



# CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

**Thursday, September 12, 2024 at 7:00 PM**

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

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

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## **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/82939518103>**

**Call into Webinar: 253-215-8782 | Webinar ID: 829 3951 8103**

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 Mayor or 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. Proclamation recognizing September 2024 as Puget Sound Starts Here Month

6. PRESENTATIONS

- A. Citizen Life Saving Award to Melania Rodger and Steven Leek
- B. Swearing in of new Lake Forest Park Police Officer Amanda Johnson
- C. Mayor's Preliminary 2025-2026 Biennial Budget

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. July 18, 2024 Budget & Finance Committee Meeting Minutes
- B. August 5, 2024 City Council Special Meeting Minutes
- C. August 8, 2024 City Council Work Session Minutes
- D. August 8, 2024 City Council Regular Meeting Minutes
- E. August 12, 2024 City Council Special Meeting Minutes
- F. August 19, 2024 City Council Special Meeting Minutes
- G. August 29, 2024 City Council Special Meeting Minutes

H. City Expenditures for the Period Ending September 12, 2024

## **8. ORDINANCES AND RESOLUTIONS FOR ACTION**

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

B. Resolution 24-1964/Authorizing the Mayor to sign a contract with Sledge Seattle, LLC for demolition services as part of the Lakefront Early Works Improvements Project

C. Resolution 24-1965/Authorizing the Mayor to sign an Interagency Agreement with the Washington State Department of Commerce for assistance with the installation of electric vehicle chargers

D. Resolution 24-1966/Approving Addendum 2 to the Purchase and Sale Agreement for acquisition of property located at 19001 40th Place and delegating authority to the Administration to negotiate and conclude the remaining contingencies

## **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. ADJOURN**

### **FUTURE SCHEDULE**

- Thursday, September 19, 2024 6:00 p.m. City Council Budget & Finance Committee Meeting – *hybrid meeting (City Hall and Zoom)*

- Monday, September 23, 2024 6:00 p.m. Committee of the Whole Meeting – *hybrid meeting (City Hall and Zoom)*

- Thursday, September 26, 2024 6:00 p.m. City Council Special Work Session – *hybrid meeting (City Hall and Zoom)*

- Thursday, September 26, 2024 7:00 p.m. City Council Regular Meeting – *hybrid meeting (City Hall and Zoom)*

- Monday, September 30, 2024 6:00 p.m. City Council Special Meeting – *hybrid meeting (City Hall and 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.*



## PROCLAMATION PUGET SOUND STARTS HERE MONTH

**WHEREAS**, Puget Sound and the waterways that connect our mountains to the shore contribute in numerous ways to our Lake Forest Park economic infrastructure, quality of life and to our unparalleled natural resource base; and

**WHEREAS**, water quality is a priority for the health and welfare of citizens in Lake Forest Park; and

**WHEREAS**, millions of pounds of toxic pollutants enter Puget Sound every year, most of which are a result of rain washing over hard surfaces contaminated with yard chemicals, pet waste, oil, soaps, and other toxins that then enter storm drains, streams, and ultimately Puget Sound; and

**WHEREAS**, educational initiatives such as the regional “Puget Sound Starts Here” campaign work to protect and improve local and regional water quality; and

**WHEREAS**, state agencies and more than 400 local organizations, governments and tribes, including Lake Forest Park, have joined together to engage residents in Puget Sound recovery, and who have collectively launched the “Puget Sound Starts Here” public awareness campaign; and

**WHEREAS**, “Puget Sound Starts Here Month” is an opportunity to bring attention and focus to the issue of local and regional water quality and provide educational opportunities for the public to learn how they can help clean up Puget Sound and our local waterways; and

**WHEREAS**, the actions Puget Sound’s more than 4.5 million residents take today add up to determine the future of our health, economy, culture and quality of life;

**NOW, THEREFORE**, the Mayor and City Council of the City of Lake Forest Park, do hereby proclaim September 2024 as:

### **Puget Sound Starts Here Month**

in the city of Lake Forest Park and urge all citizens to take responsibility for their part in protecting and improving the health of Puget Sound for future generations by participating in a local volunteer cleanup or restoration project and adopting at least one Sound-healthy behavior to help restore and protect Puget Sound and our local waterways.

**IN WITNESS WHEREOF**, signed this 12<sup>th</sup> day of September, 2024.

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



CITY OF LAKE FOREST PARK  
CITY COUNCIL BUDGET AND FINANCE COMMITTEE MEETING MINUTES  
July 18, 2024

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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

**Budget & Finance Committee members absent:** none

**Councilmembers present:** Tracy Furutani; Ellyn Saunders (via Zoom)

**Councilmembers absent:** Lorri Bodi; Larry Goldman

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

**Others present:** none

**CALL TO ORDER**

Chair Lebo called the July 18, 2024, City Council Budget and Finance Committee meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

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

**CITIZEN COMMENTS**

There was no one in the audience wishing to speak.

**DIRECTOR’S REPORT**

***June 2024 Budget Monitoring Dashboard***

Director Vaughn presented the June 2024 budget monitoring dashboard and responded to questions.

1 **Capital Improvement Projects Dashboard for the Second Quarter of 2024**

2  
3 Director Perrigo presented the Q2 2024 CIP Dashboard. Director Perrigo and City Administrator  
4 Hill responded to questions.

5  
6 **OLD BUSINESS**

7  
8 **2025-2026 Biennial Budget Calendar**

9  
10 Director Vaughn presented the item and responded to questions.

11  
12 **NEW BUSINESS**

13  
14 **Overview of the Budget Process**

15  
16 Director Vaughn gave a brief presentation explaining what the budget process looks like.

17  
18 **ADJOURNMENT**

19  
20 There being no further business, Chair Lebo adjourned the meeting at 7:48 p.m.

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25 Jon Lebo, Chair

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30 Matt McLean, City Clerk

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**CITY OF LAKE FOREST PARK  
CITY COUNCIL SPECIAL MEETING MINUTES  
August 5, 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 (via Zoom); Tracy Furutani, Council Vice Chair; Larry Goldman, Paula Goode, Jon Lebo (via Zoom), Ellyn Saunders, Semra Riddle (via Zoom)

**Councilmembers absent:** none

**Staff present:** Kim Adams Pratt, City Attorney; Lindsey Vaughn, Finance Director; Mark Hofman, Community Development Director; Cory Roche, Environmental & Sustainability Specialist; Matt McLean, City Clerk

**Others present:** 8 visitors

**CALL TO ORDER**

Mayor French called the August 5, 2024 City Council special meeting to order at 6:00 p.m.

**FLAG SALUTE**

Cmbr. Furutani led the Pledge of Allegiance.

**ADOPTION OF AGENDA**

**Cmbr. Furutani moved** to approve 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.

Jack Tonkin – recalling LFP in the old days; Reasonable Use Exceptions (RUEs) will ruin the Park

Jolene Jang – calling for moratorium on RUEs

Gary Jang – Garey RUE

Jeff Snedden – supporting Jolene Jang; questioning Garey RUE application

Nancy Jang – Garey RUE

1 Douglas Hoggat – read letter from Dan Hawkins with WA Dept. of Fish & Wildlife regarding  
2 Garey RUE  
3 Janeice Hoggat – Garey RUE application  
4

5 There being no one else in the audience wishing to speak, Mayor French closed public  
6 comments.  
7

8 **ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION**  
9

10 ***Adopting the proposed calendar for the 2025-2026 Biennium Budget***  
11

12 Director Vaughn requested a motion to adopt the draft 2025-2026 Biennium Budget Calendar.  
13

14 **Cmbr. Lebo moved** to adopt the proposed 2025-2026 Biennium Budget Calendar. **Cmbr.**  
15 **Furutani seconded. The motion to adopt the Budget Calendar passed unanimously.**  
16

17 ***2025-2026 Biennium Budget - Community Partner Presentations***  
18

19 **Senior Center** – Executive Director Teresa LaCroix gave a presentation and responded to council  
20 questions.  
21

22 **Center for Human Services** – Family Support Director Tanya Laskelle gave a presentation and  
23 responded to council questions.  
24

25 **Shoreline Historical Museum** - Executive Director Kenneth Doutt gave a presentation requesting  
26 sustained financial support from Lake Forest Park and responded to council questions.  
27

28 **Hopestream Community** – Co-Founder Brenda Zane gave a presentation and responded to  
29 council questions.  
30

31 ***Ordinance 24-1296/Amending chapter 10.06 of the LFPMC, Automated Traffic Safety***  
32 ***Cameras, to correct references to 2024 state statutes***  
33

34 **Deputy Mayor Bodi moved** to waive the three-touch rule in regard to Ordinance 24-  
35 1206. **Cmbr. Goldman seconded. The motion to waive the three-touch rule passed**  
36 **unanimously.**  
37

38 **Deputy Mayor Bodi moved** to adopt Ordinance 24-1296/Amending chapter 10.06 of the  
39 LFPMC, Automated Traffic Safety Cameras, to correct references to 2024 state statutes.  
40 **Cmbr. Furutani seconded. The motion to adopt Ordinance 24-1296 passed**  
41 **unanimously.**  
42

1 **Resolution 24-1961/Accepting an Addendum to the Equity Analysis and an updated Speed**  
2 **and Safety Analysis for NE 178th Street from 25th Ave NE to State Route 104, identifying a**  
3 **school walk zone for Brookside Elementary, and authorizing the use of traffic safety cameras**  
4 **for the zone**

5  
6 **Cmbr. Furutani moved** to waive the three-touch rule in regard to Resolution 24-  
7 1961/Accepting an Addendum to the Equity Analysis and an updated Speed and Safety  
8 Analysis for NE 178th Street from 25th Ave NE to State Route 104, identifying a school  
9 walk zone for Brookside Elementary, and authorizing the use of traffic safety cameras  
10 for the zone. **Cmbr. Goode seconded. The motion to waive the three-touch rule failed.**  
11 **Cmbrs. Goldman, Goode, Lebo and Riddle opposed; Deputy Mayor Bodi and Cmbr.**  
12 **Saunders in favor; Cmbr. Furutani abstaining.**

13  
14 The resolution will be brought back at a future meeting.

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16 **ADJOURNMENT**

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18 There being no further business, Mayor French adjourned the meeting at 8:22 p.m.

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23 Tom French, Mayor

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28 Matt McLean, City Clerk

CITY OF LAKE FOREST PARK  
CITY COUNCIL WORK SESSION MEETING MINUTES  
August 8, 2024

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

**Councilmembers present:** Tracy Furutani, Vice Chair; Larry Goldman, Paula Goode, Jon Lebo, Semra Riddle (via Zoom)

**Councilmembers absent:** Lorri Bodi, Deputy Mayor; Ellyn Saunders

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

**Others present:** 1 visitors

**CALL TO ORDER**

Mayor French called the August 8, 2024 City Council work session meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

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

**COUNCIL DISCUSSION TOPICS**

**Revenue & Expenditure Fiscal Year End Projections for the 2023-2024 Biennium**

Director Vaughn gave a brief presentation and responded to questions.

**ADJOURNMENT**

There being no further business, Mayor French adjourned the meeting at 6:36 p.m.

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Tom French, Mayor

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Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK  
CITY COUNCIL REGULAR MEETING MINUTES  
August 8, 2024**

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**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, John Lebo, Semra Riddle

**Councilmembers absent:** Ellyn Saunders

**Staff present:** Tom French, Mayor; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Mark Hofman, Community Development Director; Jennifer Johnson Grant, Municipal Court Judge; Julie Espinoza, Court Administrator; Matt McLean, City Clerk

**Others present:** 22 visitors

**CALL TO ORDER**

Mayor French called the August 8, 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.

- Jack Tonkin – regarding maintenance of the Lakefront park, budget is not practical.
- David Haddock – Garey Reasonable Use Exception (RUE)
- Jolene Jang – asked for moratorium on RUEs as institutional knowledge no longer available from turnover
- Nancy Jang – asked for moratorium on RUEs; [greenvoicesforlakeforestpark.com](http://greenvoicesforlakeforestpark.com)



1 Gary Jang – asked for moratorium on RUEs; neighborhood shouldn’t bear responsibility to make  
2 sure developers correctly fill out application

3  
4 Deputy Mayor Bodi arrived at 7:05 p.m.  
5

6 **PROCLAMATIONS**

7  
8 ***Childhood Cancer Awareness Month***  
9

10 Cmbr. Goldman read a proclamation recognizing September 2024 as Childhood Cancer  
11 Awareness Month.

12  
13 ***National Recovery Month***  
14

15 Cmbr. Furutani read a proclamation recognizing September 2024 as National Recovery Month.  
16

17 **PUBLIC HEARING**  
18

19 ***Public Hearing on Resolution 24-1960/Concerning State Ballot Initiative 2117 concerning***  
20 ***carbon tax credit trading***  
21

22 Cmbr. Furutani introduced Resolution 24-2960/Concerning State Ballot Initiative 2117.  
23

24 Mayor French opening the Public Hearing for Public Comment.  
25

- 26 Brian Saunders – Oppose 2117
- 27 Nigel Keiffer – Support 2117
- 28 Fred Grant – Oppose 2117
- 29 Phillippa Kassoover – Oppose 2117

30  
31 City Clerk McLean read the following names and positions into the record from written  
32 comments:  
33

34 **Support 2117**

- 35 • Let’s Go Washington
- 36 • David Haddock

37  
38 Requested the Council to take no position on 2117

- 39 • Wynn Harper

40  
41 **Oppose 2117**

- 42 • Janne Kaje

- 1 • Tamara Erickson
- 2 • Andres Hughes
- 3 • Sarah Phillips
- 4 • Sally Yamasaki
- 5 • Sadie Yamasaki
- 6 • Dan Benson
- 7 • Matthew Son

8  
9 There being no one else wishing to give public comment, Mayor French closed the Public  
10 Hearing.

11  
12 ***Discussion, consideration, and/or possible action on Resolution 24-1960/Concerning State***  
13 ***Ballot Initiative 2117 Concerning Carbon Tax Credit Trading.***

14  
15 ***Cmbr. Furutani moved*** to approve Resolution 24-1960/In Opposition of Washington State  
16 Ballot Initiative 2117 Concerning Carbon Tax Credit Trading. ***Cmbr. Lebo seconded.***

17  
18 ***Deputy Mayor Bodi moved*** to waive the three-touch rule in regard to Resolution 24-1960.  
19 ***Cmbr. Riddle seconded. The motion to waive the three-touch rule for Resolution 24-1960***  
20 ***passed unanimously.***

21  
22 ***The motion to approve Resolution 24-1906 in Opposition to State Initiative 2117 passed***  
23 ***unanimously.***

24  
25 **PRESENTATIONS**

26  
27 **State of the Court**

28  
29 Judge Grant gave a presentation on the State of the Court.

30  
31 **CONSENT CALENDAR**

32  
33 ***Cmbr. Furutani moved*** to approve the Consent Calendar as presented. ***Cmbr. Goldman***  
34 ***seconded. The motion to approve the Consent Calendar as presented carried***  
35 ***unanimously.***

- 36
- 37 A. July 11, 2024 City Council Work Session Minutes
- 38 B. July 11, 2024 City Council Regular Meeting Minutes
- 39 C. Accounts Payable dated 7/25/2024 Claim Fund Check Nos. 86504 through 86578 in the
- 40 amount of \$560,461.90, a 7/08/2024 Payroll Fund ACH transaction in the amount of
- 41 \$203,997.36, a Direct Deposit transaction in the amount of \$185,553.44. Additional

- 1 approved ACH transactions: Wex Bank – Chevron, \$105.22; US Bank Credit Card,
- 2 \$41,031.63. Total approved claim fund transactions: \$991,149.55.
- 3 D. Accounts Payable dated 8/5/2024 Claim Fund Check Nos. 86579 through 56580 in the
- 4 amount of \$42,096.96, and an Accounts Payable dated 7/30/2024 Claim Fund Check No.
- 5 86581 in the amount of \$1,112.85. Total approved claim fund transactions: \$43,209.81.
- 6 E. Accounts Payable dated 8/8/2024 Claim Fund Check Nos. 86582 through 86635 in the
- 7 amount of \$439,807.32, a 7/23/2024 Payroll Fund ACH transaction in the amount of
- 8 \$160,220.36, a Direct Deposit transaction in the amount of \$183,704.72. Additional
- 9 approved ACH transactions: Elevon, \$782.91. Total approved claim fund transactions:
- 10 \$784,515.31.

11

12 **RESOLUTION 24-1961/Accepting an Addendum to the Equity Analysis and Updated Speed and**

13 **Safety Analysis for NE 178<sup>th</sup> Street from 25<sup>th</sup> Ave NE to State Route 104, Identifying a School**

14 **Walk Zone for Brookside Elementary, and Authorizing the Use of Traffic Safety Cameras for**

15 **the Zone**

16

17 City Attorney Pratt presented the item and responded to questions from the Council.

18 Discussion followed.

19

20 **Cmbr. Furutani moved** to waive the three-touch rule in regard to Resolution 24-1961.

21 **Cmbr. Riddle seconded. The motion to waive the three-touch rule passed unanimously.**

22

23 **Cmbr. Riddle moved** to adopt Resolution 24-1961/Accepting an Addendum to the Equity

24 Analysis and Updated Speed and Safety Analysis for NE 178<sup>th</sup> Street from 25<sup>th</sup> Ave NE to

25 State Route 104, Identifying a School Walk Zone for Brookside Elementary, and

26 Authorizing the Use of Traffic Safety Cameras for the Zone. **Cmbr. Furutani seconded.**

27 **The motion to adopt Resolution 24-1961 passed unanimously.**

28

29 **OTHER BUSINESS**

30

31 **Cmbr. Furutani moved** to excuse Cmbr. Saunders. **Deputy Mayor Bodi seconded. The**

32 **motion to excuse Cmbr. Saunders passed with Cmbr. Furutani dissenting.**

33

34 Deputy Mayor Bodi spoke regarding the Garey RUE and urged Community Development to take

35 a careful look at it.

36

37 Cmbr. Riddle seconded Deputy Mayor Bodi’s comments regarding RUEs.

38

39 **Mayor's Report**

- 40
- 41 • Celebrating a great National Night Out
- 42 • Watch out for wildlife – deer and bobcats have been sighted multiple times
- 43

1 **ADJOURNMENT**

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3 There being no further business, Mayor French adjourned the meeting at 8:55 p.m.

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9 Tom French, Mayor

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Matt McLean, City Clerk

DRAFT

CITY OF LAKE FOREST PARK  
CITY COUNCIL SPECIAL MEETING MINUTES  
August 12, 2024

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**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 (via Zoom), Paula Goode, John Lebo, Semra Riddle (via Zoom)

**Councilmembers absent:** Ellyn Saunders

**Staff present:** Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

**Others present:** 5 visitors

**CALL TO ORDER**

Mayor French called the August 12, 2024 City Council special meeting to order at 6:00 p.m.

**FLAG SALUTE**

Cmbr. Lebo led the Pledge of Allegiance.

**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.**

***2025-2026 Biennium Budget – Community Partner Presentations***

Third Place Commons – Executive Director Silje Sodal gave a brief presentation and responded to questions.

Shorelake Arts – Executive Director Laura James gave a brief presentation and responded to questions.

1 **ADJOURNMENT**

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3 There being no further business, Mayor French adjourned the meeting at 6:45 p.m.

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9 Tom French, Mayor

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Matt McLean, City Clerk

DRAFT

CITY OF LAKE FOREST PARK  
CITY COUNCIL SPECIAL MEETING MINUTES  
August 19, 2024

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

**Councilmembers present:** Lorri Bodi, Deputy Mayor (via Zoom); Tracy Furutani, Council Vice Chair; Larry Goldman, Paula Goode, John Lebo, Ellyn Saunders, Semra Riddle

**Councilmembers absent:** none

**Staff present:** Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

**Others present:** 3 visitors

**CALL TO ORDER**

Mayor French called the August 19, 2024 City Council special meeting to order at 6:00 p.m.

**FLAG SALUTE**

Cmbr. Goldman led the Pledge of Allegiance.

**ADOPTION OF AGENDA**

**Cmbr. Furutani moved** to amend the agenda to consider items C B A in that order under items for discussion. **Cmbr. Riddle seconded. The motion to adopt the agenda as amended carried unanimously.**

**PUBLIC COMMENTS**

Mayor French invited comments from the audience.

Julian Andersen provided comment in support of Resolution 24-1962.

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



1 **ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION**

2

3 ***Resolution 24-1962/Approving the Purchase and Sale Agreement for acquisition of property***  
4 ***located at 19001 40<sup>th</sup> Place NE and delegating authority to the Administration to execute***  
5 ***professional services contracts to close the sale upon satisfaction of contingencies.***

6

7 Mayor French introduced the item, and discussion followed.

8

9 The item will be brought back to a future meeting for continued discussion and community  
10 engagement.

11

12 ***Capital Improvement Plan for 2025-2026***

13

14 Director Perrigo gave a brief presentation and responded to questions along with City  
15 Administrator Hill.

16

17 ***Overview of Community Survey, Open House, and the Planning Commission recommendation***  
18 ***on the draft 2024 Periodic Update of the Comprehensive Plan***

19

20 Director Hofman gave a presentation and responded to questions.

21

22

23 **ADJOURNMENT**

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25 There being no further business, Mayor French adjourned the meeting at 7:51 p.m.

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Tom French, Mayor

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Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK  
CITY COUNCIL SPECIAL MEETING MINUTES  
August 29, 2024**

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**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 (via Zoom), Paula Goode, John Lebo, Elyn Saunders (via Zoom), Semra Riddle (via Zoom)

**Councilmembers absent:** none

**Staff present:** Phillip Hill, City Administrator; Lindsey Vaughn, Finance Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

**Others present:** 26 visitors

**CALL TO ORDER**

Mayor French called the August 29, 2024 City Council special meeting to order at 6:00 p.m.

**FLAG SALUTE**

Mayor French led the Pledge of Allegiance.

**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.**

**PUBLIC COMMENTS**

Mayor French invited comments from the audience.

The following people provided oral comments against Resolution 24-1962:

- 1. Nigel Keiffer

The following people provided oral comments in favor of Resolution 24-1962:

- 1. Doug Hennick
- 2. Richard Saunders

1 Mayor French read the following names into the record of written comments received:

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In favor of Resolution 24-1962

- 1. Silje Sodal
- 2. Jaffrey Bagge
- 3. George Grantham
- 4. Connie & Byron Barnes
- 5. Sally Yamasaki
- 6. Laura Marchelya
- 7. Brett Konzek
- 8. John Hartman
- 9. Betsy Ormond
- 10. Tamra Patton
- 11. Richard & Jana Kaufman
- 12. Rick Bender
- 13. Charlene Bender
- 14. Julia Bent
- 15. Donna Johnson
- 16. Rep. Gerry Pollet
- 17. Catherine Broom
- 18. Ann Marie Genco
- 19. Cindy Ference
- 20. Kim Josund

Against Resolution 24-1962

- 1. Wynn Harper

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

**ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR ACTION**

***Resolution 24-1962/Approving the Purchase and Sale Agreement for acquisition of property located at 19001 40<sup>th</sup> Place (Parcel No. 4022902380) and Authorizing Execution of Professional Services Agreement for Related Feasibility Evaluation***

Mayor French introduced the item and discussion followed.

**Cmbr. Furutani moved** to approve Resolution 24-1962/Approving the Purchase and Sale Agreement for acquisition of property located at 19001 40<sup>th</sup> Place (Parcel No. 4022902380) and Authorizing Execution of Professional Services Agreement for Related Feasibility Evaluation. **Deputy Mayor Bodi seconded.**

1 **Cmbr. Furutani moved** to suspend the three-touch rule in regard to Resolution 24-1962.  
2 **Cmbr. Saunders seconded. The motion to suspend the three-touch rule passed**  
3 **unanimously.**

4  
5 **The motion to approve Resolution 24-1962 passed unanimously.**

6  
7 **City Expenditures for the Period Ending August 28, 2024** – Pre-paid Accounts Payable Dates  
8 08/22/24 Claim Fund Check Nos. 86636 through 86694 in the amount of \$478,510.45, a  
9 08/08/24 Payroll Fund ACH transaction in the amount of \$175,603.31, a Direct Deposit  
10 transaction in the amount of \$195,998.26. Additional approved ACH transactions: Invoice  
11 Cloud, \$345.15; State of Washington, \$7,531.03; US Bank Credit Card, \$50,762.23.

