistance for Person with Dementia**

A person with dementia left her home, prompting officers to assist her caregiver in returning her safely.

**Inappropriate Conduct**

Two half-naked individuals were found in a vehicle at the LFP Elementary parking lot, having a "romantic evening." Officers issued a warning and advised them to move to a more appropriate location.

**Suspicious Behavior**

A subject was observed loitering in front of Mr. Green Cannabis, possibly under the influence of drugs, and claiming to be an FBI special agent. The individual left before officers arrived.

**Harassment Concern**

A subject contacted a resident asking for "Anna" and left food for her, likely due to a behavioral health issue. Officers spoke with the individual by phone, warning him about harassment laws. He returned several times, prompting officers to advise the resident to seek a protection order.

**Theft Prevention**

Three individuals in Ross Stores attempted to steal merchandise but changed their minds upon seeing police officers.

**Wildlife Report**

A citizen called 911 about a large cat near a residence on the 15000 block of 37th Ave NE. Updates suggested it might be a large dog or even a cougar, but it was later determined to be a bobcat, which left before officers could respond.

**Assault at Cannabis Store**

Officers responded to an assault at Mr. Green Cannabis. Two customers (one male, one female) attempted to buy products without showing IDs. When an employee explained this was against policy, the male customer punched him in the face and threw a tape dispenser before fleeing with the female. The employee sustained significant injuries. Officers later located the suspects, arresting the male and issuing a trespass warning to the female.



### Community Service

On September 18th, around 60 students from Brookside Elementary School toured the Lake Forest Park Police Station. Chief Harden, Lt. Zanella, Sgt. Gross, and Ofc. Coleman welcomed the students, parents, and teachers. The kids had the opportunity to explore the officers' gear and patrol cars. They asked many engaging questions, and it was clear that everyone enjoyed the visit. Each student left with police coloring books and stickers.

(Note: unable to post pictures – Need parents' consent)

Officers conducted a walk-through at Brookside Elementary School, focusing on the "Breakfast Club Kids" who come in for breakfast. Ofc. Alcean was a hit and made a significant impact on the students. We aim to do these visits regularly to foster positive connections with kids from diverse backgrounds and experiences. The Breakfast Club visits have proven to be a rewarding experience for both the officers and the children.

(Note: unable to post pictures – Need parents' consent)



On September 14th, the NEMCo Community Preparedness Fair was held at Third Place Commons. Each organization had the opportunity to give a 5-10 minute "TED Talk"-style presentation, covering essential preparedness topics. The event featured presentations, demonstrations, resource materials, and hands-on activities, including

how to operate a fire extinguisher, shut off utilities, use a radio, and prepare your home, car, and office.



Lt. Adams, Sgt. Parrish, and Ofc. Alcean represented the LFPPD at their department's table and engaged with attendees. Approximately 75 people participated in this informative and enjoyable event!

## II. Internal City Information

### Human Resources

- The City held an all-staff meeting on September 17<sup>th</sup>. Topics included department updates and new hire introductions.
- Staffing & Recruitment Updates: Conditional offers were made for the Senior Planner and Public Works Superintendent positions. A Limited Term Employee has been hired in a Senior Planner capacity to help support department workload and operational needs.
- A Civil Service Commission meeting was held, certifying an updated entry-level police officer candidate list.

## III. Council Information

- The Administration has begun Collective Bargaining negotiations with the Police Guild and Teamsters Local #117.

**IV. Response to Citizen and Council Comments****V. Contract Reporting**

Nothing new for the reporting period.

**VI. Legislative Update**

- The Community Development department and the Johnston Group hosted staff from Senator Cantwell's office to learn more about the lakefront park project and tour the site in support of the application for federal funding. The Johnston Group is working to schedule a visit with Senator Murray's staff in the coming month.
- The Legislative Steering Committee met with the Johnston Group to begin discussing the 2025 federal legislative agenda.

**VII. Community Events****VIII. Upcoming City Sponsored Events****IX. Meetings Calendar****[City Council Special Meeting \(hybrid meeting\)](#)**

September 30, 2024, 6:00 PM - 8:00 PM @ City Hall and via Zoom

[More Details](#)

**[Climate Action Committee Meeting \(hybrid meeting\)](#)**

October 1, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[More Details](#)

**[Tree Board Meeting \(hybrid meeting\)](#)**

October 2, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[More Details](#)

**[Planning Commission Meeting \(hybrid meeting\)](#)**

October 8, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[More Details](#)

**[City Council Work Session \(hybrid meeting\)](#)**

October 10, 2024, 6:00 PM - 7:00 PM @ City Hall and via Zoom

[More Details](#)

**[City Council Regular Meeting \(hybrid meeting\)](#)**

**October 10, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom**

**[More Details](#)**

**[Lakefront Park - Community Workshop!](#)**

**October 16, 2024, 5:30 PM - 7:30 PM @ City Hall**

**[More Details](#)**

**[North King County Coalition on Homelessness](#)**

**October 17, 2024, 1:00 PM - 2:30 PM**

**[More Details](#)**

**[City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)**

**October 17, 2024, 6:00 PM - 7:30 PM @ City Hall and via Zoom**

**[More Details](#)**

**[City Council Committee of the Whole Meeting \(hybrid meeting\)](#)**

**October 21, 2024, 6:00 PM - 7:30 PM @ City Hall and via Zoom**

**[More Details](#)**

**[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)**

**October 22, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom**

**[More Details](#)**

**[City Council Regular Meeting \(hybrid meeting\)](#)**

**October 24, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom**

**[More Details](#)**