12  
13 **Cmbr. Lebo moved** to approve the City Expenditures for the Period Ending August 28,  
14 2024. **Cmbr. Goode seconded. The motion to approve the City Expenditures for the**  
15 **Period Ending August 28, 2024 passed unanimously.**

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17 **ADJOURNMENT**

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19 There being no further business, Mayor French adjourned the meeting at 6:30 p.m.

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24 Tom French, Mayor

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29 Matt McLean, City Clerk

City of Lake Forest Park  
SORTED TRANSACTION CHECK REGISTER  
09/12/2024

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 09/12/24 CLAIM FUND Check Nos. 86696 through 86747 in the amount of \$583,808.67, a 08/23/24 PAYROLL FUND ACH transaction in the amount of \$173,767.77, a DIRECT DEPOSIT transaction in the amount of \$190,884.65, are approved for payment this 12th day of September 2024.

**Additional approved transactions are:**  
ACH transaction Elavon in the amount of \$1,123.98

Total approved claim fund transactions: \$949,585.07

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

\_\_\_\_\_  
Mayor

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

# Bank Reconciliation

## Checks by Date

User: tbaker@cityofflp.gov  
 Printed: 09/06/2024 - 7:30AM  
 Cleared and Not Cleared Checks



| Check No | Check Date | Name                                 | Comment | Module | Clear Date | Amount     |
|----------|------------|--------------------------------------|---------|--------|------------|------------|
| 0        | 9/12/2024  | Elavon                               |         | AP     |            | 1,123.98   |
| 86696    | 9/12/2024  | American Traffic Solutions Inc.      |         | AP     |            | 68,244.00  |
| 86697    | 9/12/2024  | Avocette Technologies Inc.           |         | AP     |            | 125.00     |
| 86698    | 9/12/2024  | Anthony Carl Basler                  |         | AP     |            | 245.00     |
| 86699    | 9/12/2024  | BHC Consultants LLC                  |         | AP     |            | 4,057.68   |
| 86700    | 9/12/2024  | Brown Bear Car Wash                  |         | AP     |            | 60.00      |
| 86701    | 9/12/2024  | Cadman Materials, Inc.               |         | AP     |            | 107.83     |
| 86702    | 9/12/2024  | Cameron's One LLC                    |         | AP     |            | 3,819.58   |
| 86703    | 9/12/2024  | City of Lake Forest Park             |         | AP     |            | 990.00     |
| 86704    | 9/12/2024  | Code Publishing Company              |         | AP     |            | 142.29     |
| 86705    | 9/12/2024  | Conсор North America, Inc.           |         | AP     |            | 3,200.50   |
| 86706    | 9/12/2024  | Databar                              |         | AP     |            | 2,227.95   |
| 86707    | 9/12/2024  | Design by Discovery LLC              |         | AP     |            | 40.00      |
| 86708    | 9/12/2024  | Facet, Inc.                          |         | AP     |            | 28,201.18  |
| 86709    | 9/12/2024  | Galls, LLC                           |         | AP     |            | 2,071.41   |
| 86710    | 9/12/2024  | Gordon Thomas Honeywell Gov't. Affa: |         | AP     |            | 3,150.00   |
| 86711    | 9/12/2024  | Gray & Osborne, Inc.                 |         | AP     |            | 9,275.32   |
| 86712    | 9/12/2024  | Iconix Waterworks (US) Inc.          |         | AP     |            | 936.39     |
| 86713    | 9/12/2024  | Insight Public Sector, Inc.          |         | AP     |            | 4,148.60   |
| 86714    | 9/12/2024  | Jet City Printing, Inc.              |         | AP     |            | 188.54     |
| 86715    | 9/12/2024  | Johnson Controls                     |         | AP     |            | 3,861.44   |
| 86716    | 9/12/2024  | Joshua Green Corp.                   |         | AP     |            | 11,417.42  |
| 86717    | 9/12/2024  | King County Finance                  |         | AP     |            | 1,327.00   |
| 86718    | 9/12/2024  | King County Finance                  |         | AP     |            | 952.79     |
| 86719    | 9/12/2024  | King County Finance & Business       |         | AP     |            | 226,998.09 |
| 86720    | 9/12/2024  | Kissel Electric                      |         | AP     |            | 132.00     |
| 86721    | 9/12/2024  | Legend Data Systems, Inc.            |         | AP     |            | 55.15      |
| 86722    | 9/12/2024  | LFP Municipal Court                  |         | AP     |            | 161.00     |
| 86723    | 9/12/2024  | Litho Craft, Inc.                    |         | AP     |            | 3,022.70   |
| 86724    | 9/12/2024  | McNamara Industries Inc              |         | AP     |            | 182.08     |
| 86725    | 9/12/2024  | Shannon Moore                        |         | AP     |            | 10.00      |
| 86726    | 9/12/2024  | Navia Benefit Solutions              |         | AP     |            | 300.00     |
| 86727    | 9/12/2024  | Norcom 911                           |         | AP     |            | 115,140.49 |
| 86728    | 9/12/2024  | Office Depot, Inc.                   |         | AP     |            | 61.30      |
| 86729    | 9/12/2024  | PACE Engineers, Inc.                 |         | AP     |            | 1,529.00   |
| 86730    | 9/12/2024  | Pacific Office Automation            |         | AP     |            | 469.66     |
| 86731    | 9/12/2024  | Parametrix, Inc                      |         | AP     |            | 9,166.46   |
| 86732    | 9/12/2024  | Pat's Trees & Landscape Inc.         |         | AP     |            | 34,939.07  |
| 86733    | 9/12/2024  | Peerless Network, Inc                |         | AP     |            | 1,039.61   |
| 86734    | 9/12/2024  | Performance Systems Integration      |         | AP     |            | 1,054.48   |
| 86735    | 9/12/2024  | Plywood Supply, Inc.                 |         | AP     |            | 589.68     |
| 86736    | 9/12/2024  | Puget Sound Energy                   |         | AP     |            | 79.08      |
| 86737    | 9/12/2024  | Puget Sound Executive Services, Inc. |         | AP     |            | 1,659.00   |
| 86738    | 9/12/2024  | Ricoh USA, Inc                       |         | AP     |            | 617.27     |
| 86739    | 9/12/2024  | Arsen Safaryan                       |         | AP     |            | 35.00      |
| 86740    | 9/12/2024  | P. Diane Schneider                   |         | AP     |            | 140.00     |

| Check No            | Check Date | Name                          | Comment | Module | Clear Date | Section 7, ItemH. |
|---------------------|------------|-------------------------------|---------|--------|------------|-------------------|
| 86741               | 9/12/2024  | Snohomish Co Sheriff's Office |         | AP     |            | 24,581.88         |
| 86742               | 9/12/2024  | Xiangli Yi Svinth             |         | AP     |            | 140.00            |
| 86743               | 9/12/2024  | Transpo Group USA Inc         |         | AP     |            | 2,742.50          |
| 86744               | 9/12/2024  | United Rentals                |         | AP     |            | 1,631.34          |
| 86745               | 9/12/2024  | Velocity Systems              |         | AP     |            | 1,610.00          |
| 86746               | 9/12/2024  | Waste Management Northwest    |         | AP     |            | 6,010.21          |
| 86747               | 9/12/2024  | Westlake Hardware WA-153      |         | AP     |            | 921.70            |
| Total Check Count:  |            |                               |         |        |            | 53                |
| Total Check Amount: |            |                               |         |        |            | 584,932.65        |



# Accounts Payable

## Checks by Date - Summary by Check Date

User: tandrus@cityofflp.gov  
 Printed: 8/28/2024 12:23 PM



| Check No                  | Vendor No | Vendor Name                              | Check Date | Check Amount |
|---------------------------|-----------|--|------------|--------------|
| ACH                       | LEOFFTR   | LEOFF TRUST                              | 08/23/2024 | 38,600.95    |
| ACH                       | NAVIA     | Navia Benefit Solutions, Inc.            | 08/23/2024 | 772.09       |
| ACH                       | NAVIAFSA  | Navia - FSA                              | 08/23/2024 | 233.34       |
| ACH                       | PFLTRUST  | LFP PFL Trust Account                    | 08/23/2024 | 2,028.77     |
| ACH                       | TEAMDR    | National D.R.I.V.E.                      | 08/23/2024 | 4.45         |
| ACH                       | TXSDU     | Texas State Disbursement Unit (SDU)      | 08/23/2024 | 500.00       |
| ACH                       | Z401AL    | Vantagepoint Transfer Agents-107084 ICM  | 08/23/2024 | 1,688.53     |
| ACH                       | Z457      | Vantagepoint Transfer Agents-304508 ICM  | 08/23/2024 | 9,079.82     |
| ACH                       | ZAWC      | AWC                                      | 08/23/2024 | 1,034.99     |
| ACH                       | ZDREAHE   | Dream Ahead                              | 08/23/2024 | 100.00       |
| ACH                       | ZEMPSEC   | Employment Security Dept.                | 08/23/2024 | 554.79       |
| ACH                       | ZEMPWACA  | Wa.Cares Tax                             | 08/23/2024 | 889.42       |
| ACH                       | ZGUILD    | LFP Employee Guild                       | 08/23/2024 | 975.00       |
| ACH                       | ZICMA     | Vantagepoint Transfer Agents-107084 ICM  | 08/23/2024 | 32,873.82    |
| ACH                       | ZL&I      | Washington State Department of Labor & I | 08/23/2024 | 6,806.59     |
| ACH                       | ZLEOFF    | Law Enforcement Retirement               | 08/23/2024 | 16,457.17    |
| ACH                       | ZLFPIRS   | Lake Forest Park/IRS                     | 08/23/2024 | 36,720.64    |
| ACH                       | ZPERS     | Public Employees Retirement              | 08/23/2024 | 23,564.76    |
| ACH                       | ZTEAM     | Teamsters Local Union #117               | 08/23/2024 | 512.34       |
| ACH                       | ZWATWT    | Washington Teamsters Welfare Trust       | 08/23/2024 | 370.30       |
| Total for 8/23/2024:      |           |  |            | 173,767.77   |
| Report Total (20 checks): |           |  |            | 173,767.77   |

# Bank Reconciliation

## Checks by Date

User: tbaker@cityofflp.gov  
Printed: 09/06/2024 - 7:35AM  
Cleared and Not Cleared Checks

Section 7, Item H.



| Check No            | Check Date | Name | Comment          | Module | Clear Date | Amount     |
|---------------------|------------|------|------------------|--------|------------|------------|
| 0                   | 8/23/2024  |      | DD 00523.08.2024 | PR     |            | 190,884.65 |
| Total Check Count:  |            |      |                  |        |            | 1          |
| Total Check Amount: |            |      |                  |        |            | 190,884.65 |



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

**Meeting Date** September 12, 2024

**Originating Department** Community Development Department

**Contact Person** Mark Hofman, AICP, Community Development Director

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

### Legislative History

- First Presentation September 12, 2024, City Council Work Session
- Second Presentation September 12, 2024, Regular City Council Meeting

### Attachments:

1. Resolution 24-1963 authorizing the Mayor to sign an Agreement for Consulting Services with Cascadia Consulting Group, Inc. for Climate Planning Support.
2. Professional Services Agreement between the City of Lake Forest Park and Cascadia Consulting Group, Inc. for Climate Planning Support, including Exhibit A- Scope of Work, Climate Element with Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element.
3. Cascadia Consulting Group, Inc. Statement of Qualifications, dated May 14, 2024.
4. Washington State Department of Commerce, Growth Management Services, Climate Planning Grant Interagency Agreement with the City of Lake Forest Park, Contract No. 24-63610-213 dated April 15, 2024.

### Executive Summary

In May 2024, City staff solicited for consultant Statement of Qualifications (SOQ) for climate planning consulting support services to assist with performing the scope of work in the approved Interagency Agreement (Attachment 4) with the Washington State Department of Commerce, Growth Management Services, to amend the city's Comprehensive Plan to include a stand-alone Climate Element, with Greenhouse Gas Emissions Reduction and Climate Resilience Sub Elements.

The selection committee for the solicited SOQ comprised City Councilmember Furutani, Environmental and Sustainability Specialist Roche, and Community Development Director Hofman. The city received a total of seven responsive, qualified SOQ submittals and the committee selected four of those for interview/presentations in July. The committee's consensus was to recommend Cascadia Consulting Group, Inc. to the Mayor and Council for these services. City staff recommends contracting Cascadia Consulting Group, Inc. to complete the Climate Planning scope of work. The total contract (Attachment 2) for the work is not to exceed \$422,617.00.

**Background**

The city has been awarded a grant by the Washington State Department of Commerce in an amount not to exceed \$500,000 to assist with the climate planning policies and development regulations work needed to comply with the climate planning requirements of legislation passed in 2023 (HB 1181). The legislation adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with resilience and greenhouse gas emissions mitigation sub-elements.

This climate planning work is distinct and separate from the ongoing periodic update of the Comprehensive Plan, due by December 2024. Under GMA, Lake Forest Park is required to complete the climate planning work by 2029. However, due to grant funding award and opportunity, Lake Forest Park can move forward its obligation and begin the climate planning work at this time, through June 2025. The funds provided by this grant will complement the city's limited funds available for this effort in the Community Development Department professional services budget. The grant is effective from the date of execution through June 30, 2025, on a reimbursement basis.

The Professional Services Agreement between the City of Lake Forest Park and Cascadia Consulting Group, Inc. for climate planning support will provide staff with the additional consulting services needed to complete the required planning work. As part of the climate planning policies and development regulations update, several required deliverables were identified that fit within the timeline of the grant. Included in the scope of work for the grant, and now covered within the scope of work in the Professional Services Agreement, are:

- Form a Climate Policy Advisory Team and engagement strategy that supports environmental justice;
- Explore climate impacts, identify community assets, and consider environmental justice;
- Audit existing plans and policies for climate gaps and opportunities;
- Assess vulnerability and risk;
- Pursue pathways to adapt/expand existing goals and identify policy co-benefits;
- Gather local greenhouse gas (GHG) emission and planning data;
- Inventory and estimate GHG emissions;
- Perform a vehicle mile travel (VMT) study;
- Establish emission reduction targets;
- Produce a final review draft of a climate element with resilience and greenhouse gas emissions goals and policies.

**Fiscal & Policy Implications**

The Professional Services Agreement between the City of Lake Forest Park and Cascadia Consulting Group, Inc. for climate planning support will be completed on a time and materials basis, not to exceed \$422,617.00. The Climate Planning work is separate and distinct from the periodic update scope of work under way. The City's adopted/amended budget includes the Climate Planning support effort in Planning Department Professional Services.

**Alternatives**

| <i>Options</i>  | <i>Results</i>   |
|---|--|
| <ul style="list-style-type: none"><li>• Authorize the Mayor to sign the agreement for consultant services with Cascadia Consulting Group, Inc.</li></ul>        | The consultant will work with the city to complete the Climate Planning scope of work prior to the June 2025 deadline, supported by the \$500,000 grant. |
| <ul style="list-style-type: none"><li>• Do not authorize the Mayor to sign the agreement for consultant services with Cascadia Consulting Group, Inc.</li></ul> | The city will not contract with the consultant to complete the Climate Planning scope of work prior to the June 2025 deadline.                           |

**Staff Recommendation**

Following a review of the attached documents, staff recommends that the Council pass Resolution 24-1963, authorizing the Mayor to sign the Professional Services Agreement between the City of Lake Forest Park and Cascadia Consulting Group, Inc. for climate planning support.

**RESOLUTION NO. 24-1963**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAKE FOREST PARK AND CASCADIA CONSULTING GROUP, INC. FOR CLIMATE PLANNING SUPPORT**

---

**WHEREAS**, under the Growth Management Act (GMA), the City of Lake Forest Park is required to perform a periodic update of its comprehensive plan by the end of 2024; and

**WHEREAS**, separate but related to the effort for the periodic update of the Comprehensive Plan, the City of Lake Forest Park is required to comply with the additional climate planning requirements of WA State legislation passed in 2023 (HB 1181). The legislation adds a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to have a climate element with resilience and greenhouse gas emissions mitigation sub-elements; and

**WHEREAS**, to assist with the climate planning policies and development regulations work needed to comply with GMA legislation, the State Legislature has provided essential funding available to local jurisdictions to help offset the burden and cost of compliance; and

**WHEREAS**, the Washington State Department of Commerce has awarded, and the City has accepted, a grant of \$500,000 to assist with climate planning comprehensive plan policies and development regulations as required by the GMA; and

**WHEREAS**, in May 2024, City staff solicited for consultant Statement of Qualifications (SOQ) for climate planning consulting support services to assist with performing the scope of work in the approved Interagency Agreement with the Washington State Department of Commerce, Growth Management Services, to amend the city's Comprehensive Plan to include a stand-alone Climate Element, with Greenhouse Gas Emissions Reduction and Climate Resilience Sub Elements; and

**WHEREAS**, a selection committee consisting of a Councilmember, the City's Environmental and Sustainability Specialist, and the Community Development Director recommended Cascadia Consulting Group, Inc. to assist with completing the climate planning policies and development regulations work needed to comply with GMA legislation.

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

Section 1. AGREEMENT. Authorizes the Mayor to sign the Professional Services Agreement between the City of Lake Forest Park and Cascadia Consulting Group, Inc. for Climate Planning Support, included herein as Attachment 1, including Exhibit A- Scope of Work, Climate Element with Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element.

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 12th 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.: 24-1963



**CITY OF LAKE FOREST PARK  
PROFESSIONAL SERVICES AGREEMENT  
Agreement Title: Consultant Services with  
Cascadia Consulting Group, Inc. for Climate Planning Support**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Cascadia Consulting Group, Inc.** (the "Consultant"), a Washington corporation, dated this **XX** day of September, 2024.

Consultant Business: Cascadia Consulting Group Inc.  
Consultant Address: 1109 First Avenue, Suite 400. Seattle, WA, 98101  
Consultant Phone: (206) 343-9759  
Contact Name: Gretchen Muller and Alexandra Doty  
Consultant e-mail: [gretchen@cascadiaconsulting.com](mailto:gretchen@cascadiaconsulting.com) and  
[adoty@cascadiaconsulting.com](mailto:adoty@cascadiaconsulting.com)  
Federal Employee ID No.: 911589555  
Authorized City Representative Mark Hofman, Community Development Director  
for this contract:

**WHEREAS**, the City desires to develop a greenhouse gas emissions reduction sub-element and climate resilience sub-element to the comprehensive plan, as directed by Department of Commerce 2023-2025 Climate Planning Grant; and

**WHEREAS**, public convenience and necessity require the City obtain the services of a consultant with experience to perform this work; and

**WHEREAS**, the City finds that Cascadia Consulting Group, Inc. is qualified and experienced in developing greenhouse gas emissions reductions sub-elements and climate resilience sub-elements to comprehensive plans.

**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 Climate Planning Support (“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 Gretchen Muller and Alexandra Doty. 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 December 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 four hundred twenty two thousand six hundred and seventeen dollars (\$422,617) as shown on Exhibit A, Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element Scope of Work, 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 Exhibit A.

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.

**3. Request for Payment.**

A. Not more than once every thirty days the Consultant shall send electronically to [ap@cityofflp.gov](mailto:ap@cityofflp.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 Exhibit A according to the schedule established in Exhibits A. 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. Subject to the City’s rights in the deliverables, any pre-existing work product, trade secrets, know-how, methodologies, and processes related to Consultant’s services shall remain the sole and exclusive property of Consultant, and Consultant shall own all proprietary and intellectual property rights inherent therein and appurtenant thereto (collectively “Consultant Materials”). If, in the course of Consultant’s engagement with the City, Consultant uses, provides, or incorporates into any deliverables or work any Consultant Materials, Consultant will grant the City a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid-up right: (a) to make, use, copy, modify, and create derivative works of such intellectual property, (b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of such intellectual property (and derivative works thereof) and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

**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. The Consultant shall be paid or reimbursed for all hours

satisfactorily 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.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorney fees, caused by the negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement 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 Agreement.

**8. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Limitation of Liability: Neither party shall be liable for any special, indirect, consequential (including, without limitation, lost profits), incidental, exemplary, or punitive damages arising out of or relating to this Agreement or any work order, however caused and under any theory of liability, even if such party has been advised of the possibility of such damages. Consultant's total liability for damages arising out of any cause whatsoever related to this Agreement or any work order (whether based in contract, infringement, negligence, strict liability, other tort or otherwise) will be limited to the total price paid to consultant for the work giving rise to the liability.

A. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:

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.

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 independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using a form acceptable to the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

D. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

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

F. Verification of Coverage.

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

I. Public Entity Full Availability of Consultant Limits.

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

**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: Mark Hofman  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

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

Cascadia Consulting Group, Inc.  
1109 First Ave, Suite 400

Seattle, WA 98101

Attn: Gretchen Muller and Alexandra Doty

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 date first above written

|  | <b><i>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</i></b>               |
|--|---|
| <b>CITY OF LAKE FOREST PARK WASHINGTON</b><br><br>By: _____<br>_____, Mayor<br><br>_____<br>Date _____ | <b>CASCADIA CONSULTING GROUP, INC.</b><br><br>By _____<br>_____<br>Typed/Printed Name:<br>_____<br>Its _____<br>Date: _____ |
| <b>ATTEST:</b><br><br>_____<br>Matthew McLean, City Clerk<br>Date: _____<br>_____                      |   |
| <b>APPROVED AS TO FORM:</b><br><br>_____<br>Kim Adams Pratt, City Attorney<br>Date: _____              |   |

# Exhibit A: Scope of Work

Climate Element with Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element

## Scope Details

### Task 1. Project Management (Commerce Grant Section 2)

The overall project is anticipated to occur over an approximately 18-month period and be completed by December 2025. The Consultant will provide management, coordination, and direction to the project team and subconsultants for completing the project on time and on budget. This task includes providing assistance in the day-to-day management and decision-making for the project. The Consultant will prepare and administer subconsultant contracts and will track project costs and budgets on a monthly basis.

#### ***Kickoff Meeting***

The Consultant team led by Cascadia Consulting Group (“Cascadia”) and supported by SCJ Alliance and Fehr & Peers will convene an initial kick-off meeting with City staff to better understand the City’s related efforts to date, explore the vision for this Climate Element, and begin outlining a detailed project roadmap. During this meeting, we will discuss ultimate project goals and outcomes (e.g., “what will success look like?”); strategies to dovetail this project with other City initiatives, including the Comprehensive Plan update and Climate Action Plan; engagement goals, activities, and lessons learned; the Climate Policy Advisory Team; opportunities to incorporate equity; and client/consulting team roles, responsibilities, and expectations, including logistics and timeline. We will capture these elements in a project workplan and detailed timeline of the entire planning process and submit both to the City for review and approval.

#### ***Ongoing Project Management and Coordination***

The Consultant (Cascadia) will provide monthly progress reports and invoices to the City that review the budget, status of tasks, project schedule, upcoming work, and issues that need to be resolved. The Consultant Project Manager (PM) and/or Deputy Project Manager (DPM) and City Project Manager will also hold biweekly check-in meetings to support project momentum, identify early issues needing attention, and address concerns as they arise. Other team members may be invited to participate in the check-in meetings on an as-needed basis. The Consultant will coordinate all subconsultant activities including monthly invoices, progress reports, and deliverables.

#### Assumptions

- Timeline:
  - Kickoff in September 2024 (timelines of all tasks will be adjusted based on kickoff date)
  - Workplan and timeline in September 2024
  - Ongoing project management and coordination throughout the project until December 2025
- One 1-1.5-hour kickoff meeting

- One round of City review and consultant edits on the project workplan and detailed timeline
- City team will coordinate invitations and logistics of kickoff attendees from the City
- Biweekly check-in meetings will be 30 minutes in length.

Deliverables

- Kickoff meeting agenda, attendance and facilitation, and summary notes in email
- Monthly invoices and progress reports
- Biweekly check-in agendas, meeting attendance and facilitation, and summary notes in email
- Project workplan and detailed timeline

Task 2. Climate Policy Advisory Team and Engagement Strategy (Commerce Grant Sec. 2)

**Support the Climate Policy Advisory Team:** Drawing from the initial conversation during the kick-off meeting, and in consultation with City staff, the Consultant will work with City staff to formally establish the Climate Policy Advisory Team (CPAT) with selected members, including defining roles and responsibilities and clear engagement touchpoints. We will confirm CPAT responsibilities, a framework for decision-making, and a project charter during the first CPAT meeting. The Consultant team will provide climate data and plan information and facilitate discussions on key plan elements. For each meeting, our team’s services will include:

- **Preparation:** We will develop an agenda and a discussion guide with clear CPAT decision points and input opportunities.
- **Meeting logistics:** We will lead in-person, hybrid, and virtual meeting management and equipment.
- **Agendas and facilitation:** Our approach includes having a clear agenda, staying on time, and building in opportunities to explore new questions that may surface. Having neutral facilitators and technical experts ensures meeting agendas run smoothly and we can address any issues that arise (e.g., specific technical questions).
- **Meeting documentation:** We will provide succinct summaries after each meeting that include discussion points and key takeaways.
- **Offline collaboration:** We will work with participants between full-group meetings to address plan elements that did not have support and develop materials for collaboration between meetings (e.g., fact sheets, ranking worksheets).

**Establish Public Engagement Strategy:** The Consultant team will draw from the kick-off meeting discussion to draft an Engagement Strategy including a “Community Snapshot” of key demographics; a description of engagement goals; key audiences such as City staff, the CPAT, the Climate Action Committee, and local community-based organizations; roles and approaches; detailed methods including specific events and outcomes; an equity strategy; and key performance indicators for evaluating engagement success. We will build on our experience working with communities in and around Lake Forest Park to identify priority audiences and effective engagement strategies. The Engagement Strategy will also outline the CPAT work plan. Cascadia will work with SCJ Alliance to synchronize Climate Element engagement activities with engagement for the broader Comprehensive Plan update to ensure alignment, improve



efficiency, and avoid participant burnout. While the final package of engagement activities will be decided in coordination with the City team in the development of the Engagement Strategy, activities may include:

- **Regular meetings with the CPAT (bimonthly)** at key points in the planning process where their input will be most valuable—such as ground-truthing climate impacts, prioritizing strategies, and reviewing the draft Climate Element. Our budget assumes planning and facilitation of up to seven (7) 2-hr CPAT meetings.
- **Presentations at City Council and Planning Commission meetings** to present draft strategies, gather feedback, and build support for adoption early in the planning process. Our budget assumes planning and presentation at up to 4 total meetings with City Council or Planning Commission.
- **Broad public meetings and/or focus groups with specific stakeholders.** Open public meetings serve as an opportunity to raise awareness and gather feedback on priorities, concerns, action ideas, and implementation considerations at key points in the planning process. Alternatively, focus groups with underrepresented and vulnerable communities or key implementation partners allow for more in-depth, personal conversations on specific topics, areas of concern, or priorities. We will track engagement closely and work with the City to determine gaps in engagement and which approach will be most helpful in filling those gaps. Our budget assumes planning and facilitation of one public open house and up to five (5) 1-hr focus groups or stakeholder interviews.
- **A communitywide survey** to gather broad input from as many Lake Forest Park residents as possible, including those interested in the planning process who are unable to attend in-person events. The survey would be short and direct, focused on encouraging general community input on the development of the Climate Element in support of the comprehensive plan. We will work City staff to confirm whether the survey should be included as part of the engagement plan.
- **A project page on the City’s website** that outlines the Climate Element planning process and provides key updates and opportunities for public involvement. Our budget assumes up to 15 hours for Cascadia to develop key text and content for the City to review and publish.
- An **online sharing platform** (e.g., Konveio, Consider.it, Social Pinpoint, or other platform to be confirmed) for facilitating public input on the draft Climate Element. Our budget assumes use of one of these platforms for sharing and soliciting input on the draft Climate Element.

Assumptions

- Timeline:
  - Draft Climate Element Engagement Strategy in September 2024
  - Final Climate Element Engagement Strategy in October 2024
    - Timeline for engagement activities will be specified in final Climate Element Engagement Strategy.
- The City has already identified CPAT members and confirmed with City Council.

- City staff will confirm and launch CPAT. Consultant team will plan and facilitate up to 7 bimonthly CPAT meetings that will be up to 2 hours in length.
- Engagement Strategy will specify activities and roles that can be accommodated within the planned budget will be finalized in the Engagement Strategy in collaboration with City staff.
- One round of City review and consultant edits on Engagement Strategy.
- Consultant will implement Engagement Strategy (more details and assumptions, including City’s role in activities, will be specified in engagement strategy).
  - City staff will support Engagement Strategy implementation in accordance with final Engagement Strategy.
  - The budget will support travel for any in-person events/engagement for up to 7 staff over the course of the project.

Deliverables

- CPAT meeting agendas, materials, and meeting summaries (Supportive of Commerce Grant Deliverable 1)
- Draft and final Engagement Strategy, detailing activities included (Supportive of Commerce Grant Deliverable 1)
- Implementation of Engagement Strategy—current budget assumes:
  - Seven (7) 2-hr CPAT meetings, with Consultant providing one facilitator and one notetaker
  - Up to four (4) meetings with City Council or Planning Commission, with attendance by up to two Consultant staff
  - One (1) climate-focused public meeting
  - Up to five (5) 1-hr climate-focused stakeholder interviews / focus groups
  - One (1) climate-focused communitywide survey
  - One public comment management process to solicit input on the draft Climate Element

Task 3. Plan and Policy Audit (Commerce Grant Section 3, Step 2)

**Review Existing Plans for Climate Gaps and Opportunities:** To better understand and to characterize Lake Forest Park’s current climate policy context, we will complete an audit of existing plans, policies, and regulations including the following: City of Lake Forest Park Comprehensive Plan, Shoreline Master Program, Lake Forest Park Hazard Mitigation Plan, and the Lake Forest Park Climate Action Plan. This initial list will be vetted by City Staff and the CPAT. The Consultant will also draw on recent work supporting updates to the City’s CAP. The Consultant will complete the plan and policy audit in alignment with the Commerce guidance and templates.

It will be important to hear from staff that work across departments to identify additional relevant documents and gain further context regarding potential gaps and overlaps with existing plans, policies, and regulations; to that end, we will conduct interviews and meetings to augment our review. We will organize the review into a **comprehensive climate policy database** and summarize in a **Policy Gap and Opportunity Analysis memorandum**. The database and report will also collate key climate resilience considerations that existing measures address. The

database and report will be used to **identify policy trends and gaps in existing policies** and will include policy recommendations for the Climate Element.

Assumptions

- Timeline:
  - Review of plans, interviews, and draft memo in November 2024
  - Final memo in December 2024
- Review of up to six (6) City planning documents
- Up to six (6) 1-hour interviews with key City staff
- City team will review and approve final list of documents to review
- One round of City review and consultant edits on memo
- Final memo of up to 15 pages

Deliverables

- Climate policy database in Excel (Supportive of Commerce Grant Deliverable 3)
- Draft and final Policy Gap and Opportunity Analysis Memorandum (Supportive of Commerce Grant Deliverable 3)

**Task 4. Explore Climate Impacts (Commerce Grant Section 3, Step 1)**

We will identify current and projected climate impacts across priority community assets and hazards. This will help determine priority sectors and approach for a more detailed and robust climate vulnerability and risk assessment (Task 5).

**Identify Community Assets and Explore Hazards on Changes in Climate:** Consistent with changes in the GMA (RCW 36.70A.070) and the Department of Commerce’s *Climate Element Planning Guidance*, we will assess climate change impacts on key physical, social, and environmental assets, pulling from relevant plans, policies, and other resources. Drawing from our extensive experience working with jurisdictions to identify and evaluate climate impacts and hazards, our team will use the best available science and credible resources to identify observed and projected climate trends relevant to Lake Forest Park, focusing on stormwater flooding and slope stability, heat events, wildfire, smoke, drought, and other climate-related risks. We anticipate using resources from the University of Washington Climate Impacts Group and other sources, including *Climate Mapping for a Resilient Washington*, *Northwest Climate Assessment Report*, the *National Climate Assessment*, and other relevant studies and datasets.

**Pair Assets and Hazards & Identify Priority Climate Hazards:** We evaluate community assets (e.g., roads and bridges, critical infrastructure, etc.) with anticipated climate impact(s) and **summarize our findings in a Climate Impacts memo in support of the Climate Element Workbook**. Accompanying each asset-hazard set, we will identify climate impacts specific to the City of Lake Forest Park, assess exposure, consider any non-climate stressors, and summarize past, current, or projected consequences of the climate impacts to specific sectors (such as public health). Following the completion of the Climate Workbook asset and hazard pairing page, we will identify all hazards that are relevant to the City and justify the inclusion or exclusion of each specific hazard.

**Determine Next Steps:** We will present these findings to the City and the CPAT before beginning the full vulnerability assessment (Task 5). Vulnerability assessments build on the impacts assessment by identifying **key climate impacts on community infrastructure** while assessing **exposure, sensitivity, and adaptive capacity**. They provide a more robust picture of

climate impacts on which we can begin building specific climate policies for the Climate Resilience Sub-Element.

Assumptions

- Timeline:
  - Draft memo in December 2024
  - Final memo in January 2025
- One 1-hour meeting with City and CPAT to present findings
- One round of City review and consultant edits on workbook

Deliverables

- Draft and final Climate Impacts memo in alignment with the Climate Element Workbook (Supportive of Commerce Grant Deliverable 2)

**Task 5. Assess Vulnerability and Risk (Commerce Grant Section 3, Step 3)**

With the impact assessment completed, our team will support the City with a comprehensive climate vulnerability assessment. **We will work with the City to determine a scale and approach to the vulnerability assessment that is appropriate for this project**, though we expect to include the following steps, which draw on the framework developed by the Climate Impacts Group (CIG) and King County, *Preparing for Climate Change – A Guidebook for Local, Regional, and State Governments*, and will also align with the WA Department of Commerce guidance:

- **Step 1: Define Terms and Focus Areas.** We will provide a brief overview of a vulnerability assessment and its components of exposure, sensitivity, and adaptive capacity. We will work with the City to set definitions for each of these terms and select focus areas (e.g., health and wellbeing, infrastructure, water).
- **Step 2: Exposure Analysis.** We will draw on the climate impacts summary to identify known climate conditions that impose stresses on built, natural, and social systems and use information gathered through engagement, review of City plans, and spatial data to determine which areas and assets are stressed by each climate condition.
- **Step 3: Sensitivity and Adaptive Capacity Analyses.** We will identify sectors, resources, and communities that are particularly susceptible to anticipated climate impacts and assess their ability to adapt to different climate hazards. We will gather input from staff on existing programs that build resilience and document gaps or impacts that are not addressed with current programs.
- **Step 4: Vulnerability Assessment.** The final step brings the three previous analyses together. While final outputs will be decided upon collaboratively with the client, we anticipate illustrating climate vulnerability using maps, tables and figures, and narrative text to explain the different determinants and considerations of climate vulnerability. We anticipate a final report being approximately 20-25 pages.

**Meet with Partners, Stakeholders, and Decision-makers to Decide Course of Action:** We will prepare a memo summarizing climate vulnerability and risks to community assets and include preliminary identification of necessary policies for each sector, presenting these findings to

partners, staff, and the CPAT. We will use easy-to-understand narratives and graphics that serve as a quick and clear references to the relative vulnerability of sectors, resources, and communities in Lake Forest Park. We will use our findings to support Climate Element goal and policy development and prioritization.

Assumptions

- Timeline:
  - Research and staff engagement in November 2024–January 2025
  - Draft vulnerability assessment in February 2025
  - Final vulnerability assessment in March 2025
- Creation of focus areas and exposure maps or original figures, number to be confirmed with the City
- Up to three (3) 1-hour meetings or listening sessions to gather data and/or present results to partners, staff, and CPAT
- One round of City review and consultant edits on draft VA

Deliverables

- Draft and final Climate Change Vulnerability and Risk Assessment memo (Supportive of Commerce Grant Deliverable 4)

Task 6. Gather Greenhouse Gas Emissions Data (Commerce Grant Section 4; Steps 1, 2, 3, and 4)

**Inventory and estimate GHG emissions:** GHG inventories set the stage for developing high-impact climate strategies and serve as the key indicator for monitoring and assessing emissions reductions over time. We anticipate significant efficiencies through our leadership on Commerce’s 11-County GHG emissions inventory and the Puget Sound Regional Emissions Analysis projects, and will build from this work—and Lake Forest Park’s 2019 inventory—to ensure methodological consistency. We prepare our inventories in alignment with WA Department of Commerce guidance, the *U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (USCP)*, and the *Global Protocol for Community-Scale Greenhouse Gas Emissions (GPC)*.

King County is currently working with K4C cities and Cascadia to provide **updated 2022 and 2023 community-level GHG emissions inventories** for all K4C cities, including Lake Forest Park. This inventory—available by spring 2024—can be used to assess Lake Forest Park’s climate action progress since its last GHG emissions inventory in 2019. Cascadia will **expand upon these currently available communitywide GHG inventories** to provide a more robust, comprehensive picture of GHG emissions through the following updates:

- Inclusion of community wastewater treatment emissions.
- Updating solid waste tonnage data to reflect more local-level information, if available (e.g., from haulers).

These updates will include any retroactive updates needed to the 2019 community inventory to maintain inventory comparability.

As part of this task, Cascadia will lead preparation and analysis of a 2023 **government operations GHG inventory** in accordance with the *Local Government Operations Protocol for*

*the Quantification and Reporting of Greenhouse Gas Emissions Inventories (LGOP).* Using these protocols, we will quantify scopes 1, 2, and 3 emissions for Lake Forest Park’s municipal operations and reveal key emissions sources and reduction opportunities.

Findings from the communitywide and government operations GHG emissions inventories will be summarized in a brief **GHG emissions summary memorandum** that can be used to inform Climate Element policy development.

**GHG Forecasting and Scenario Analysis:** The Consultant team will project future communitywide GHG emissions and estimate GHG emission reductions associated with climate strategies out to 2050. The Consultant will build from the King County GHG forecasting and scenario analysis tool created for Commerce’s 11-county GHG emissions inventory and a King County-specific action modeling tool (forthcoming) to customize an emissions model specific to Lake Forest Park that can be used to visualize and assess local climate strategies and actions and associated GHG emission reductions. This customization process will include incorporation of local growth projections used for the comprehensive plan update. This customization will also include modeling additional local strategies/actions to support GHG emission reduction sub-element target setting and policy identification. Our budget assumes modeling of up to 8 additional local strategies/actions.

**Perform Travel Market Assessment and VMT Study:** Fehr & Peers will lead the VMT Analysis, drawing on decades of experience with analysis and modeling of transportation-related VMT and related greenhouse gas emissions. Fehr & Peers will lead the Vehicle-Miles-Traveled (VMT) study for Lake Forest Park to establish current VMT per capita for the city, understand future travel behavior, establish VMT reduction strategies, and set a VMT per capita reduction target. They will also perform a travel market assessment which builds a transportation profile for the City based on a set of data sources that may include: WSDOT VMT Data, census block-level VMT per capita data, recent household Travel Survey data from the Puget Sound Regional Council, census data, transit ridership, and electric vehicle registrations. Developing this profile will help break down the City’s VMT into categories for residents, employees, and visitors; each category responds to different VMT strategies, so understanding these categories will help tailor strategies to maximize the impact of VMT reduction policies and programs.

**Establish Emission Reduction Targets:** Using the GHG emissions and VMT analyses as guides, the Consultant team will work with the City, partners, stakeholders, and decisionmakers to identify and confirm near- and long-term GHG emission reduction targets for inclusion in the Climate Element. To inform target setting, the Consultant Team will:

- Conduct a high-level analysis of VMT reduction potential of the top strategies elevated by the CPAT and community members to develop reasonable reduction targets. We will use models to explore reduction potential, including the PSRC Regional Travel Demand model or modeling based on elasticity evaluations of existing VMT market data, consistent with CAPCOA handbook guidance. Outcomes from this process will be summarized in a **technical memorandum summarizing the selected VMT reduction strategies and targets.**
- Provide **sector-specific targets and scenarios** using the customized GHG forecasting and scenario analysis tool, including targets related to building energy consumption, renewable energy use, VMT, and solid waste disposal.

Our team will use the results of these analyses to develop realistic options for targets for the planning period of 2025- 2045, considering the expected impact of several federal, state, and regional policies, the impact of the GHG policies identified for the sub-element, and input from stakeholders and staff. We will summarize the GHG analysis and target setting results in the **GHG emissions summary memorandum**. This memorandum will include a **monitoring plan and reporting mechanism** that can be used to

Assumptions

- Timeline:
  - Data collection and research in December 2024–February 2025
  - Data analysis in March-April 2025
  - Final analyses and reports in May 2025
- City staff will lead data collection for the government operations GHG inventory (using Consultant-provided templates).
- City staff will assist in data collection as appropriate for the communitywide GHG inventory updates (e.g., reach out directly if Consultant has not been able to make contact with a data provider).
- One round of City review and consultant edits on memoranda.

Deliverables

- GHG inventory and wedge analysis Excel workbook (Supportive of Commerce Grant Deliverable 7)
- Technical memo summarizing travel market assessment (Supportive of Commerce Grant Deliverable 8)
- Technical memo summarizing the selected VMT reduction strategies and VMT reduction target (Supportive of Commerce Grant Deliverable 8)
- GHG summary memorandum (Supportive of Commerce Grant Deliverable 9), including a monitoring plan and reporting mechanism.

**Task 7. Pursue Pathways and Identify Co-Benefits (Commerce Grant Section 3, Step 4)**

Based on the results of the climate impacts and policy gaps and opportunities assessments, GHG emissions inventories and analyses, VMT analysis, and the vulnerability assessment, the Consultant Team will identify draft climate resilience and GHG emission reduction goals and policies. This process will include: 1) expanding and/or adapting existing goals and policies and 2) developing new goals and policies, where needed.

**Develop Goals:** The Consultant team will identify proposed goals for inclusion in the Climate Element, including **overarching goal statements** aligned with categories of key climate vulnerabilities and GHG emissions sources—as well as **implementation measures/strategies** (5-10 per climate risk category) to support goals, metrics, and long-term measurements.

**Develop Policies:** The Consultant team will work together with City staff, the CPAT, and partners to identify and refine draft Climate Element policies, including for both the Climate Resilience and GHG Emission Reduction sub-elements. We will consider policies across sectors including transportation, infrastructure, agriculture, and energy. We will summarize the final policy list in a Climate Element Workbook, which will include documentation of co-benefits,



source hazards or GHG emission sources each policy addresses, equity considerations, and relevant planning sectors.

**Identify and Assess Policy Co-Benefits:** Co-benefits are the extent to which an action achieves multiple City objectives beyond its climate goals, such as improving quality of life/public health or benefitting local businesses. We will work with Lake Forest Park to determine which co-benefits they’d like to prioritize and assess potential strategies.

**Equity Assessment:** We will evaluate the potential impacts of goals and policies on people in overburdened communities. Our approach to this equity assessment assigns qualitative numerical scores to each evaluated policy based on a criteria matrix to ensure consistency in scoring throughout the evaluation. Equity assessment findings will be summarized and provided to the City for feedback.

Assumptions

- Timeline:
  - Policy development, equity assessment, and engagement in March–June 2024
- One round of City review and consultant edits on memorandum.

Deliverables

- Draft and final Climate Element Workbook, including GHG emission reduction and resilience goals and policies, assessment of co-benefits, and equity assessment (Supportive of Commerce Grant Deliverable 5, 6, and 10)
- Policy pathways and co-benefits summary memorandum (Supportive of Commerce Grant Deliverable 5, 6, and 10)

**Task 8. Integrate Goals and Policies (Commerce Grant Section 3, Step 5)**

**Review and Finalize Resilience Goals and Policies:** The previous tasks will culminate in this final policy integration and finalization task. Cascadia will collaborate with SCJ Alliance to finalize and integrate the Climate Element into the Comprehensive Plan update, using existing styles and frameworks to align with other City documents and develop an accompanying monitoring plan for staff. We will develop a public draft document and incorporate feedback into the final Climate Element. Finally, we will consult with the Mayor, City Council, CPAT, and community partners to ensure final deliverables reflect all input.

**Consult with Partners, Stakeholders, and Decision-makers:** We will support the presentation to City Council for final adoption. As with all deliverables, the final versions will be independently reviewed by the Consultant’s internal Editorial Board to ensure that they are clear, error free, and easy to understand. The Consultant’s graphic design team will also be available to create custom graphics and presentation materials, if desired.

Assumptions

- Timeline:
  - Review Draft Climate Element in June 2025
  - Final Climate Element in December 2025
- One round of City and CPAT review and consultant edits on draft Climate Element.
- One public comment period on draft Climate Element, as noted in Task 2.
- One round of City review and consultant edits on final Climate Element.



Deliverables

- Draft and final Climate Element, including monitoring plan (Supportive of Commerce Grant Deliverable 6, 10, and 11)

Task 9. Additional Support (to be determined)

Recognizing the complexity and nuances in developing both a Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element, there may be additional tasks that arise during the project that the Consultant team could support. These Task 9 funds will be held as contingency funds, and will only be accessed with written consent from the City prior, that outlines the assumptions and key deliverables associated with Task 9 activities, yet to be determined through written agreement between the City and Consultant.

**Budget Summary**

| Task   | Budget           |
|--|------------------|
| Task 1. Project Management                                   | \$26,996         |
| Task 2. Climate Policy Advisory Team and Engagement Strategy | \$74,246         |
| Task 3. Plan and Policy Audit                                | \$25,950         |
| Task 4. Explore Climate Impacts                              | \$19,410         |
| Task 5. Assess Vulnerability and Risk                        | \$53,770         |
| Task 6. Gather Greenhouse Gas Emissions Data                 | \$119,360        |
| Task 7. Pursue Pathways and Identify Co-Benefits             | \$48,010         |
| Task 8. Integrate Goals and Policies                         | \$24,875         |
| Task 9. Additional Support (to be determined)                | \$20,000         |
| <b>Total</b>   | <b>\$422,617</b> |

**Rates**

| Company                   | Job Class               | Rate  |
|---------------------------|-------------------------|-------|
| Cascadia Consulting Group |                         |       |
|                           | Principle/Executive     | \$325 |
|                           | Director                | \$280 |
|                           | Senior Associate        | \$235 |
|                           | Associate               | \$170 |
|                           | Project Coordinator     | \$135 |
| Fehr & Peers              |                         |       |
|                           | Principle in Charge     | \$300 |
|                           | Project Manager         | \$220 |
|                           | Junior Planner/Engineer | \$145 |
|                           | Graphics                | \$205 |
|                           | Admin                   | \$145 |
| SCJ Alliance              |                         |       |
|                           | Senior Planner          | \$192 |

# Timeline

|   | 2024    |   |  |  |                            | 2025   |                       |     |            |               |     |               |     |
|---|---------|---|--|--|----------------------------|--|-----------------------|-----|------------|---------------|-----|---------------|-----|
| Tasks and Deliverables                                    | Aug     | Sept  | Oct  | Nov  | Dec                        | Jan  | Feb                   | Mar | April      | May           | Jun | //            | Dec |
| <b>Task 1: Project Management</b>                         | Kickoff | Monthly invoices, bi-weekly check-ins (to be adjusted based on project needs) |  |  |                            |  |                       |     |            |               |     |               |     |
| <b>Task 2: CPAT and Engagement</b>                        |         | Draft Strategy  | Final Strategy                               | CPAT meetings & other engagement activities (to be specified in Engagement Strategy) |                            |  |                       |     |            |               |     |               |     |
| <b>Task 3: Plan and Policy Audit</b>                      |         |   | Review plans, conduct interviews, draft memo | Final memo   |                            |  |                       |     |            |               |     |               |     |
| <b>Task 4: Climate Impacts for Resilience Sub-Element</b> |         |   |  | Draft workbook   | Final workbook             |  |                       |     |            |               |     |               |     |
| <b>Task 5: Vulnerability Assessment</b>                   |         |   |  | Research & engagement  |                            | Draft VA   | Final VA              |     |            |               |     |               |     |
| <b>Task 6: GHG Gas Emissions Data</b>                     |         |   |  |  | Research & data collection |  | Analysis & draft memo |     | Final memo |               |     |               |     |
| <b>Task 7: Pursue Pathways and Identify Co-benefits</b>   |         |   |  |  |                            | Policy development, equity assessment, co-benefits |                       |     |            | Final memo    |     |               |     |
| <b>Task 8: Integrate Goals &amp; Policies</b>             |         |   |  |  |                            |  |                       |     |            | Draft Element |     | Final Element |     |
|   |         |   | Ongoing work & meetings                      |  |                            | Deliverable  |                       |     |            |               |     |               |     |

# Climate Element for 2025 Comprehensive Plan Amendment

PROPOSAL TO THE CITY OF LAKE FOREST PARK

MAY 14, 2024

SUBMITTED BY CASCADIA CONSULTING GROUP, FEHR & PEERS, AND SCJ ALLIANCE



Dear Evaluation Team,

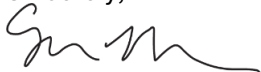
On behalf of our entire team at Cascadia Consulting Group, together with our partners at SCJ Alliance (SCJ) and Fehr & Peers (F&P), I am excited to submit this proposal to develop Lake Forest Park’s Climate Element. Our team brings a unique and unparalleled combination of local climate resilience, community engagement, and comprehensive planning experience, allowing us to deliver technical, tailored support to the City with meaningful engagement along the way. Along with our technical expertise, our team’s existing relationship with Lake Forest Park will allow us to build off of our previous climate action and comprehensive planning work and deliver a thoughtful, fully integrated Climate Element that meets HB1181 standards while advancing community and City priorities. Specifically, our team offers:

- Unmatched local climate planning experience and leadership.** We’ve tackled climate change issues for dozens of local clients—including Lake Forest Park itself, peer cities including Kenmore, Shoreline, Edmonds, Woodinville, Redmond, Issaquah, and Mercer Island—and have led statewide efforts including Commerce’s pilot program for refining Climate Element guidance and the eleven-county GHG inventory that will underpin county-level HB1181 planning efforts. We have experience leading Climate Elements for 10 Washington cities and eight counties. With both depth of climate expertise and breadth of experience with peer jurisdictions, we have the context, insights, and datasets needed to build on previous investments, respond to community needs, and develop tailored mitigation and resilience goals and policies.
- Cutting-edge knowledge and fresh perspectives.** Our team brings local experience and best practices developed through some of the most advanced and innovative analyses in the country—including co-leading a pilot project with the Department of Commerce to test and refine their climate resilience sub-element guidance, authoring the Northwest Chapter of the 5<sup>th</sup> National Climate Assessment, and leading research efforts in collaboration with the University of Washington (UW) Climate Impacts Group and Northwest Climate Adaptation Center. We will draw from these efforts to efficiently and expertly develop goals and policies that will help Lake Forest Park achieve resilience and reduce GHG emissions while also complying with HB1181.
- A fully customized and well-managed process.** We’ve had the pleasure of working repeatedly with clients through every phase of climate action and comprehensive planning processes. We know how to right-size our efforts while maintaining focus on the client’s vision, and how our work will dovetail with other City and regional policies and planning efforts. We also understand how this project’s analyses and deliverables will fit into Lake Forest Park’s Comprehensive Plan and have designed our approach to seamlessly integrate with the broader plan.

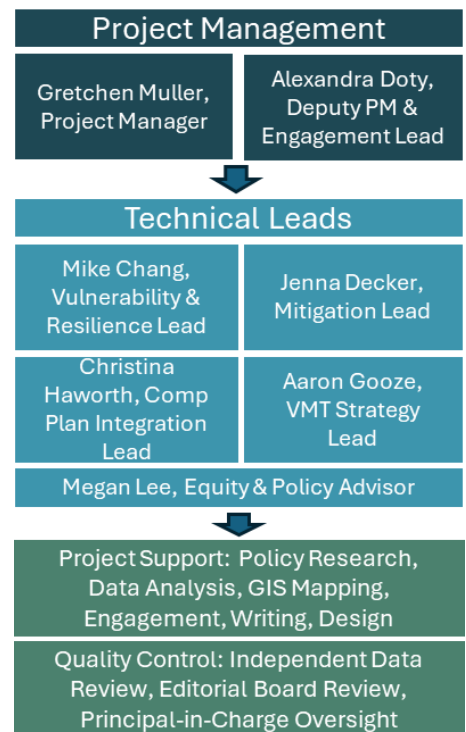
Not only have we included staff with direct experience working in Lake Forest Park and on peer city climate elements, but our project team structure, outlined in the organization chart at the right, also reinforces our commitment to upholding the highest standards of quality. Our team is led by Gretchen Muller, one of Cascadia’s most experienced senior project managers and facilitators, backed by a dedicated Deputy PM to support project coordination and a core team of task leads with direct experience developing Climate Elements—all backed by Cascadia’s deep bench of support staff, from graphic designers and multilingual outreach teams to independent quality review boards for data analysis and writing.

Our team is fully prepared and eager to continue working with the City of Lake Forest Park to advance community resilience and climate action. Please contact me with any questions or to discuss our proposal in more detail.

Sincerely,



Gretchen Muller, Director & Proposed Project Manager  
 (206) 449-1115 | [gretchen@cascadiaconsulting.com](mailto:gretchen@cascadiaconsulting.com)  
 Cascadia Consulting Group, Inc.



## Project Understanding & Approach

Lake Forest Park is a unique and special place, situated on the wooded slopes just north of Lake Washington, with strong recreation opportunities, a thriving local business economy, and engaged community. With climate change already having a range of local impacts that threaten the city's unique attributes—from wildfire and smoke to flooding and landslides—the need to codify climate policy in its Comprehensive Plan is urgent. Guidance from the Washington Department of Commerce provides a framework, resources, and tools to support jurisdictions in their climate planning efforts, and Lake Forest Park now seeks to develop climate resilience strategies that align with these guidelines and comply with HB 1181 requirements, while also building on existing efforts such as the City's Climate Action Plan, King County's Comprehensive Plan and Shoreline Master Program, and peer cities' climate plans and policies—all while meeting the needs and incorporating the priorities of its community.

Our **unparalleled experience with Climate Element development** has given us a strong understanding of what works, and what doesn't, when it comes to developing meaningful climate policies. It's especially important that this project's deliverables dovetail with existing City policies, have strong buy-in from departments and implementation partners, and are ready to be rolled into the City's Comprehensive Plan. Furthermore, our team's expertise means we know exactly how to right-size this effort, help break down each new requirement, and tailor climate policies for the City's unique needs—all while equipping the City with the tools it needs to implement these policies. We've outlined our approach to developing a Climate Element for Lake Forest Park below, and will happily provide additional information on request.

## Work Plan

### Task 1. Project Management

**Kickoff Meeting:** We will begin by convening an initial kick-off meeting with City staff to better understand the City's related efforts to date, explore the vision for this Climate Element, and begin outlining a detailed project roadmap. During this meeting, we anticipate discussing ultimate project goals and outcomes (e.g., "what will success look like?"); strategies to dovetail this project with other City initiatives, including the Comprehensive Plan update and Climate Action Plan; engagement goals, activities, and lessons learned; the Climate Policy Advisory Team—including who should be represented on it; opportunities to incorporate equity; and client/consulting team roles, responsibilities, and expectations, including logistics and timeline. We will capture these elements in a **project workplan** and **detailed timeline** of the entire planning process and submit both to the City for review and approval.

**Quality Assurance:** Our approach to enforcing quality is built on multiple quality assurance checks: every deliverable we produce is reviewed by our in-house Editorial Board and a Cascadia Principal in Charge. The Editorial Board is a panel of senior writers charged with enforcing internal and client standards for readability/accessibility, voice, style, and grammar. We bring this commitment to consistent quality to every element of the work we support. Additionally, we've recently introduced a data quality control team, who will review any technical data, mapping, surveys, and infographics to ensure they're consistent and accurate. Data will be reviewed at each stage, from collection and analysis through presentation, to ensure that baseline data is accurate, formulas are consistent, and there are no data transcription errors. Our QA/QC process is supported by the use of workbooks and templates previously developed and vetted through peer jurisdiction Climate Element projects.

**Ongoing Project Management:** The project team will continue to coordinate closely with City Staff, including holding virtual **biweekly coordination meetings** and providing **monthly invoices and progress reports**. Using Deltek Vision project management software, we will also provide monthly invoices and activity reports that outline progress on key deliverables alongside spend-to-date and budget remaining. Our Project Manager will proactively elevate potential scope or budget issues to the client team. We believe in addressing potential issues early—before they become problems that could threaten the success of the project.

**Deliverables:** Kickoff meeting and work plan, biweekly check-in meetings, monthly progress reports and invoices

## Task 2. Climate Policy Advisory Team and Engagement Strategy

**Form Climate Policy Advisory Team:** Drawing from the initial conversation during the kick-off meeting, and in consultation with City staff, Cascadia will establish a Climate Policy Advisory Team (CPAT) with recommended members, roles and responsibilities, and clear engagement touchpoints. We know that Lake Forest Park has an existing Climate Action Committee and will likely build off this group's existing membership, with additional representation as needed. We will confirm CPAT responsibilities, a framework for decision-making, and a project charter during the first CPAT meeting. Our team will provide climate data and plan information and facilitate discussions on key plan elements. For each meeting, our team's services will include:

- **Preparation:** develop an agenda and a discussion guide with clear CPAT decision points and input opportunities.
- **Meeting logistics:** including in-person, hybrid, and virtual meeting management and equipment.
- **Agendas and facilitation:** our approach includes having a clear agenda, staying on time, and building in opportunities to explore new questions that may surface. Having neutral facilitators and technical experts ensures meeting agendas run smoothly and we can address any issues that arise (e.g., specific technical questions).
- **Meeting documentation:** succinct summaries after each meeting that include discussion points and key takeaways.
- **Offline collaboration:** we will work with participants between full-group meetings to address plan elements did not have support and develop materials for collaboration between meetings (e.g., fact sheets, ranking worksheets).

We will work with City staff to draft and send invitations to potential members including community leaders, provide follow-up information, and meet with potential members to provide additional context. Based on initial responses, we will consider targeted recruitment to fill gaps and ensure equitable representation.

**Establish Engagement Strategy:** We will draw from the kick-off meeting discussion to draft an **engagement strategy** including a "Community Snapshot" of key demographics; a description of engagement goals; key audiences such as City staff, the Climate Action Committee, and local community-based organizations; roles and approaches; detailed methods including specific events and outcomes; an explicit equity strategy; and key performance indicators for evaluating engagement success. We will build on our experience working with communities in and around Lake Forest Park to identify priority audiences and effective engagement strategies. We recommend synchronizing Climate Element engagement activities with engagement for the broader Comprehensive Plan update to ensure alignment, improve efficiency, and avoid participant burnout. While the final package of engagement activities will be decided in coordination with the client team, we suggest the following:

- **Regular meetings with the CPAT** at key points in the planning process where their input will be most valuable—such as ground-truthing climate impacts, prioritizing strategies, and reviewing the draft Climate Element.
- **Presentations at City Council and Commission meetings** to present draft strategies, gather feedback, and build support for adoption early in the planning process.
- **Broad public meetings and/or focus groups with specific stakeholders.** Open public meetings serve as an opportunity to raise awareness and gather feedback on priorities, concerns, action ideas, and implementation considerations at key points in the planning process. Alternatively, focus groups with underrepresented and vulnerable communities or key implementation partners allow for more in-depth, personal conversations on specific topics, areas of concern, or priorities. We will track engagement closely and work with the City to determine gaps in engagement and which approach will be most helpful in filling those gaps.
- **A communitywide survey** to gather broad input from as many Lake Forest Park residents as possible, including those interested in the planning process who are unable to attend in-person events. The survey would be short and direct, focused on encouraging general community input on goals, strategies, actions, and other priorities. We will lean on the successes and lessons learned from the Climate Action Planning public survey that yielded a significant number of community responses and provided useful information to shape the CAP.
- **A project page on the City's website** that outlines the climate planning process and provides key updates and opportunities for public involvement.
- An **online sharing platform** (e.g., Konveio, Consider.it, Social Pinpoint) for facilitating public input on the draft plan.



**Deliverables:** CPAT agendas; presentations to Council and Commission meetings; materials for public meetings/focus groups; survey; content for website updates; online sharing platform

### Task 3. Plan and Policy Audit

**Review Existing Plans for Climate Gaps and Opportunities:** To better understand what climate planning work Lake Forest Park has completed to date, we will complete an audit of existing plans, policies, and regulations including the following: City of Lake Forest Park Comprehensive Plan, Shoreline Master Program, Lake Forest Park Hazard Mitigation Plan, Lake Forest Park Climate Action Plan, and peer city climate action plans and programs. This initial list will be vetted by City Staff and the CPAT. Cascadia will also draw on recent work supporting updates to the City's CAP.

It will be important to hear from staff that work across departments and geographies to identify additional relevant documents and gain further context regarding potential gaps and overlaps with existing plans, policies, and regulations; to that end, we will conduct interviews and meetings to augment our review. We will organize the review into a **comprehensive database** and summarize in a **Gap and Opportunity Analysis memorandum**. The database and report will also collate key climate resilience considerations that existing measures address. The database and report will be used to **identify policy trends and gaps in existing policies** and will include policy recommendations for the Climate Element.

**Deliverables:** Plan, policy, and regulation review database (Excel); interviews with key County staff, leadership, community partners, and/or stakeholders; draft and final Policy Gap and Opportunity Assessment Memorandum

### Task 4. Explore Climate Impacts

**Identify Community Assets and Explore Hazards on Changes in Climate:** Consistent with changes in the GMA (RCW 36.70A.070) and the Department of Commerce's *Climate Element Planning Guidance*, we will assess climate change impacts on key physical, social, and environmental assets, pulling from relevant plans, policies, and other resources. Drawing from our extensive experience working with jurisdictions to identify and evaluate climate impacts and hazards, our team will use the best available science and credible resources to identify observed and projected climate trends relevant to Lake Forest Park, focusing on stormwater flooding and slope stability, heat events, wildfire, smoke, drought, and other climate-related risks. We anticipate using resources from the University of Washington Climate Impacts Group and other sources, including *Climate Mapping for a Resilient Washington*, *Northwest Climate Assessment Report*, the *National Climate Assessment*, and other relevant studies and datasets.

**Pair Assets and Hazards & Identify Priority Climate Hazards:** We will pair each community asset with its anticipated climate impact(s) and **summarize our findings in the Commerce Workbook**. Accompanying each asset-hazard set, we will identify climate impacts specific to the City of Lake Forest Park, assess exposure, consider any non-climate stressors, and summarize past, current, or projected consequences of the climate impacts to specific sectors (such as public health). Following the completion of the Climate Workbook asset and hazard pairing page, we will identify all hazards that are relevant to the City and justify the inclusion or exclusion of each specific hazard.

**Determine Next Steps:** We will present these findings to the City and the CPAT and work with them to determine if a full vulnerability assessment is necessary or appropriate. Vulnerability assessments build on the impacts assessment by identifying **key climate impacts on community infrastructure** while assessing **exposure, sensitivity, and adaptive capacity**. They provide a more robust picture of climate impacts on which we can begin building specific climate policies for the Climate Resilience Sub-Element.

**Deliverables:** Draft and final Climate Element Workbook

### Task 5. Assess Vulnerability and Risk

**We will work with the City to determine a scale and approach to the vulnerability assessment that is appropriate for this project**, though we expect to include the following steps, which draw on the framework developed by the



Climate Impacts Group (CIG) and King County, *Preparing for Climate Change – A Guidebook for Local, Regional, and State Governments*:

- **Step 1: Define Terms.** We will provide a brief overview of a vulnerability assessment and its components of exposure, sensitivity, and adaptive capacity. We will work with the City to set definitions for each of these terms.
- **Step 2: Exposure Analysis.** We will draw on the climate impacts summary to identify known climate conditions that impose stresses on built, natural, and social systems and use information gathered through engagement, review of City plans, and spatial data to determine which areas and assets are stressed by each climate condition.
- **Step 3: Sensitivity Analysis.** We will identify sectors, resources, and communities that are particularly susceptible to anticipated climate impacts. We will gather information about existing conditions and future conditions to evaluate relative sensitivity to climate stressors.
- **Step 4: Adaptive Capacity Analysis.** We will focus on the areas and sectors with the greatest exposure and sensitivity and assess their existing ability to adapt and their potential for becoming more resilient through improved management, policies, operations, or infrastructure. We will gather input from staff on existing programs that build resilience and document gaps or impacts that are not addressed with current programs.
- **Step 5: Vulnerability Assessment.** The final step brings the three previous analyses together. We use a matrix to categorize sectors, resources, and communities by their vulnerability level and identify the most vulnerable—that is, those with high exposure, high sensitivity, and low adaptive capacity.

**Meet with Partners, Stakeholders, and Decision-makers to Decide Course of Action:** We will prepare a memo summarizing climate vulnerability and risks to community assets and include preliminary identification of necessary policies for each sector, presenting these findings to partners, staff, and the CPAT. We will use easy-to-understand narratives and graphics that serve as a quick and clear references to the relative vulnerability of sectors, resources, and communities in Lake Forest Park. We will use our findings to support goal and policy development and prioritization.

**Deliverables:** Listening sessions and/or one-on-one meetings; index-based mapping of climate risks and community vulnerability; draft and final Climate Change Vulnerability and Risk Assessment memo

## Task 6. Gather Greenhouse Gas Emissions Data

**Inventory and estimate GHG emissions:** GHG inventories set the stage for developing high-impact climate strategies and serve as the key indicator for monitoring and assessing emissions reductions over time. We anticipate significant efficiencies through our leadership on Commerce’s 11-County GHG inventory and the Puget Sound Regional Emissions Analysis, and will build from this work—and Lake Forest Park’s 2019 inventory—to ensure methodological consistency. We prepare our inventories in alignment with the *U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (USCP)* and the *Global Protocol for Community-Scale Greenhouse Gas Emissions (GPC)*.<sup>1</sup> We recommend preparing a government operations GHG inventory in accordance with the *Local Government Operations Protocol for the Quantification and Reporting of Greenhouse Gas Emissions Inventories (LGOP)*. Using these protocols, we will quantify updated Scope 1, Scope 2, and Scope 3 emissions across sectors for Lake Forest Park.

**GHG Forecasting and Wedge Analysis:** Wedge analyses project future GHG emissions and can provide an estimation of GHG emission reductions associated with climate strategies out to 2050 and beyond. Cascadia will build from the wedge analysis we’ll be creating as part of Commerce’s 11-County GHG inventory and can also use the tool we developed for King County as part of the Puget Sound Regional Emissions Analysis (PSREA) project to model local climate strategies and actions. Our relevant tools and local expertise will allow us to provide customized analysis for Lake Forest Park in a cost-effective and time-efficient manner. Potential strategies and actions can be added to the model to help vet and prioritize mitigation strategies for the sub-element in Task 7.

<sup>1</sup> The USCP is based on U.S. best practices and data sources that may not be applicable outside the U.S. As such, some of the requirements and guidance in the USCP differ from the GPC; however, their methodologies are compatible and they can be used concurrently.

**Perform VMT Study:** Fehr & Peers will lead the VMT Analysis, drawing on decades of experience with analysis and modeling of transportation-related VMT and related greenhouse gas emissions. They will build a transportation profile for the City based on a set of data sources that may include: WSDOT VMT Data, census block-level VMT per capita data, recent household Travel Survey data from the Puget Sound Regional Council, census data, transit ridership, and electric vehicle registrations. Developing this profile will help break down the City’s VMT into categories for residents, employees, and visitors; each category responds to different VMT strategies, so understanding these categories will help tailor strategies to maximize the impact of VMT reduction policies and programs.

**Establish Emission Reduction Targets:** We will conduct a high-level analysis of VMT reduction potential of the top strategies elevated by the CPAT and community members to develop reasonable reduction targets. We will use models to explore reduction potential, including the PSRC Regional Travel Demand model or modeling based on elasticity evaluations of existing VMT market data, consistent with CAPCOA handbook guidance. The results of the baseline GHG inventories, VMT study, and wedge analysis, backed by our team’s knowledge from previous GHG analysis work for peer jurisdictions, will serve as helpful tools to support City staff and the CPAT in identifying concrete GHG reduction targets. Our team will use the results of these analyses to develop realistic options for targets for the planning period of 2025-2045, considering the expected impact of several federal, state, and regional policies, the impact of the GHG policies identified for the sub-element, and input from stakeholders and staff. We will summarize the results in a memo.

**Deliverables:** GHG inventory and wedge analysis worksheet; travel market assessment; GHG target summary memo

## Task 7. Pursue Pathways and Identify Co-Benefits

**Develop Goals:** Based on the results of the climate impacts and policy audit, GHG emissions inventory and analysis, and the vulnerability assessment, we will identify mitigation and resilience goals and policies, including **overarching adaptation goal statements** aligned with categories of key climate risks and vulnerabilities—as well as **strategy-level policies** (5-10 per climate risk category) to support adaptation goals, metrics, and long-term measurements.

**Identify Policy Co-Benefits:** Co-benefits are the extent to which an action achieves multiple City objectives beyond its climate goals, such as improving quality of life/public health or benefitting local businesses. We will work with Lake Forest Park to determine which co-benefits they’d like to prioritize, and assess potential strategies using that framework.

**Develop Policies:** We will work together with City staff, the CPAT, and partners to refine and prioritize goals and policies. We will consider policies across sectors including transportation, infrastructure, agriculture, and energy. We will summarize the final policy list in a Commerce Workbook, which will include documentation of co-benefits, source hazards each policy addresses, equity considerations, and sectors.

**Equity Assessment:** We will evaluate the potential impacts of goals and policies on people in overburdened communities; our assessment approach assigns qualitative numerical scores to each evaluated policy based on a criteria matrix to ensure consistency in scoring throughout the evaluation. Findings will be summarized and provided to the City for feedback.

**Deliverables:** Draft and final Climate Element Workbook

## Task 8. Integrate Goals and Policies

**Review and Finalize Resilience Goals and Policies:** The tasks completed up to this point in this process build on one another and will culminate in this final integration task. We will collaborate with SCJ to integrate the Climate Element

### Equity in Policy Development

We center equity and environmental justice in all of our climate plans—investing in our understanding of community histories and characteristics, ensuring that we engage with people of all backgrounds, and elevating benefits to frontline groups in strategies and actions. Some policies may have unintended equity impacts, too, like increasing displacement pressure or reducing employment opportunities. Examining policies holistically with an equity lens is vital to ensuring the policies we develop advance community health, social and economic resilience, and access to opportunity while achieving climate mitigation and resilience goals.

into the Comprehensive Plan update they are leading, using existing styles and frameworks to align with other City documents. We will develop a public draft document and incorporate feedback into the final plan. Finally, we will consult with the Mayor, City Council, CPAT, and community partners to ensure final deliverables reflect all input.

**Consult with Partners, Stakeholders, and Decision-makers:** We will support the presentation to City Council for final adoption. As with all Cascadia deliverables, the final versions will be independently reviewed by our internal Editorial Board to ensure that they are clear, error free, and easy to understand. Cascadia’s graphic design team will also be available to create custom graphics and presentation materials, if desired.

**Deliverables:** Draft and final Climate Element including monitoring plan

## Firm and Key Staff Experience

Since 1993, **Cascadia Consulting Group** has worked with public, corporate, nonprofit, and tribal clients to advance projects that benefit their communities and the environment. With a staff of 80 consultants across our offices in Seattle and Oakland, Cascadia provides expertise across all aspects of climate analysis and planning—and we have extensive experience applying these skills to help local governments across Washington implement measures to reduce emissions while building resiliency to climate impacts. We’re excited to be partnering with **SCJ Alliance** and **Fehr & Peers** for this effort. They bring additional expertise in land use, transportation, and environmental planning—including leading Lake Forest Park’s current Comprehensive Plan Update—and offer deep knowledge of local context and existing relationships with Lake Forest Park stakeholders.

Our team is at the forefront of Climate Element development in Washington, having worked directly with the Department of Commerce and the King County-Cities Climate Collaborative (K4C) to test and refine the HB 1181 Climate Element guidance and successfully develop Climate Element policies for over a dozen clients and counting; we are currently in the process of developing Climate Elements for seven additional clients, too, and can realize efficiencies—for example, on policies being considered regionally and in other cities—from managing these projects concurrently. Our team has also been supporting Lake Forest Park with its Climate Action Plan and will draw on that recent experience and knowledge when exploring GHG reduction strategies, engaging with community members, and working with the client team and CPAT.

### Experience with Lake Forest Park and peer jurisdictions

Cascadia brings unrivalled experience developing climate and sustainability plans for Lake Forest Park and its peers. We have led climate planning efforts for 28 cities and 10 counties, including virtually all members of K4C and many smaller suburban cities in the Puget Sound corridor that are similar to Lake Forest Park. Cascadia also offers specialized Climate Element experience, having led Climate Elements for the following:

- Kenmore
- Woodinville
- Issaquah
- Seattle
- Auburn
- Port Angeles
- Federal Way
- Lake Stevens
- Gig Harbor
- Marysville
- Walla Walla
- 10 WA Counties

This combination of peer city experience and regional perspective gives us a deep understanding of the local lay of the land, the latest climate science research and guidance in the Northwest, and the most comprehensive picture of climate risks and vulnerabilities in Whatcom County—and how best to navigate them.

## Project Team

Our team for this project includes **nationally recognized climate action planning leaders** with decades of collective experience in conducting vulnerability and equity assessments, modeling emissions from transportation and other sectors, and leading climate mitigation and adaptation plans. We pride ourselves on being at the cutting edge of the field, with recent experience that includes leading the development of the current edition of the National Climate Assessment, cochairing a work group for the National Adaptation Forum, developing a framework for census tract-level vulnerability assessments, and working directly with Commerce and several of Lake Forest Park’s peer jurisdictions on climate element guidance development and pilot programs.

We've introduced our core team members below, including several team members currently working on Lake Forest Park's Comprehensive Plan Update and others who recently supported the City's Climate Action Plan Update. Every member of our core team has experience working on Climate Elements, and the team comes supported by a deep bench of staff with additional experience in climate resilience planning, equity, comprehensive planning, GIS, policy context, communications and engagement, and graphic design. We are happy to provide more information on request.



**Gretchen Muller | Cascadia | Project Manager:** Gretchen brings nearly two decades of experience managing community-driven sustainability projects—including recently overseeing the creation of guidelines for integrating climate into Comprehensive Plans with the Department of Commerce, overseeing Climate Elements for the cities of Lake Stevens and Kenmore, and leading a Climate Action Plan update for the City of Shoreline. Gretchen is certified in Open Standards coaching and has extensive experience facilitating stakeholder groups, including leading interagency coordination for the Seattle-Tacoma-Bellevue metropolitan area's regional EPA-directed Climate Action Plans.



**Alexandra Doty | Cascadia | Deputy Project Manager & Engagement Lead:** Alexandra brings over eight years of experience in environmental problem solving, stakeholder and community engagement, and facilitation of climate action and strategic planning projects. She has supported Climate Element development for Kenmore, Walla Walla, and Thurston County, and recently worked with Lake Forest Park to update its Climate Action Plan. Alexandra also supports engagement for a state-level interagency group developing a statewide Climate Resilience Strategy. Prior to joining Cascadia, Alexandra negotiated complex policy issues at the Puget Sound Partnership.



**Mike Chang | Cascadia | Vulnerability Assessment and Resilience Lead:** Mike is a national leader in equitable climate action who brings expertise in both climate resilience and engagement. Mike has led multiple recent climate planning projects focusing on integrating equity into all aspects of climate risk and resilience planning—including a multi-jurisdictional stakeholder group to prepare a Climate Resilience and Preparedness plan for the North Olympic Peninsula, Clallam County's Climate Action Plan and Climate Element, Seattle's Climate Vulnerability Assessment, an adaptation and resilience plan for Tacoma, a Climate Element for the City of Port Angeles, and a Climate & Health Plan for the Tulalip Tribes.



**Jenna Decker | Cascadia | Mitigation Strategy Lead:** Jenna supports climate action planning, emissions accounting, implementation planning, and sustainability projects across Cascadia's portfolio. With a focus on community co-design, she incorporates feedback from communities to ensure their priorities, needs, and concerns are reflected in their climate strategies and actions—and that proposed climate strategies address particularly vulnerable communities. She is supporting climate mitigation efforts for San Juan County, Gig Harbor, Spokane, and the University of Washington—and supported climate element guidance development for the Department of Commerce.



**Megan Lee | Cascadia | Equity and Policy Advisor:** Megan specializes in climate strategy development, vulnerability assessments, and equitable engagement. Her recent work includes climate action plan development for the cities of Lake Forest Park, Kenmore, Shoreline, Spokane, and Vancouver (WA)—and has led vulnerability assessments and resilience efforts for Seattle, Issaquah, the Tulalip Tribes, and the North Olympic Development Council. She has also supported a range of community development, capacity building, and environmental equity initiatives for King County's Communities of Opportunity program, the Puget Sound Partnership, and the King Conservation District.



**Cristina Haworth, AICP | SCJ Alliance | Comprehensive Plan Integration Lead:** Cristina helps communities manage growth and change through integrated planning and zoning initiatives at citywide, subarea, district, and neighborhood scales—including recently for Lake Forest Park, through its Comprehensive Plan update. She is well versed in applicable land use and development law, including Washington's Growth Management Act and State Environmental Policy Act, and regional planning frameworks such as Puget Sound Regional Council's Vision 2050.





**Reese McMichael | SCJ Alliance | Analyst & Writer:** Reese is a planner and urban designer focused on collaborating with communities to design attractive and functional spaces. Reese has experience working with public stakeholders and elected officials and engaging in current planning and long-range planning projects—including supporting Comprehensive Plan updates for Lake Forest Park and Woodinville. He is proficient in virtual and in-person outreach techniques, with a focus on centering equity and engaging underserved and underrepresented communities.



**Aaron Gooze | Fehr & Peers | VMT Advisor and Strategy Lead:** Aaron has 16 years of experience in the transportation industry and has led studies focused on electric fleet conversions, GHG emissions and VMT modeling, ridership forecasting, and electric supply equipment prioritization. He supports local and regional agencies including the Seattle Department of Transportation, Sound Transit, Port of Tacoma, and King County Metro in their efforts to operate more efficiently and with lighter environmental footprints.

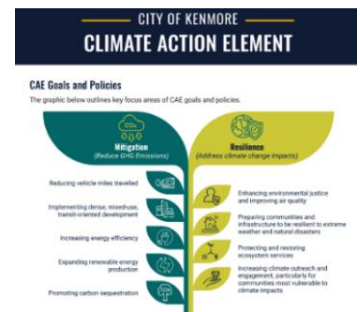


**Jessica Brackin | Fehr & Peers | VMT Analyst:** Jessica recently joined Fehr & Peers after serving as the City of Pasco’s Development Services Lead, where she led long-range planning projects with a focus on transportation. She has extensive experience coordinating current development projects with long-range plans to advance transportation services and meet community needs. Jessica is currently the project manager for the City of Lake Forest Park’s Comprehensive Plan Transportation Element update.

## Recent Relevant Experience

The following selection of projects demonstrate our depth of experience not just delivering climate elements and climate action plans, but also working behind the scenes at the state and regional levels to help structure and pilot this statewide program and develop broad climate action planning frameworks. We can provide further documentation of our relevant experience, including additional project descriptions and work samples, on request.

**GHG Emissions Analysis, Climate Action Plan, and Climate Element | City of Kenmore, WA | 2019-2022; 2023:** Cascadia initially worked with the City of Kenmore to conduct a baseline communitywide and government operations GHG emissions inventory as an important first step in their climate action planning process. Building on that foundational effort, Cascadia developed Kenmore’s first Climate Action Plan. We forecasted emissions data and reviewed peer city targets to outline short- and long-term emissions reductions goals and strategies for emissions reduction. Finally, this past year our team worked with the City again—drawing on our previous work—to develop a Climate Element to be included in their 2024 Comprehensive Plan update.



**Lake Forest Park Climate Action Plan Refinement | City of Lake Forest Park, WA | Cascadia | 2023:** Cascadia recently led the review and refinement of Lake Forest Park’s Climate Action Plan (CAP). Our team conducted an in-depth editorial and equity review of the CAP and developed and enhanced existing graphics. Through this CAP refinement, Cascadia delivered a high-quality, equity-centered, and graphically rich CAP that is in the process of being adopted by the City.

**Comprehensive Plan Update | City of Lake Forest Park, WA | 2023-Present:** SCJ is leading the update of Lake Forest Park’s Comprehensive Plan—ensuring consistency with new Growth Management Act requirements, Puget Sound Regional Council’s Multicounty Planning Policies, and King County’s Countywide Planning Policies. Fehr & Peers is leading the update of the Transportation Element. The team’s work has included consideration of new housing requirements and middle housing, addressing equity (including displacement risk and disinvestment), and overhauling goal and policy language throughout the Plan. SCJ and Fehr & Peers have also been pre-planning to support the City’s adoption of a Climate Action Plan and the integration of the Climate Element into the updated Comprehensive Plan.

**Comprehensive Plan Climate Integration | City of Auburn, WA | 2022-2023:** Cascadia recently led the climate, equity, and displacement component of Auburn’s Comprehensive Plan Update—focusing on boosting local resilience to climate vulnerabilities, with an emphasis on protecting frontline communities from climate impacts. We began by reviewing the current Comprehensive Plan and other related City policies to identify potential gaps and key opportunities to address climate change, equity, and displacement. Building on that work, Cascadia proposed strategies using a multi-criteria analysis—evaluating them for impact, cost and feasibility, community support, equity effects, and opportunity for co-benefits—to ultimately develop a Climate Element that is cohesive, equitable, and ensures the greatest outcomes for the most vulnerable members of the Auburn community.

**Climate Element Pilot Program | WA Department of Commerce | 2022-2023:** Cascadia led a pilot program with the Department of Commerce to develop and test guidance and tools to assist local governments in integrating climate change into their comprehensive plans. We coordinated direct assistance to several communities—including Pullman, Port Angeles, and Woodland—to implement the draft Climate Change Element and evaluated the effectiveness of the current program. This pilot served as an essential test run of the draft guidance and will help Commerce optimize available tools to ensure their usefulness and effectiveness as well as build relationships between Commerce and local jurisdictions as they provide feedback on the pilot.

**Climate Planning Policy Development | King County – Cities Climate Collaboration (K4C) | 2022-2023:** Cascadia worked with a coalition of King County cities to build model climate and sustainability policies for use in Comprehensive Planning. We synthesized and reviewed climate related policies in cities across the County to determine how often we saw certain priority policies and identify others that are missing. Building on this thorough review and analysis of these policies, we developed a set of guidelines and prioritized model policies to align cities across the county and beyond as they develop Climate Elements for their Comprehensive Plans. We’ve since developed climate elements for several King County jurisdictions including Auburn, Issaquah, Kenmore, Federal Way, Renton, and Woodinville.

**Climate Resilience Assessment & Plan; Comprehensive Plan Climate Integration | Kitsap County, WA | 2019-Present:** Cascadia led the development of Kitsap County’s first assessment of climate impacts and resilience which included analysis of localized climate threats from fire, hydrologic changes, extreme heat, and other potential climate-driven changes and their impact on government operations, the community, and the environment. We are now building on that foundation to update the County’s Comprehensive Plan by leading the climate, equity, and displacement component—focusing on boosting resilience for frontline communities. We are assessing proposed strategies using a multi-criteria analysis—evaluating impact, cost and feasibility, community support, equity impacts, and co-benefits—to ultimately develop a Comprehensive Plan that is cohesive, climate-smart, and focused on equity and resilience.

**Climate Resiliency Plan; Climate Element | Port Angeles, WA | 2020-Present:** Cascadia has led a climate risk assessment, public engagement process, and development of a Climate Resiliency Plan for the City of Port Angeles. Building on that work, Cascadia is now developing a Climate Element to be included in their 2024 Comprehensive Plan update. Our involvement at every stage of this planning work has given us unique insight into how strong foundational work—like vulnerability assessments—is key to developing on-the-ground strategies that work, including providing municipal staff with the tools and resources necessary to implement plans.



**CAP, Sustainability Communications, Climate Resilience Study, CAP Update | City of Shoreline, WA | 2012-2013, 2017-2018, 2019-2020, 2021-2023:** For the past decade, Cascadia has supported virtually all the City of Shoreline’s climate planning and communications efforts. Our work with Shoreline began in 2012, when the City contracted with Cascadia to assist Council members, staff, and stakeholders in preparing its first citywide greenhouse gas inventory and Climate Action Plan. Cascadia led all aspects of the planning process—including facilitation, public engagement, emissions baselining, research, analysis, and prioritization of strategies—and delivered a plan that identified climate action objectives, major emissions sources, key reduction strategies, and City and community roles. We have since supported public communications related to climate change and updated the City’s Climate Action Plan.



**Interagency Agreement with**

**City of Lake Forest Park**

**through**

**Growth Management Services**

**Contract Number:  
24-63610-213**

**For**

**2023-2025 Climate Planning Grant**

**Dated:** Date of Execution



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Section 8, Item A.

## Face Sheet

Contract Number: 24-63610-213

**Local Government Division  
Growth Management Services  
2023-2025 Climate Planning Grant**

|  |  |  |   |
|--|--|--|---|
| <b>1. Contractor</b><br>City of Lake Forest Park<br>17425 Ballinger Way NE<br>Lake Forest Park, WA 98155   |  | <b>2. Contractor Doing Business As (as applicable)</b><br>N/A  |   |
| <b>3. Contractor Representative</b><br>Mark Hofman<br>Community Development Director<br>206-957-2824<br><a href="mailto:mhofman@cityoflfp.gov">mhofman@cityoflfp.gov</a>   |  | <b>4. COMMERCE Representative</b><br>Noelle Madera<br>Climate Operations Team Lead<br>509-818-1040<br><a href="mailto:noelle.madera@commerce.wa.gov">noelle.madera@commerce.wa.gov</a> |   |
| <b>5. Contract Amount</b><br>\$500,000   | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> |  | <b>7. Start Date</b><br>Date of Execution |
| <b>9. Federal Funds (as applicable)</b><br>N/A   |  | <b>8. End Date</b><br>June 30, 2025  |   |
| <b>9. Federal Funds (as applicable)</b><br>N/A   |  | <b>Federal Agency:</b><br>N/A  |   |
| <b>10. Tax ID #</b><br>N/A   |  | <b>12. UBI #</b><br>601-140-623  |   |
| <b>11. SWV #</b><br>0018019-00   |  | <b>13. UEI #</b><br>N/A  |   |
| <b>14. Contract Purpose</b><br>For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.   |  |  |   |
| COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget. |  |  |   |
| Signature Block on next page   |  |  |   |



| FOR CONTRACTOR  | FOR COMMERCE  |
|---|---|
| <p>DocuSigned by:<br/><i>Thomas French</i><br/>ECD7F4DA159B45B...</p>   | <p>DocuSigned by:<br/><i>Mark Barkley</i><br/>80312B04865C458...</p>                          |
| <p>Thomas French, Mayor<br/>City of Lake Forest Park</p>                | <p>Mark K. Barkley, Assistant Director<br/>Local Government Division</p>                      |
| <p>4/12/2024   9:39 AM PDT</p>  | <p>4/15/2024   8:24 AM PDT</p>  |
| <p>Date</p>   | <p>Date</p>   |
| <p>DocuSigned by:<br/><i>Kim Adams Pratt</i><br/>354B85D4534040C...</p> |   |
| <p>Kim Adams Pratt, City Attorney</p>                                   | <p><b>APPROVED AS TO FORM ONLY<br/>BY ASSISTANT ATTORNEY GENERAL<br/>APPROVAL ON FILE</b></p> |
| <p>4/9/2024   9:08 AM PDT</p>   |   |
| <p>Date</p>   |   |
| <p>DocuSigned by:<br/><i>Matthew McLean</i><br/>5ADD00B73B06458...</p>  |   |
| <p>Matthew McLean, City Clerk</p>                                       |   |
| <p>4/12/2024   9:40 AM PDT</p>  |   |
| <p>Date</p>   |   |

## Special Terms and Conditions

### 1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### 2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### 3. COMPENSATION

COMMERCE shall pay an amount not to exceed **five hundred thousand dollars (\$500,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

### 4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-213. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

#### Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.



Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING**

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.



The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit).

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).”

## 7. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

## 8. **LICENSE TO USE MATERIALS**

Notwithstanding any other terms of this Contract, Contractor hereby reserves and COMMERCE hereby grants to Contractor a non-exclusive, worldwide license to use, reproduce, publish, distribute, adapt, modify, publicly display, and make derivative works from any and all Materials developed pursuant to this Contract.

## 9. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## 10. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract 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.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
  - B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
  - C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 6. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## 7. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.



**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Attachment A: Scope of Work

### Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element

| <b>Section Steps, Tasks, and Deliverables</b> | <b>Description</b>  | <b>End Date</b>          |
|---|---|--------------------------|
| <b>Section 2: Climate Policy Creation</b>     | <b>Initiate Project</b>   | <b>03/2024 – 04/2024</b> |
| Task 2.1                                      | Form Climate Policy Advisory Team   |                          |
| Task 2.2                                      | Establish engagement strategy that supports environmental justice<br><i>Review Comprehensive Plan PPP and revise as needed</i>  |                          |
| <b>Deliverable 1</b>                          | <b>In-Progress Climate Element Workbook</b><br><i>Sections 2.1, 2.2 completed</i>   | <b>04/31/2024</b>        |
| <b>Resilience Sub-Element Sec. 3, Step 1</b>  | <b>Explore Climate Impacts</b>  | <b>03/2024 – 04/2024</b> |
| Task 3.1.1                                    | Identify community assets, including environmental assets and environmental system benefits for climate impacts and resiliency.   |                          |
| Task 3.1.2                                    | Explore hazards and changes in the climate<br><i>Use UW's Climate Mapping for a Resilient Washington webtool, NOAA's Climate Resilience Toolkit, NOAA's Climate Mapping for Resilience and Adaptation tool, and WA DOC's climate website resources.</i> |                          |
| Task 3.1.3                                    | Pair assets and hazards and describe exposure and consequences  |                          |
| Task 3.1.4                                    | Identify priority climate hazards.<br><i>Consider environmental justice</i>   |                          |
| <b>Deliverable 2</b>                          | <b>In-Progress Climate Element Workbook</b><br><i>Sections S3 Task 1.1, S3 Task 1.2, S3 Task 1.3, and S3 Task 1.4 completed</i>   | <b>04/31/2024</b>        |

|  |  |                          |
|--|--|--------------------------|
| <b>Resilience Sub-Element<br/>Sec. 3, Step 2</b> | <b>Audit Plans &amp; Policies</b>  | <b>03/24 – 05/24</b>     |
| Task 3.2.1                                       | Review existing plans for climate gaps and opportunities, including environmental assets and environmental system benefits for climate impacts and resiliency.<br><i>Review Comprehensive Plan, Climate Action Plan, Town Center Plan, and Southern Gateway Subarea Plan</i> |                          |
| Task 3.2.2                                       | Determine next step; for each climate hazard identified in Task 3.1.4, complete Climate Workbook questionnaire<br><i>Anticipate need to proceed to Step 3</i>  |                          |
| <b>Deliverable 3</b>                             | <b>In-Progress Climate Element Workbook</b><br><i>Sections S3 Task 2.1 and S3 Task 2.2 completed</i>   | <b>05/15/2024</b>        |
| <b>Resilience Sub-Element<br/>Sec. 3, Step 3</b> | <b>Assess Vulnerability &amp; Risk</b>   | <b>05/2024 – 09/2024</b> |
| Task 3.3.1                                       | Assess sensitivity of community assets, including environmental assets and environmental system benefits for climate impacts and resiliency.<br><i>Select appropriate indicators and develop assessment rules, including composites for multiple indicators</i>              |                          |
| Task 3.3.2                                       | Assess adaptive capacity of community assets.<br><i>Select appropriate indicators and develop assessment rules, including composites for multiple indicators</i>   |                          |
| Task 3.3.3                                       | Characterize vulnerability of community assets<br><i>Establish composite, qualitative rating using sensitivity and adaptive capacity ratings</i>   |                          |
| Task 3.3.4                                       | Characterize risk of community assets<br><i>For med/high vulnerability assets</i>  |                          |
| Task 3.3.5                                       | Decide course of action<br><i>Meet with partners, stakeholders, and decision makers to accept risk or take action</i>  |                          |

|  |  |                          |
|--|--|--------------------------|
| <b>Deliverable 4</b>                           | <b>In-Progress Climate Element Workbook</b><br><i>Sections S3 Tasks 3.1-3.3 and S3 Tasks 3.4-3.5 completed; documentation of applicable indicators/rules explained clearly</i> | <b>09/15/2024</b>        |
| <b>Resilience Sub-Element Sec. 3, Step 4</b>   | <b>Pursue Pathways</b>   | <b>08/2024 – 10/2024</b> |
| Task 3.4.1                                     | Adapt/expand existing goals where possible and develop new goals where needed  |                          |
| Task 3.4.2                                     | Adapt/expand existing policies where possible and develop new policies where needed  |                          |
| Task 3.4.3                                     | Identify policy co-benefits  |                          |
| <b>Deliverable 5</b>                           | <b>In-Progress Climate Element Workbook</b><br><i>Section S3 Tasks 4.1-4.3 completed</i>   | <b>10/15/2024</b>        |
| <b>Resilience Sub-Element Sec. 3, Step 5</b>   | <b>Integrate Goals &amp; Policies</b>  | <b>08/2024 – 03/2025</b> |
| Task 3.5.1                                     | Review and finalize resilience goals and policies  |                          |
| Task 3.5.2                                     | Consult with partners and stakeholders   |                          |
| <b>Deliverable 6</b>                           | <b>Completed Climate Element Workbook</b><br><i>Section S3 Step 5 completed</i>  | <b>03/31/2025</b>        |
| <b>GHG Sub-Element Sec. 4, Step 1</b>          | <b>Gather Local GHG Emission and Planning Data</b>   | <b>03/2024 – 01/2025</b> |
| Task 4.1.1                                     | Obtain data from comprehensive plan update team  |                          |
| <b>GHG Sub-Element Sec. 4, Steps 2 &amp; 3</b> | <b>Inventory and Estimate Greenhouse Gas Emissions</b>   | <b>03/2024 – 01/2025</b> |
| Task 4.2.1                                     | Complete “Questions to guide a Greenhouse Gas Emissions Estimate”  |                          |
| Task 4.3.1                                     | Collect and evaluate current data from likely GHG emission sources   |                          |
| Task 4.3.2                                     | Acquire relevant VMT data  |                          |

|   |  |                          |
|---|--|--------------------------|
| Task 4.3.3                              | Develop baseline data for current VMT and associated GHG emissions   |                          |
| Task 4.3.4                              | Travel market assessment   |                          |
| <b>Deliverable 7</b>                    | <b>In-Progress Greenhouse Gas Emissions Reduction Worksheet</b><br><i>Emissions Source, Value/Percentage, Statewide Percentage, and Rank columns completed</i> | <b>01/15/2025</b>        |
| <b>Deliverable 8</b>                    | <b>VMT Study</b>   | <b>01/15/2025</b>        |
| <b>GHG Sub-Element Sec. 4, Step 4</b>   | <b>Emission Reduction Targets</b>  | <b>01/25 – 02/2025</b>   |
| Task 4.4.1                              | Consult with partners, stakeholders, and decision makers   |                          |
| Task 4.4.2                              | Set initial emission reduction targets for each GHG emission source  |                          |
| Task 4.4.3                              | Set VMT reduction targets  |                          |
| <b>Deliverable 9</b>                    | <b>Completed Greenhouse Gas Emissions Reduction Worksheet</b><br><i>Initial GHG Emission Reduction Targets completed</i>                                       | <b>02/15/2025</b>        |
| <b>GHG Sub-Element Sec. 4, Step 5</b>   | <b>Develop Goals and Policies</b>  | <b>02/25 – 03/25</b>     |
| Task 4.5.1                              | Select GHG emission reduction measures; incorporate VMT reduction targets  |                          |
| Task 4.5.2                              | Identify monitoring plan and reporting mechanism   |                          |
| <b>Deliverable 10</b>                   | <b>Draft Goals &amp; Policies</b>  | <b>03/31/2025</b>        |
| <b>Review and Adoption</b>              | <b>Public Review and Decision Process</b>  | <b>03/2025 – 06/2025</b> |
| Task 5                                  | Planning Commission and City Council Meetings  | 03/2025 – 06/2025        |
| <b>Final Deliverable Deliverable 11</b> | <b>Final Review Draft of Climate Element with Resilience and Greenhouse Gas Emissions goals and policies</b>   | <b>06/30/2025</b>        |

## Attachment B: Budget

| <b>Deliverables</b>   |   | <b>Commerce Funds</b> |
|-----------------------|---|-----------------------|
| 1                     | In-Progress Climate Element Workbook<br><i>Sections 2.1, 2.1 completed</i>  | \$10,000              |
| 2                     | In-Progress Climate Element Workbook<br><i>Sections S3 Task 1.1, S3 Task 1.2, S3 Task 1.3, and S3 Task 1.4 completed</i>                    | \$20,000              |
| 3                     | In-Progress Climate Element Workbook<br><i>Sections S3 Task 2.1 and S3 Task 2.2 completed</i>   | \$20,000              |
| 4                     | In-Progress Climate Element Workbook<br><i>Sections S3 Tasks 3.1-3.3 and S3 Tasks 3.4-3.5 completed</i>                                     | \$30,000              |
| 5                     | In-Progress Climate Element Workbook<br><i>Section S3 Tasks 4.1-4.3 completed</i>   | \$50,000              |
| 6                     | Completed Climate Element Workbook<br><i>Section S3 Step 5 completed</i>  | \$30,000              |
| 7                     | In-Progress GHG Emissions Reduction Worksheet<br><i>Emission Source, Value/Percentage, Statewide Percentage, and Rank columns completed</i> | \$60,000              |
| 8                     | VMT Study   | \$100,000             |
| 9                     | Completed GHG Emissions Reduction Worksheet<br><i>Initial GHG Emission Reduction Targets completed</i>                                      | \$20,000              |
| 10                    | Draft Goals and Policies  | \$60,000              |
| 11                    | FINAL: Review Draft of Climate Element with Resilience and GHG Emissions Goals & Policies   | \$100,000             |
| <b>Contract Total</b> |   | <b>\$500,000</b>      |





Sledge Seattle LLC was selected after a public bidding process launched on July 2, 2024. The contractor will handle building deconstruction, salvage, and hazardous materials abatement. The work must be completed within 60 days from the Notice to Proceed.

**Fiscal & Policy Implications**

The contract for \$277,056 is budgeted and covered by the RCO grant, but there is a potential cost increase depending on unforeseen conditions.

**Alternatives**

| <i>Options</i>  | <i>Results</i>  |
|---|---|
| <ul style="list-style-type: none"><li>• Approve the resolution</li></ul>    | Staff will work with contractor on scheduling the demolition  |
| <ul style="list-style-type: none"><li>• Disapprove the resolution</li></ul> | Staff will have to prepare another bidding process delaying the work needed and be out of compliance with RCO |

**Staff Recommendation**

Adopt Resolution 24-1964 authorizing the Mayor to sign the contract with Sledge Seattle, LLC.

**RESOLUTION NO. 24-1964**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT BETWEEN SLEDGE SEATTLE, LLC AND THE CITY OF LAKE FOREST PARK FOR EARLY WORKS DEMOLITION SERVICES FOR THE LAKEFRONT PARK IMPROVEMENTS**

---

**WHEREAS**, promoting community vitality and a healthy environment are goals of the Lake Forest Park City Council's Strategic Plan; and

**WHEREAS**, adding public water access for residents is a top priority of the City's Parks, Recreation, Open Space, & Trails Plan; and

**WHEREAS**, the City acquired real property November 30, 2021 located at 17345 & 17347 Beach Dr. NE (KC Parcel No. 4030100040 and 4030100035) ("Lake Front property") for future use as a public park and open space with recreation elements, access to the water, indoor and outdoor community gathering spaces, with expansion and enhancements of the Lyon Creek Waterfront Preserve; and

**WHEREAS**, as part of the of the continued design and RCO grant funding used to purchase the Lake Front property, the City has a need for some early work demolition services and have found that Sledge Seattle, LLC is qualified and experienced for the demolition service; and

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

Section 1. AGREEMENT APPROVAL. The City Council of the City of Lake Forest Park hereby authorizes the Mayor to sign the services agreement for early works demolition services with Sledge Seattle, LLC for the Lakefront Park Improvements 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 12th day of September 2024.

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Matthew McLean

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1964

**CITY OF LAKE FOREST PARK  
PURCHASED SERVICES AGREEMENT**

**Agreement Title: Lakefront Property – Early Works Demolition Services**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Sledge Seattle, LLC** (the "Vendor"), is dated the last date signed below.

Vendor Business: **Sledge Seattle, LLC**

Vendor Address: 914 164<sup>th</sup> St SE, B12 #203, Mill Creek, WA 98012

Vendor Phone: 206-747-6919

Contact Name James Barger, Owner

Vendor e-mail: [Jim.KBSeattle@gmail.com](mailto:Jim.KBSeattle@gmail.com)

Federal Employee ID No.: 82-2887104

Authorized City Representative for this contract: Cory Roche, Environmental and Sustainability Specialist

**WHEREAS**, the City seeks a skilled contractor to provide building deconstruction, and associated salvage, and hazardous materials abatement for six former residential structures located at the Lakefront Park Property at 17345 & 17347 Beach Drive NE; and

**WHEREAS**, the City publicly advertised a Request for Proposals (RFP) on July 25, 2024 and received the Vendor’s proposal in response to this RFP on August 15, 2024; and

**WHEREAS**, City staff have evaluated the proposal and determined that the Vendor’s proposal meets the minimum qualifications criteria specified in the RFP and represents the lowest-cost, responsive offer to complete the required inspections;

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

**1. Employment of Vendor.** The City retains the Vendor to provide the services described in Exhibit A incorporated herein, for the Lakefront Property – Early Works Demolition 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 Vendor 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 Ben Pearson ([Ben@SledgeSea.com](mailto:Ben@SledgeSea.com)). 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 60 working days after the dated notice to proceed, unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Vendor 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 Vendor for the Work in Exhibit A, including all services and expenses, shall not exceed two hundred seventy-seven thousand nine hundred fifty-six dollars (\$277,956.00) as shown on Exhibit A, which shall be full compensation for the Exhibit A Work. Vendor shall invoice the City monthly on the basis of the portion of the Work completed each month by the Vendor and subcontractors.

B. Vendor shall be paid in such amounts and in such manner as described in Exhibit A.

C. Vendor 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, Vendor shall lodge within the corporate limits of City.

**3. Request for Payment.**

A. Not more than once every thirty days the Vendor shall send electronically to Cory Roche, Environmental and Sustainability Specialist, [CRoche@cityofLFP.gov](mailto:CRoche@cityofLFP.gov) and [ap@cityofLFP.gov](mailto:ap@cityofLFP.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 Vendor shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Vendor, at its expense, shall expeditiously correct such unacceptable work. If Vendor 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 Vendor'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 Vendor ("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 Vendor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Vendor's material breach, the Vendor 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 Vendor actual notice in a timely manner.

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

**7. Indemnification.** The Vendor 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 Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement 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 Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor'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 Agreement.

Vendor shall ensure that each subcontractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Vendor pursuant to this paragraph.

**8. Insurance.**

**A. Insurance Term**

The Vendor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Vendor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

**B. No Limitation**

The Vendor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**C. Minimum Scope of Insurance**

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

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.
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, independent Vendors, products-completed operations, stop gap liability, 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 Vendor'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.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

The Vendor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. City Full Availability of Vendor Limits

If the Vendor 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 Vendor, irrespective of whether such limits maintained by the Vendor 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 Vendor.

F. Other Insurance Provision

The Vendor's Automobile Liability and Commercial General Liability 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 Vendor's insurance and shall not contribute with it.

G. Acceptability of Insurers

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

H. Verification of Coverage

The Vendor 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 insurance requirements of the Vendor before commencement of the work. Upon request by the City, the Vendor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance

The Vendor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Vendor-provided insurance as set forth herein, except the Vendor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Vendor shall ensure that the City is an additional insured on each and every 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.

J. Notice of Cancellation

The Vendor 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.



K. Failure to Maintain Insurance

Failure on the part of the Vendor 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 Vendor 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 Vendor from the City.

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

**10. Employment.** The Vendor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Vendor, 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 Vendor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Vendor's records and documents with respect to all matters covered by this Agreement.

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

**13. Compliance with Federal, State and Local Laws.** Vendor 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 Vendor 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; Exhibit A; and the attached and incorporated Exhibit B, which includes terms for wage rates, general conditions, general requirements, existing conditions, earthwork, and exterior improvements, comprise 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 Vendor.

**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: Cory Roche, Environmental and Sustainability Specialist  
Community Development Department  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

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

Sledge Seattle, LLC  
914 164<sup>th</sup> St SE, B12 #203  
Mill Creek, WA 98012

**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 Vendor have executed this Agreement as of the date first above written

|   |  |
|---|--|
| <p><b>CITY OF LAKE FOREST PARK<br/>WASHINGTON</b></p> <p>By: _____<br/>Tom French, Mayor</p> <p>_____</p> <p>Date</p> | <p><b>VENDOR:</b></p> <hr/> <p><b>Sledge Seattle, LLC</b></p> <p>By: _____</p> <p>_____</p> <p>(Typed/Printed Name)</p> <p>Its _____</p> <p>(Title)</p> <p>Date: _____</p> |
| <p>ATTEST:</p> <p>_____</p> <p>Matthew McLean, City Clerk</p> <p>Date: _____</p>                                      |  |
| <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kim Adams Pratt, City Attorney</p> <p>Date: _____</p>                     |  |



PROPOSAL FORM

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

| BID SCHEDULE   |                                      |                |              |                |                                   |
|--|--------------------------------------|----------------|--------------|----------------|-----------------------------------|
|  |                                      | CONTRACTOR BID |              |                |                                   |
| BID ITEM NO.   | DESCRIPTION                          | UNITS          | UNIT PRICE   | QUANTITY (QTY) | EXTENDED PRICE (UNIT PRICE x QTY) |
| 1  | MOBILIZATION AND GENERAL REQUIEMENTS | LS             | \$10,000.00  | 1              | \$10,000.00                       |
| 2  | EROSION AND SEDIMENT CONTROL         | LS             | \$6,000.00   | 1              | \$6,000.00                        |
| 3  | SITE UTILITY DISCONNECTION           | LS             | \$5,000.00   | 1              | \$5,000.00                        |
| 4  | BUILDING DECONSTRUCTION AND SALVAGE  | LS             | \$145,000.00 | 1              | \$145,000.00                      |
| 5  | HAZARDOUS MATERIALS ABATEMENT        | LS             | \$62,000.00  | 1              | \$62,000.00                       |
| 6  | CHAIN LINK FENCE AND GATES           | LS             | \$24,000.00  | 1              | \$24,000.00                       |
| <b>SUBTOTAL</b><br>(sum of EXTENDED PRICE amounts above)                                   |                                      |                |              |                | \$252,000.00                      |
| <b>10.3% WASHINGTON STATE RETAIL SALES TAX</b><br>(multiply 0.103 x SUBTOTAL amount above) |                                      |                |              |                | \$25,956.00                       |
| <b>TOTAL PRICE</b><br>(sum of SUBTOTAL and WA STATE RETAIL SALES TAX amounts above)        |                                      |                |              |                | \$277,956.00                      |

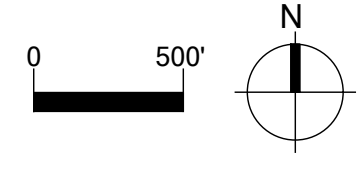
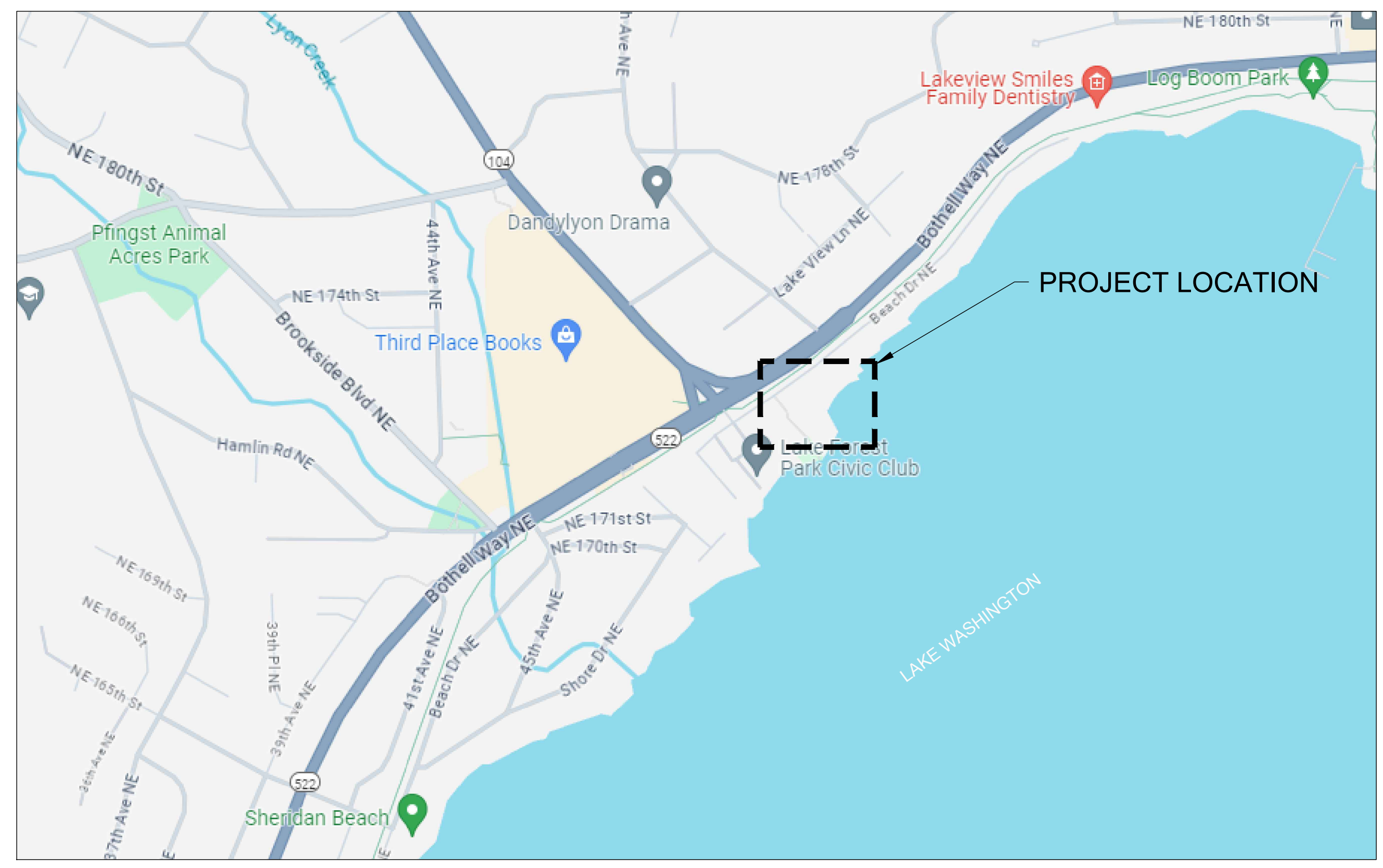
| UNIT KEY |          |
|----------|----------|
| LS       | Lump Sum |

LAKEFRONT PROPERTY – EARLY WORKS DEMOLITION  
 CITY OF LAKE FOREST PARK  
 JULY 2024

00 30 00 - 3  
 PROPOSAL FORM



VICINITY MAP



# LAKE FOREST PARK LAKEFRONT IMPROVEMENTS EARLY WORKS PACKAGE BID SET

**SITE DATA**

ADDRESS:  
LAKE FOREST PARK  
17345 & 17347 BEACH DR. NE  
LAKE FOREST PARK, WA 98155

PARCEL NUMBERS:  
403010-0035 AND 403010-0040

SITE AREA:  
403010-0035= 35,601.1 SF (0.82 AC)  
403010-0040= 48,111.5 SF (1.10 AC)

**SHEET INDEX**

| SHEET NO. | PLAN NO. | SHEET TITLE                             |
|-----------|----------|---|
| 1         | G01      | COVER SHEET                             |
| 2         | G02      | GENERAL NOTES                           |
| 3         | C01      | SITE & SALVAGE PLAN                     |
| 4         | C02      | TESC & DEMO PLAN                        |
| 5         | C03      | SITE PROTECTION & STABILIZATION DETAILS |

**PROJECT TEAM**

APPLICANT:  
CITY OF LAKE FOREST PARK  
17425 BALLINGER WAY NE  
LAKE FOREST PARK, WA  
CORY ROCHE, ENVIRONMENTAL &  
SUSTAINABILITY SPECIALIST  
PH: (206) 957-2814

PROJECT MANAGER:  
FACET  
750 6TH ST S  
KIRKLAND, WA 98083  
CONTACT: AMBER MIKLUSCAK, PLA, GISP  
PH: (425) 650-1332

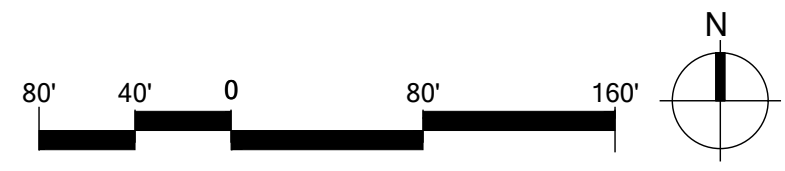
SURVEY:  
APS SURVEY & MAPPING  
13221 SE 26TH STREET, SUITE A  
BELLEVUE, WA 98005  
CONTACT: SAM WARD, PRINCIPAL SURVEYOR  
PH: (425) 746-3200

HAZMAT:  
EHS-INTERNATIONAL, INC.  
1011 SW KLUCKITAT WAY, SUITE 104  
SEATTLE, WA 98134  
CONTACT: FRED LUCK  
PH: (206) 306-1900

**COMMONLY USED SYMBOLS AND ABBREVIATIONS**

- VIEW TITLE** Scale: 1:1  
DETAIL TITLE BLOCK. NUMBER KEYS TO DETAIL BUG OR SECTION CUT VIEW NUMBER.
- DETAIL BUG**. NUMBER KEYS TO DETAIL TITLE BLOCK.
- SECTION CUT VIEW KEY**. NUMBER KEYS TO DETAIL TITLE BLOCK.
- NUMBER KEY CALLOUTS**. NUMBER IN SHEET LEGEND KEYS TO NUMBER ON CALLOUT. NUMBER KEY ONLY APPLIES TO ONE SHEET.
- NORTH ARROW**
- SCALE BAR (FEET)**

**PROJECT LOCATION**



FILE LOCATION: H:\PROJECTS\202303 - MARCH\2303.0384 - LAKE FOREST PARK LAKEFRONT IMPROVEMENTS\EARLY WORKS PACKAGE\DESIGN\G01-FP\_17 COVER.DWG - ORIGINAL SHEET SIZE: ARCH FULL BLEED (36.00 X 24.00 INCHES) - LAST MODIFIED BY: MKE HECK  
PRINCIPAL: ED PROJECT MANAGER: AM DESIGNED BY: MB DRAWN BY: MH CHECKED BY: KB

| NO. | DATE | BY | REVISION |
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|     |      |    |          |

**FACET**

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F: 425.827.8136  
www.facetnw.com

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Kirkland, WA 98033

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



**CALL 811  
2 BUSINESS DAYS  
BEFORE YOU DIG**  
(UNDERGROUND UTILITY LOCATIONS ARE APPROX.)

**LAKE FOREST PARK LAKEFRONT IMPROVEMENTS**  
17345 & 17347 BEACH DR NE  
LAKE FOREST PARK, WA 98155  
2303.0384.01

EARLY WORKS PACKAGE

COVER SHEET

DATE: 5/23/2024  
PLAN NUMBER:  
**G01**  
SHEET 1 OF 5





### GENERAL NOTES:

- ALL DEMOLITION, DECONSTRUCTION, AND SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATION AND DRAWINGS, WHICH REFERENCES WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION (WSDOT 2024) THE KING COUNTY SURFACE WATER DESIGN MANUAL 2021 (KCSWDM) AND THE CONDITIONS OF DEMOLITION PERMIT APPROVAL. IT SHALL BE THE SOLE RESPONSIBILITY OF THE APPLICANT AND THE PROJECT MANAGER TO CORRECT ANY ERROR, OMISSION, OR VARIATION FROM THE ABOVE REQUIREMENTS FOUND IN THESE PLANS. ALL CORRECTIONS SHALL BE AT NO ADDITIONAL COST OR LIABILITY TO THE CITY OF LAKE FOREST PARK.
- THE DESIGN ELEMENTS WITHIN THESE PLANS HAVE BEEN REVIEWED ACCORDING TO THE LAKE FOREST PARK DESIGN STANDARDS. SOME ELEMENTS MAY HAVE BEEN OVERLOOKED OR MISSED BY THE CITY OF LAKE FOREST PARK DEVELOPMENT REVIEW ENGINEER. ANY VARIANCE FROM ADOPTED STANDARDS IS NOT ALLOWED UNLESS SPECIFICALLY APPROVED BY THE CITY OF LAKE FOREST PARK PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, FLAGGERS, AND ANY OTHER NEEDED ACTIONS TO PROTECT THE LIFE, HEALTH, AND SAFETY OF THE PUBLIC, AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACTOR.
- UTILITIES AS SHOWN HEREON ARE BASED ON FIELD SURVEY OBSERVATION OF UTILITY LOCATE SERVICES PERFORMED BY APS SURVEY AND MAPPING IN JUNE OF 2023 FOR THIS SURVEY. UTILITIES OTHER THAN SHOWN MAY EXIST ON THE SITE. THE CONTRACTOR SHALL VERIFY EXISTING UTILITIES PRIOR TO START OF WORK.

### RECOMMENDED CONSTRUCTION SEQUENCE:

- PRE-CONSTRUCTION MEETING
- STAKE LIMITS OF WORK, INCLUDING LOCATIONS OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES, TREE PROTECTION FENCING, ETC.
- INSTALL TESC MEASURES AND TREE PROTECTION FENCING.
- PERFORM BUILDING HAZARDOUS MATERIALS ABATEMENT ACCORDING TO THE SPECIFICATIONS.
- DISCONNECT BUILDING UTILITIES FOR BUILDINGS 1-5 AND 9. CAP WITHIN EXISTING BUILDING FOOTPRINTS.
- REPAIR GARAGE DOOR ON BUILDING 7.
- PERFORM SALVAGE ON SPECIFIED ITEMS ACCORDING THE THE BUILDING DECONSTRUCTION SPECIFICATIONS. STORE SALVAGED ITEMS IN BUILDING 7 GARAGE.
- DE-CONSTRUCT BUILDINGS 1-5 AND 9.
- INSTALL CHAIN LINK SITE FENCING AND GATES ACCORDING TO THE PLANS AND SPECIFICATIONS.
- CLEAN UP AND DEMOBILIZE.

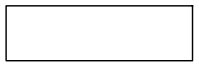

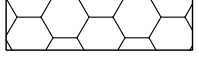
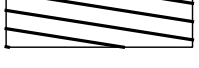



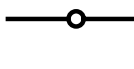
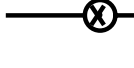
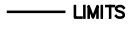
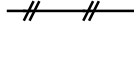



### ABBREVIATIONS:

- BM = BENCHMARK
- BP = BIOPLANTER
- BOTS = BOTTOM OF STAIR
- BOTW = TOP OF WALL
- CB = CATCH BASIN
- CL = CENTER LINE
- CONC = CONCRETE
- CW = CONCRETE WALK
- DBH = DIAMETER AT BREST HEIGHT
- DI = DUCTILE IRON
- GR = GRADE
- EL = ELEVATION
- EOP = EDGE OF PAVEMENT
- EX = EXISTING
- EG = EXISTING GRADE
- FF = FINISHED FLOOR
- FG = FINISHED GRADE
- FL = FLOWLINE
- IE = INVERT ELEVATION
- LSCAPE = LANDSCAPING
- LT = LEFT
- M.I.C. = MONUMENT IN CASE
- NO. = NUMBER
- PC = POINT OF CURVE
- PT = POINT OF TANGENT
- RT = RIGHT
- SD = STORM DRAIN
- STA = STATION
- STD = STANDARD
- TOC = TOP OF CURB
- TOP = TOP OF PAVEMENT
- TOPS = TOP OF STAIR
- TOPW = TOP OF WALL
- TYP = TYPICAL
- W/ = WITH
- WM = WATER MAIN

### DEMOLITION NOTES:

- SEE SPECIFICATIONS FOR BUILDING DECONSTRUCTION, SALVAGE, AND DEMOLITION.
- THERE SHALL BE NO GROUND DISTURBANCE. ALL BELOW GROUND UTILITIES SHALL BE ABANDONED AND PROTECTED IN PLACE.
- UTILITY SERVICE CONNECTIONS SHALL BE CUT, CAPPED, AND DEMOLISHED AND/OR ABANDONED **PER PLANS AND SPECIFICATIONS**. CONTRACTOR TO COORDINATE WITH THE CITY OF LAKE FOREST PARK, ASSOCIATED UTILITY DISTRICT, OR PURVEYOR AS REQUIRED PRIOR TO BEGINNING WORK REFER TO SPECIFICATION SECTION 02 41 13 SITE UTILITY REMOVAL.
- STRUCTURE DEMOLITION AND ASSOCIATED MATERIAL ABATEMENT SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATION SECTION 01-01-00 SUMMARY OF WORK.
- STRUCTURE DECONSTRUCTION AND ASSOCIATED MATERIAL ABATEMENT SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATION SECTION 02 42 93 BUILDING DECONSTRUCTION, AND SECTION 02 82 00 ASBESTOS ABATEMENT.

### LEGEND:

-  CONSTRUCTION ACCESS (EXISTING DRIVEWAY)
-  STOCKPILE AREA
-  STORAGE AREA
-  BUILDING REMOVAL
-  INLET PROTECTION
-  SILT FENCE
-  HIGH VISIBILITY FENCING
-  TREE PROTECTIVE FENCING
-  STRAW WATTLES
-  LIMITS OF CONSTRUCTION
-  REMOVE OVERHEAD POWER LINE
-  REMOVE TREE
-  EXISTING MINOR CONTOUR
-  EXISTING MAJOR CONTOUR

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PRINCIPAL: ED PROJECT MANAGER: AM DESIGNED BY: KB DRAWN BY: MH CHECKED BY: KB

| NO. | DATE | BY | REVISION |
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(UNDERGROUND UTILITY LOCATIONS ARE APPROX.)

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 17345 & 17347 BEACH DR NE  
 LAKE FOREST PARK, WA 98155  
 2303.0384.01

EARLY WORKS PACKAGE

GENERAL NOTES

DATE: 5/23/2024

PLAN NUMBER:

**G02**

SHEET 2 OF 5

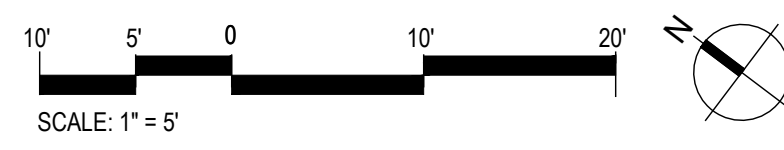


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PRINCIPAL: ED PROJECT MANAGER: AM DESIGNED BY: KB DRAWN BY: MH CHECKED BY: KB



**SITE AND SALVAGE KEY NOTES**

- 1 NEW 6" CHAINLINK FENCE WITH PRIVACY PANELS. SEE SPECIFICATIONS SECTION 32 31 13.
- 2 NEW LOCKING VEHICLE SWING GATES. SEE SPECIFICATIONS AND PROVIDE SHOP DRAWINGS.
- 3 PEDESTRIAN GATE WITH ONE-WAY EMERGENCY EXIT.
- 4 PROVIDE 3-FEET FOR EGRESS.
- 5 GARAGE DOOR.
- 6 FOLLOWING ABATEMENT AND SALVAGE, DECONSTRUCT BUILDINGS 1-5 AND 9, PER SPECIFICATIONS. DOWN TO FIRST FLOOR PLATFORM. PATCH ANY HOLES IN FLOOR SHEETING WITH PLYWOOD.
- 7 STOCKPILE AREA
- 8 STORAGE AREA

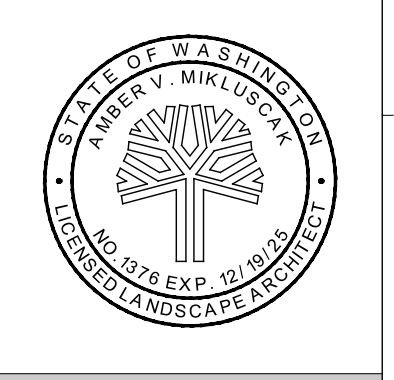


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FEDERAL WAY | KIRKLAND | MOUNT VERNON | SEATTLE | SPOKANE | WIDBEY ISLAND



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 LAKE FOREST PARK, WA 98155  
 2303.0384.01

EARLY WORKS PACKAGE

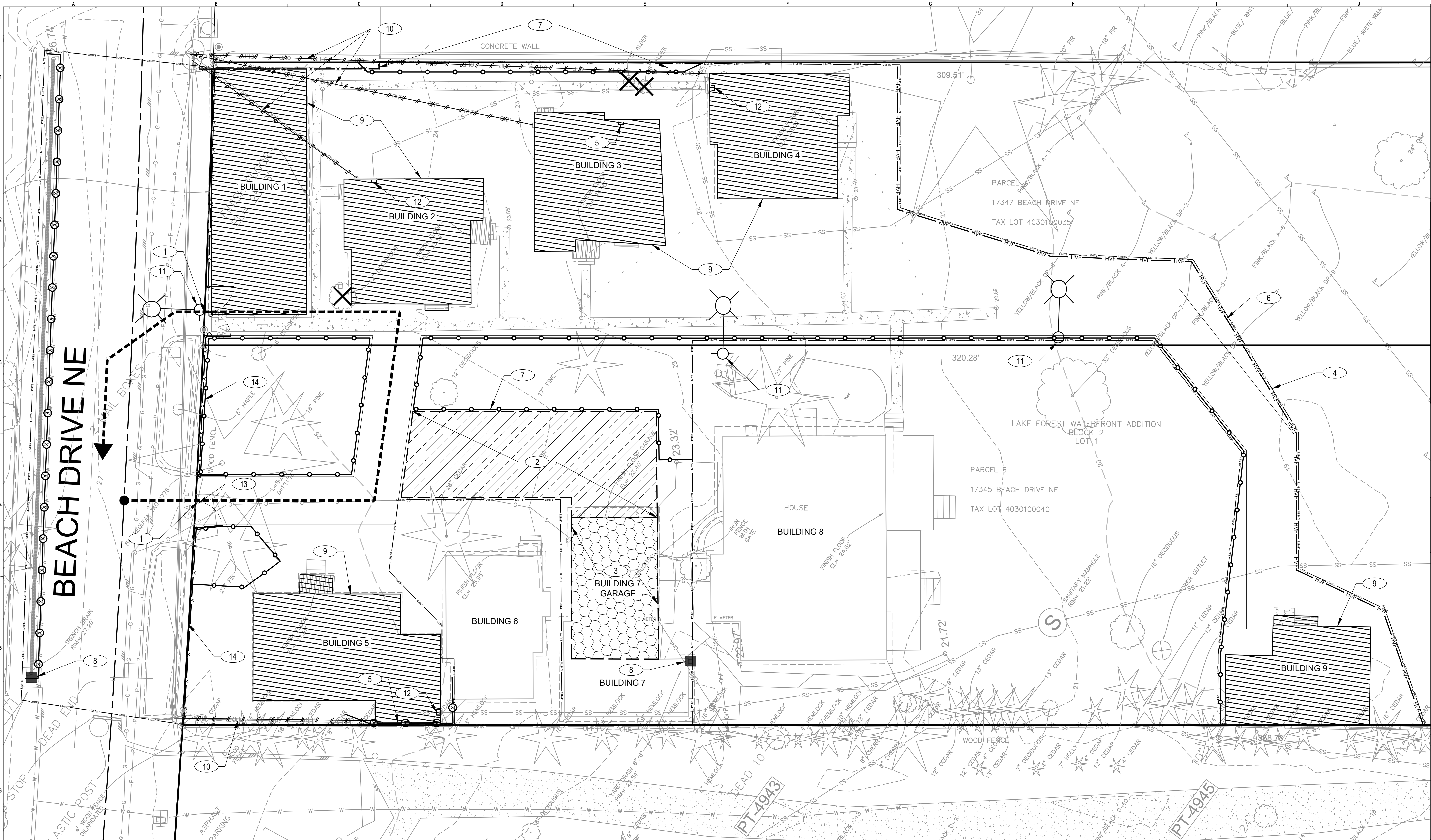
**SITE & SALVAGE  
PLAN**

DATE: 5/23/2024  
 PLAN NUMBER:  
**C01**  
 SHEET 3 OF 5

Section 8, Item B

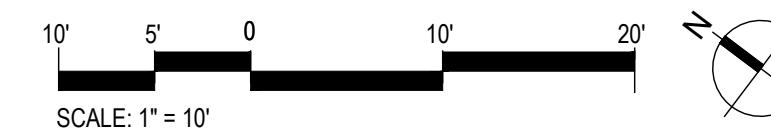


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 PRINCIPAL: ED PROJECT MANAGER: AM DESIGNED BY: MB DRAWN BY: MH CHECKED BY: KB



**TESC AND DEMOLITION KEY NOTES**

- |  |   |   |
|--|---|---|
| 1 SITE ENTRY AND EXIT.                                   | 8 INLET PROTECTION, TYP.  | 12 CAP SIDE SEWER WITHIN BUILDING. COORDINATE WITH LAKE FOREST PARK SEWER DISTRICT AS NEEDED. |
| 2 STOCKPILE AREA.  | 9 FOLLOWING ABATEMENT AND SALVAGE, DECONSTRUCT BUILDINGS 1-5 AND 9, PER SPECIFICATIONS, DOWN TO FIRST FLOOR PLATFORM. PATCH ANY HOLES IN FLOOR SHEETING WITH PLYWOOD. | 13 DEMO GATE AND GATE ARM OPERATORS AND ALL ASSOCIATED ABOVE GRADE ELECTRICAL.                |
| 3 STORAGE AREA.  | 10 COORDINATE REMOVAL OF OHP SERVICE WIRE AND METERS TO BUILDINGS 1-5.  | 14 DEMO FENCE, ALL FENCE POSTS AND ASSOCIATED FOOTINGS.                                       |
| 4 LIMITS OF WORK, TYP.                                   |   |   |
| 5 COIR LOG OR EQUIVALENT, TYP.                           |   |   |
| 6 HIGH VISIBILITY FENCE AND COIR LOG OR EQUIVALENT, TYP. |   |   |
| 7 TEMPORARY CONSTRUCTION FENCING, TYP.                   |   |   |

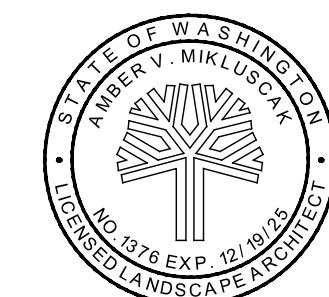


Know what's below.  
Call before you dig.

| NO. | DATE | BY | REVISION |
|-----|------|----|----------|
|     |      |    |          |

**FACET**

750 Sixth Street South  
 Kirkland, WA 98033



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 2 BUSINESS DAYS  
 BEFORE YOU DIG  
(UNDERGROUND UTILITY LOCATIONS ARE APPROX.)

**LAKE FOREST PARK LAKEFRONT IMPROVEMENTS**  
 17345 & 17347 BEACH DR NE  
 LAKE FOREST PARK, WA 98155  
 2303.0384.01

EARLY WORKS PACKAGE

TESC & DEMO PLAN

DATE: 5/23/2024

PLAN NUMBER:

**C02**

SHEET 4 OF 5

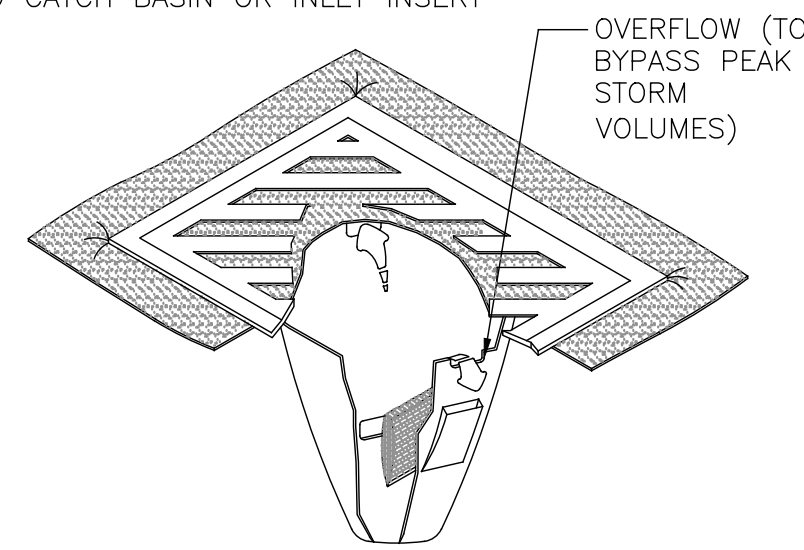
Section 8, Item B  
 BASE MAP TOPOGRAPHY PROVIDED BY OTHERS. DOWNSHEDS CANNOT BE HELD LIABLE FOR ACCURACY. CONTRACTORS SHALL FIELD VERIFY GRADES, UTILITIES, AND ALL OTHER EXISTING FEATURES AND CONDITIONS. IF CONDITIONS ARE NOT AS SHOWN AND/OR PLANS CANNOT BE CONSTRUCTED AS SHOWN, CONTACT DOWNSHEDS PRIOR TO CONSTRUCTION.



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 PRINCIPAL: ED PROJECT MANAGER: AM DRAWN BY: MH CHECKED BY: KB

### STORM DRAIN INLET (INSERT)

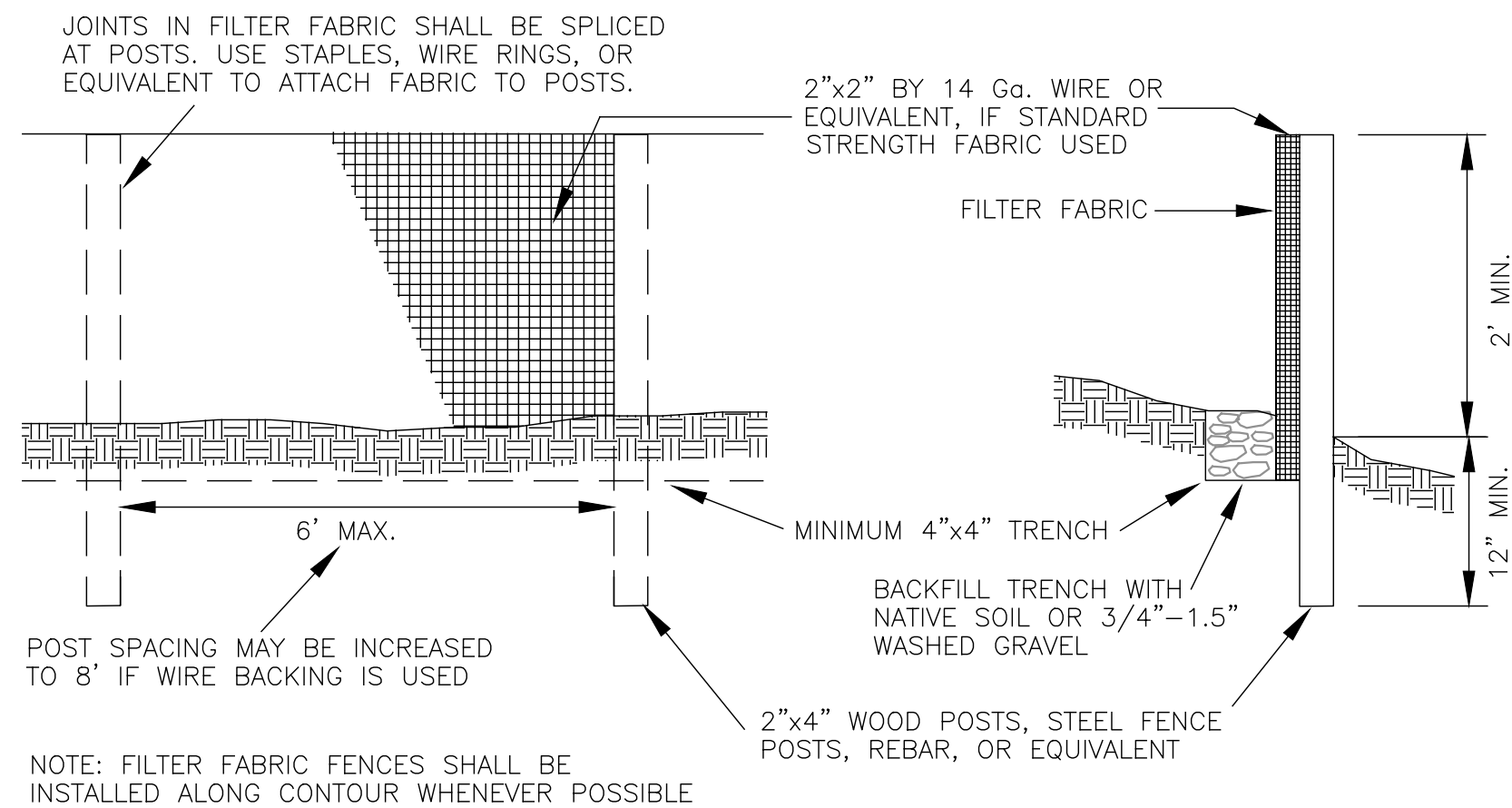
PRE-MANUFACTURED CATCH BASIN OR INLET INSERT



- NOTES:**
- STORM DRAIN INLETS NEED TO BE REMOVED AT THE END OF THE JOB.
  - STORM DRAIN INLETS ARE ONLY TO BE INSTALLED IN DRAINAGE DEVICES PER THE MANUFACTURER'S RECOMMENDATIONS. CATCH BASIN INSERTS ARE NOT TO BE INSTALLED IN CURB INLETS.
  - INSERTS SHALL BE INSPECTED AND MAINTAINED WHEN A 1/2 INCH RAIN ACCUMULATES WITHIN A 24 HOUR PERIOD. CLEAN AND/OR REPLACE INSERT WHEN HALF OF THE TRAP IS FILLED WITH SEDIMENTS.

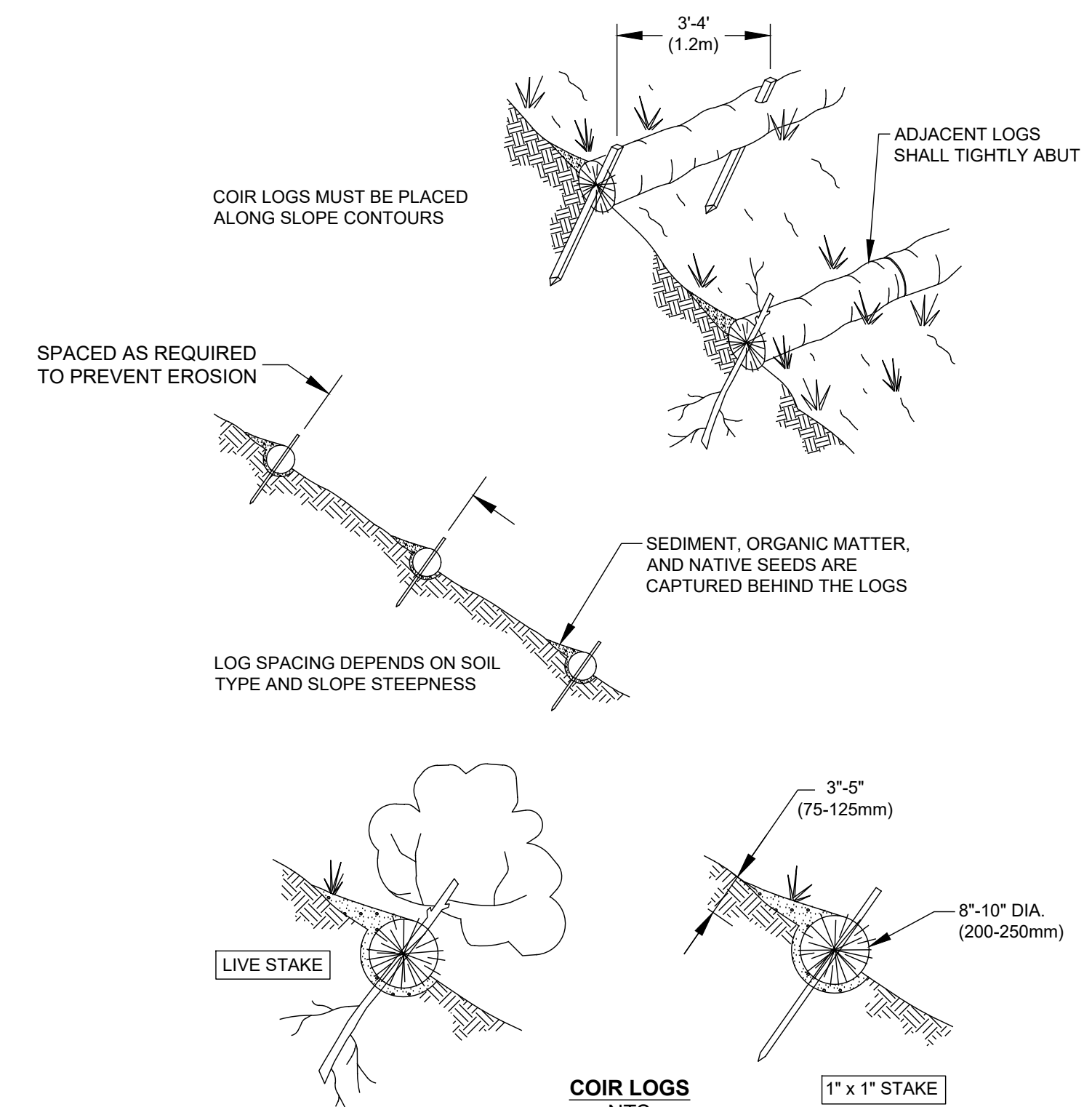
### 1 C02 STORM DRAIN INLET PROTECTION

NOT TO SCALE



### 2 C03 SILT FENCE

NOT TO SCALE



### 3 C03 COIR LOGS

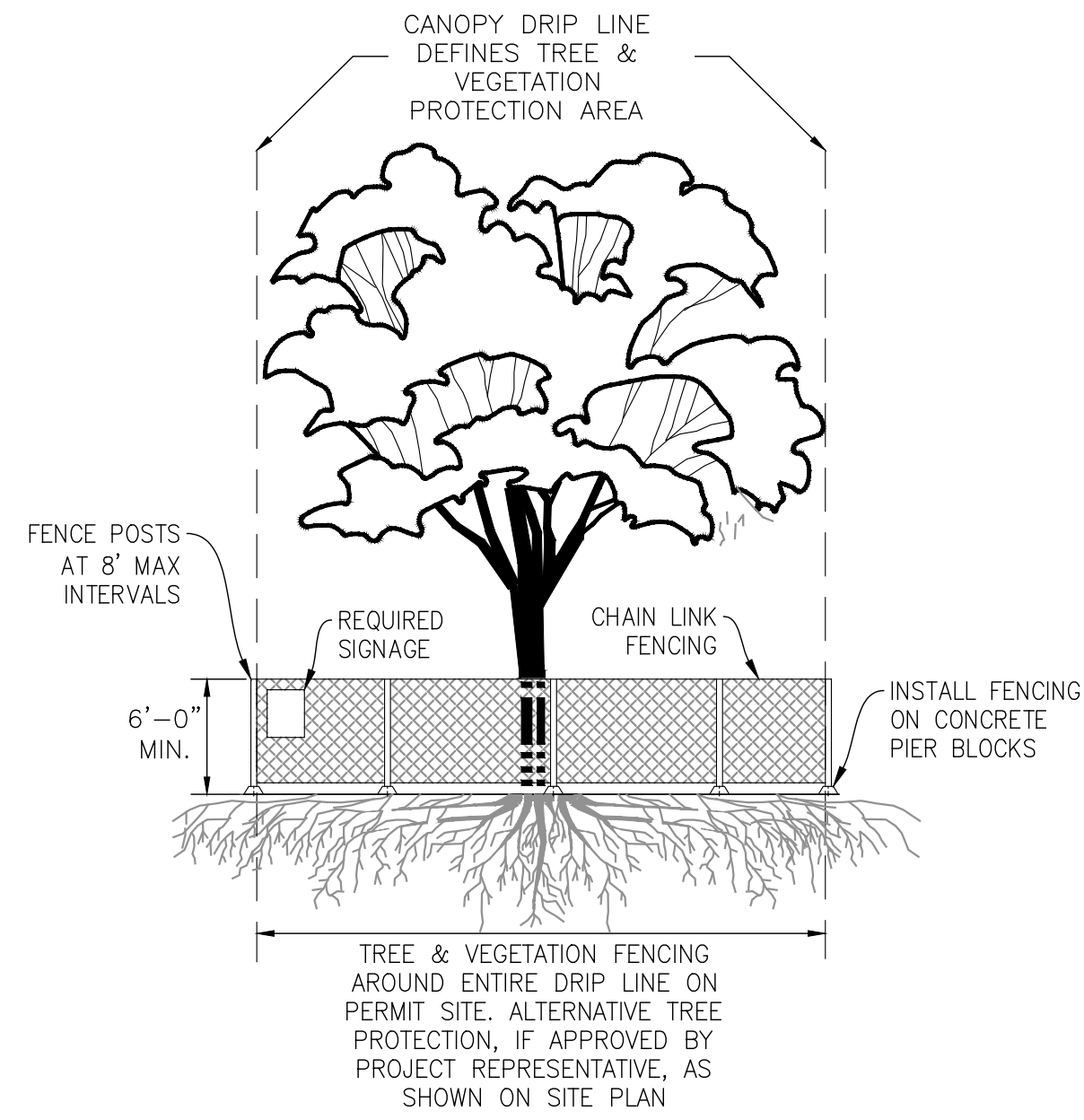
NOT TO SCALE

#### CHAIN LINK FENCING REQUIREMENTS

- CHAIN LINK FENCE MUST BE 6' HIGH.
- FENCE POSTS SHALL BE INSTALLED USING PIER BLOCK AT 8' MAXIMUM INTERVALS.
- FENCE MUST BE INSTALLED PRIOR TO DEMOLITION OF GROUND DISTURBANCE.
- FENCE MUST BE KEPT IN PLACE THROUGH DURATION OF CONSTRUCTION.

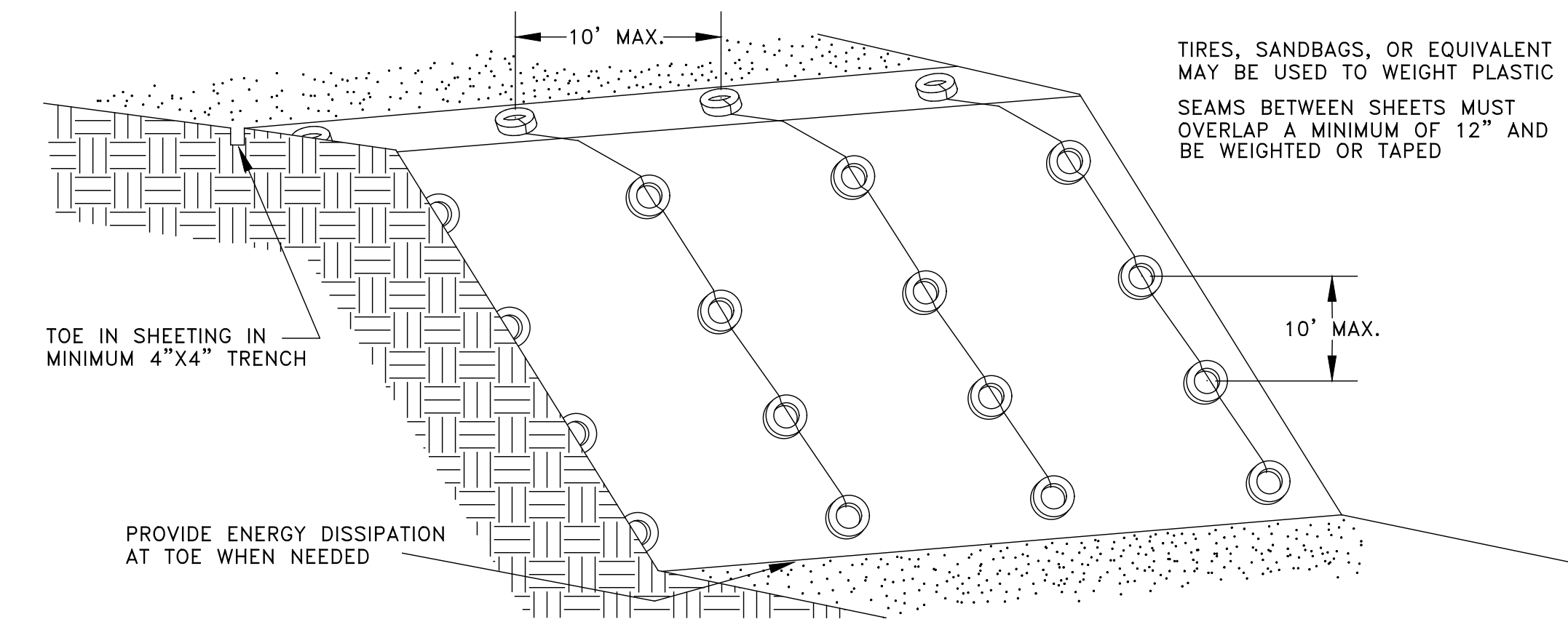
#### TREE PROTECTION FENCING REQUIREMENTS

- CHAIN LINK FENCE REQUIRED.
- NO DUMPING OF ANY MATERIALS IN THE PROTECTION AREA.
- NO SOIL DISTURBANCE OR ACTIVITY ALLOWED WITHIN FENCED AREA: MATERIAL STORAGE/STOCKPILING, PARKING, EXCAVATION, DUMPING, OR WASHING.
- PROTECT EXISTING TREES AND VEGETATION PER WSDOT SPECIFICATION 1-07.16(2).
- IF ROOTS GREATER THAN 2 INCH FOUND OUTSIDE OF FENCING, PROTECT BY HAND EXCAVATION AND, IF NECESSARY, CUT CLEANLY AND KEEP MOIST.
- USE 3 INCHES OR DEEPER WOOD CHIP MULCH OUTSIDE FENCED AREAS TO PROTECT FEEDER ROOTS.



### 1 C03 TREE PROTECTION FENCING

NOT TO SCALE



### 4 C03 PLASTIC COVERING

NOT TO SCALE

Section 8, Item B

NO. DATE BY REVISION

BASE MAP TOPOGRAPHY PROVIDED BY OTHERS. DRAINAGE CANNOT BE HELD LIABLE FOR ACCURACY. CONTRACTOR SHALL VERIFY GRADES, UTILITIES, AND ALL OTHER EXISTING FEATURES AND CONDITIONS. IF CONDITIONS ARE NOT AS SHOWN AND/OR PLANS CANNOT BE CONSTRUCTED AS SHOWN, CONTACT DRAINAGE ENGINEER PRIOR TO CONSTRUCTION.

P: 425.827.5242  
F: 425.827.8136  
www.facetnw.com

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Kirkland, WA 98033

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STATE OF WASHINGTON  
AMBER V. MIKULSKY  
LICENSED LANDSCAPE ARCHITECT  
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17345 & 17347 BEACH DR NE  
LAKE FOREST PARK, WA 98155  
2303.0384.01

EARLY WORKS PACKAGE

**SITE PROTECTION & STABILIZATION DETAILS**

DATE: 5/23/2024  
PLAN NUMBER:  
**C03**  
SHEET 5 OF 5

**SECTION 00 51 00**

**WAGE RATES**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. 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://secure.lni.wa.gov/wagelookup/>
- B. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **JULY 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.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 00 90 00**  
**GENERAL CONDITIONS**

**PART 1 - GENERAL**

**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 60.28.051: "Upon completion of a contract, the state, county or other municipal officer charged with the duty of disbursing or authorizing disbursement or payment of such contracts shall forthwith notify the the department of revenue, the employment security department, and the department of labor and industries of the completion of contracts over thirty-five thousand dollars. Such officer shall not make any payment from the retained percentage fund or release any retained percentage escrow account to any person, until he or she has received from the department of revenue, the employment security department, and the department of labor and industries certificates 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 or that they are, in each department's opinion, readily collectible without recourse to the state's lien on the retained percentage."
- 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 chapter 7.04A RCW. The arbitrator shall be as selected by the parties or, if the parties are unable to agree, as appointed by a King County Superior Court judge; 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**

**DIVISION 01**  
**General Requirements**

**SECTION 01 01 00**  
**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. This Section covers the Scope of Work describing the construction activities that shall take place at the project site as included in the Contract Documents.

**1.02 RELATED SECTIONS:**

- A. Section 00 90 00 – General Conditions
- B. Section 01 74 19 - Construction Waste Material & Disposal
- C. Section 02 41 13 – Site Utility Removal
- D. Section 02 42 93 – Building Deconstruction
- E. Section 02 82 00 – Asbestos Abatement
- F. Section 02 83 00 – Lead in Construction
- G. Section 02 84 16 – Universal & Other Regulated Waste Activities
- H. Section 31 25 00 – Erosion and Sediment Control
- I. Section 32 31 13 – Chain Link Fences and Gates

**1.03 SCOPE OF WORK**

- A. This contract includes work as described below. The description is summarized and may not include specific reference to all incidental work elements required to complete the contract. Include all labor, materials, equipment and incidentals required for completion of the work as shown on the Drawings and specified herein.
- B. Installation and maintenance of temporary erosion and sedimentation controls; deconstruction and salvage of Buildings 1-5, and 9, down to finish floor; and installation of chain link fence.
- C. Project permits specific to deconstruction and salvage activities including Lake Forest Park Demolition Permit have been obtained by the Engineer. The Contractor shall comply with all applicable requirements and regulations. The contractor shall apply and acquire the required Right-of-Way Use Permit, Side Sewer Capping Permit, and any associated permits for removal of electrical services by Seattle City Light.



**1.04 CONTRACTS**

- A. There will be one Contract for the project, which includes the Work described in the Project Manual and Drawings.
- B. The Contractor shall provide all items, articles, materials, operations or methods listed, noted or scheduled on the Drawings and/or Project Manual, including all labor, equipment and incidentals necessary and required for proper and timely completion of the Work. The Contractor shall use new materials unless specifically noted or directed.
- C. Work not specifically covered in the project manual and or drawings shall be performed in accordance with the King County Roads Standards 2016, the King County Surface Water Design Manual 2016, or City, County, State or National reference standards.

**1.05 USE OF DOCUMENTS**

- A. Technical Specifications are enumerated in the Table of Contents of the Project Manual. The numbering of Sections is for identification only and may not be consecutive. The Contractor shall check his/her copies of the Specifications with the Table of Contents to verify that they are complete. The Contractor shall notify the Engineer of incomplete copies.

**1.06 COPIES FURNISHED**

- A. The Contractor shall be furnished with the Project Manual in PDF Format. The Contractor may obtain additional partial or complete copies by request at the pre-construction meeting. The Contractor can request additional copies from the Engineer at the cost of reproduction.

**1.07 RECORD OF EXISTING IMPROVEMENTS**

- A. The Contractor shall provide to the Engineer, a digital recording that thoroughly documents the existing conditions of the entire project site and immediate vicinity, specifically including but not limited to all perimeter edge conditions, driveways, sidewalks, and roads adjacent to the site, all landscape elements and features, utility structures, and structures and surfaces on the site not scheduled for removal or repair. The Contractor shall have a responsible representative perform the recording or hire a digital recording production consultant that specializes in this function, and alert the Engineer as to the scheduled time and date of the recording in the event that the Engineer exercises the option of being present. One copy of the completed digital record shall be submitted to the Engineer prior to beginning work. One copy of the digital record shall be kept on file with the Contractor.
- B. The Contractor shall utilize digital media for the record, as approved by the Engineer. Either voice-over moderated digital video or digital still photos with captions are the required format options. Digital formats requiring proprietary software will not be accepted.
- C. During the course of inspection and electronic documentation, the Contractor shall

identify existing improvements to remain that, in the opinion of the Contractor, are beyond any reasonable potential for repair. Should those improvements become damaged during the course of this Contract, then during the course of the inspection, the Contractor shall submit in writing for the Engineers concurrence, a list and description of all such existing improvements.

- D. Where damage to existing improvements to remain that are not previously documented as described in paragraph 1.07.C above occurs, as a result of the execution of the Contract, the Contractor agrees to provide repair to, or replacement of, the improvement at the Contractor's expense, as described by the City of Seattle Standard Plans and Specifications (most recent edition) and/or the Seattle Department of Parks and Recreation Design Standards, regardless of the condition of the improvement prior to proceeding with the work.

**1.08 CONTRACTOR USE OF PREMISES**

- A. Hours of Work
  - 1. Refer to Section 00 90 00 GENERAL CONDITIONS for hours of work.
- B. The Contractor shall lock the construction site daily using a City of Lake Forest Park supplied lock to allow city staff, emergency staff and maintenance crews to access the site. Contractor may use their own lock on a double lock configuration if desired.
- C. Access
  - 1. The Contractor and their subcontractors will be allowed on site only during the established working periods. The Contractor shall only use the designated location for site access.
  - 2. The Contractor shall also address issues such as normal maintenance activities, service truck routes, special events, and other adjacent work that may be taking place.
- D. Parking
  - 1. The Contractor shall use available parking at City Hall, or the existing site driveway within the Project Limits as defined in the Contract Documents. No parking within the Town Center parking lot. City Hall parking lot is located directly in front of Lake Forest Park City Hall.
  - 2. Keep all fire lanes clear and store no materials in City Hall parking areas unless specifically identified for such use on the contract drawings.
- E. Staging
  - 1. The Contractor shall use staging and storage areas as shown on the Contract Drawings.
- F. Existing Facilities

1. Refer to Section 01 76 00 - Protection of Existing Facilities.
- G. Contractor's additional responsibilities while using the premises may include:
1. Maintaining pedestrian and vehicular access to and around existing facilities.
  2. Not unreasonably encumbering site with materials or equipment.
  3. Assuming full responsibility for protection and safekeeping of products stored on the premises.
  4. Obtaining and paying for use of additional storage or work areas needed for operation.
  5. Patching any damaged existing paving on adjacent properties.
  6. Keeping roads and other areas clean of dirt and other debris.

**1.09 STORAGE AND PROTECTION**

- A. Store products in accordance with manufacturer's instruction, seals and labels intact and legible.
1. Store products subject to damage by the elements in weather-tight enclosures.
  2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
  3. Storage of hazardous materials and wastes shall be in accordance with local, State and Federal fire codes and regulations.
  4. Note requirements on Materials Safety Data Sheets (MSDS).
- B. Exterior Storage:
1. Store fabricated products above ground. Position on blocking or skids; prevent soiling or staining. Cover products subject to deterioration with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
  2. Store loose granular materials in well-drained areas on solid surfaces. Prevent mixing with foreign matter.
- C. Do not store materials for other projects on site.
- D. Waste Material Disposal: Refer to Section 01 74 19 - Construction Waste Material and Disposal.

**1.10 SALVAGED MATERIALS**

- A. Salvage only those items that are noted in the Contract Documents and in Section 02 42 93 - Building Deconstruction for Building Salvage Schedule. The Engineer retains first right of refusal to all salvaged materials, equipment, and or products identified or not identified in the Contract Documents that are affected as part of the Contract Work.

**1.11 DISPOSAL OF DEBRIS**

- A. Refer to Section 01 74 19 – Construction Waste Management and Disposal. All disposal of debris resulting from the Contract Work, unless specifically allocated to another scope of work, shall be the responsibility of the Contractor. This includes scheduling, costs and interference in the use of trash collecting, containers, trucks, etc. The Contractor is responsible for awareness of, understanding of, and compliance with all local, state and federal regulation regarding the disposal of any hazardous and non-hazardous wastes.

**1.12 SAFETY AND ENVIRONMENTAL CONCERNS**

- A. The Contractor shall provide barricades, safety guards, temporary fencing, signage and/or other methods to secure unsafe conditions resulting from this construction. Contractor shall adhere to all safety regulations.

**PART 2 - PROJECTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 02 70**  
**MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This section includes administrative and procedural requirements for Measurement and Payment including unit prices.
- B. Related Sections: The following sections contain requirements that relate to this section:
  - 1. Section 01 02 80 - Modification Procedures
  - 2. Section 01 40 00 - Quality Control

**1.02 DEFINITIONS**

- A. Unit Prices are amounts proposed by bidders, stated on the Bid Form, as prices per unit of measurement for materials or services added to, or deducted from, the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.

**1.03 PROCEDURES**

- A. Measurement and Payment:
  - 1. For lump sum bid item payment procedures.
    - a. Provide cost breakdown of lump sum bid items over \$20,000.
- B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, profit, and applicable taxes.
- C. The Engineer reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Engineer's expense, by an independent surveyor acceptable to the Contractor.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 02 80**

**MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.01 SUMMARY OF MODIFICATION PROPOSAL PROCEDURES:**

- A. Changes to the Work may be required due to field conditions, requests made by the Engineer, clarifications to the bid documents, or other needs that result in a change in the cost of the work and/or change in the number of contract days. The changes to the Work will be tracked individually as Modification Proposals (MP). Modification Proposals may either be prepared as a Field Directive, or as a request for pricing prior to proceeding with the work.
- B. A change order will be issued for one or more MP's grouped into a single change order. Payment for changed work cannot be paid until the change order is finalized and signed by the City Project Manager.
- C. The Modification Proposal shall clearly identify all labor, material, equipment, incidentals, including subcontractor's and supplier's invoices or quotes and Contractor's timecards. A reference from the latest approved schedule shall be attached justifying any time extension request. Mark ups for all overhead, profit, bond cost, B & O taxes, and insurance shall be added in accordance with the Engineer-approved "Mark-Up Agreement Form" (see Section 1.01.E below). The Modification Proposal form included at the end of this section will be used for directing the work to be done in one of the two manners described below.
- D. The Contractor and Subcontractors (where required), shall provide a breakdown of labor costs including basic wage rates, fringe benefits, FICA, FUTA and SUCA add-ons. Where premium time is involved, the Contractor shall provide a breakdown of costs in the same detail.
- E. Mark-ups for overhead and profit shall be in accordance with the mark-up rates negotiated by the Engineer and the Contractor prior to commencement of Construction.
  - 1. General Company Overhead: Costs of the Contractor's home or corporate office necessary to run the business and to support the projects in the field. The Engineer may require that the general company overhead be supported with documentation of company financial information for the past two years.
  - 2. Project Overhead: Indirect costs that cannot be identified with a specific construction activity but support the project as a whole. The Engineer may require documentation of actual costs accrued.
  - 3. Profit: Net proceeds after expenses. The Engineer may require a detailed justification with supporting documentation of the company's financial

information for the past two years.

**1.02 FIELD DIRECTIVE MODIFICATION PROPOSALS:**

- A. Changed conditions and/or unanticipated circumstances may require immediate revisions to Work which are essential and from which a delay would result in a time and/or cost penalty to the project. When such a condition exists, the Engineer's Construction Manager shall issue a written Field Directive to the Contractor on a form to be provided by the Engineer. The Field Directive will be identified with an MP number.
- B. The Engineer's Construction Manager will provide direction for the Contractor identifying the necessary changes to be made.
- C. When Field Directive Work is being done as a lump sum agreement, the Contractor shall provide pricing per 1.01C as needed to substantiate the lump sum amount within 15 days of the completion of the work, utilizing the "Modification Proposal Worksheet" provided by the Engineer..
- D. When Field Directive Work is being done under Force Account pricing, a daily record of labor, materials, equipment use, subcontracted work, material disposal costs, and any other costs shall be kept. The Contractor shall use the "Daily Force Account Worksheet" (sample at the end of this section) provided by the Engineer for this purpose, and shall submit the completed form to the Engineer no later than the next Working Day.

**1.03 LUMP SUM MODIFICATION PROPOSALS:**

- A. The Engineer may request priced proposals which either add or delete work prior to proceeding with any changes.
- B. When requested, the Contractor shall provide pricing per 1.01.C of this section, utilizing the "Modification Proposal Worksheet" (sample at the end of this section) provided by the Engineer, for review and approval by the Engineer, prior to proceeding with the work.

**1.04 CHANGE ORDERS:**

- A. A change order to the work will be issued including one or more Modification Proposals. The cumulative amount of adds and deducts along with the change in the number of days approved in each individual Modification Proposal shall be added to or deducted from the Payment and Performance. The change order shall incorporate the MP forms, and all required back up into a lump sum contract adjustment. Any change order that causes the modifications to the contract to exceed 25% of the original contract amount will require the Consent of Surety per instructions to bidders.
- B. The payment for work performed under the change order cannot be made until the change order has been signed by the Director of Planning and Development Division.

- C. If an individual change order exceeds 10% of the original contract amount and is over \$50,000, a special review may be required by the Engineer. In such cases, the Engineer will notify the Contractor as to the special circumstance of the change.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**



**SECTION 01 03 50**

**GENERAL PROJECT PROVISIONS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. The work described in this sections shall be accomplished in accordance with **Division 1 – General Requirements** of the Standard Specifications for Road, Bridge and Municipal Construction, 2022 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State 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.
- B. These General 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.
- C. 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:
  - 1. (May 18, 2007 APWA GSP)
  - 2. (August 7, 2006 WSDOT GSP)

**1.02 REFERENCE DOCUMENTS**

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

**1.03 GENERAL PROVISIONS**

**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 publicly opens and reads the Bids.

**Award Date**

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

**Contract Execution Date**

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

**Notice to Proceed Date**

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

**Substantial Completion Date**

The day the 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<br>(parallel to alignment)<br>±0.1 foot<br>(normal to alignment) |
| Surfacing Grade Stakes                          | ±0.01 foot      | ±0.1 foot<br>(parallel to alignment)<br>±0.1 foot<br>(normal to alignment) |

|   | <b>Vertical</b> | <b>Horizontal</b>   |
|---|-----------------|---|
| Roadway Paving Pins for Surfacing or Paving | ±0.01 foot      | ±0.1 foot<br>(parallel to alignment)<br>±0.05 foot<br>(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 APWA 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 Public Liability and Property Damage Insurance**

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

**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.

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

No explosion, collapse, or underground property damage, or ground disturbing activity is expected as part of this contract.

Such policy must provide the following minimum limits:

- \$2,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$2,000,000 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.

**1-09.13(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.

**END OF SECTION**

**SECTION 01 20 00**  
**PROJECT MEETINGS**

**PART 1 - GENERAL**

**1.01 PRE-BID SITE MEETING**

- A. Scheduling of meeting: If a pre- bid site meeting is to be held, the date, time, and location will be shown in the advertisement for bid and in the pre-bid information Section 00 01 00.
- B. Possible Attendees: The Engineer, the Consultant, the Contractor, Subcontractors, and Suppliers. If the pre-bid site meeting is mandatory, a representative for all bidding contractors must be present. The Consultant shall be responsible for developing an attendee's list. If the pre-bid conference is mandatory the Consultant shall provide the Engineer with an official copy which will be used in verifying and recommending contract award to eligible bidders.
- C. Submittals: None at this time
- D. Agenda: The following topics shall be reviewed by either the Engineer and/or Consultant:
  - 1. The Engineer: Introduction, general scope, budget, schedule, special permits, requirements, special conditions and/or requirements.
  - 2. Tour of the Work Site: If feasible, with additional comments from the Engineer and/or the Consultant

**1.02 PRE-CONSTRUCTION**

- A. The Engineer will establish the date, time and place for the pre-construction conference. The Engineer will conduct the meeting to review responsibilities, procedures, personnel assignments and to exchange preliminary submittals. The Consultant shall be responsible for taking and preparing minutes using a format to be provided by the Engineer. Copies of the minutes will be distributed by the Consultant at the first progress meeting.
- B. Attendees: The Engineer, the Consultants, the Contractor and his/her superintendent, major subcontractors, manufacturers, suppliers and other concerned parties.
- C. Submittals: The Contractor shall provide a preliminary construction schedule; traffic control plan; list of subcontractors; list of material suppliers, preliminary data submittals, and submittals/shop drawings for long lead material items identified in the project manual.
- D. Agenda: The following items shall be reviewed at the meeting using a format provided by the Engineer.

1. Lines and methods of communication between the Engineer, Consultant and Contractor.
2. Contract Compliance.
3. Coordination of Project.
  - a. Engineer's inspections.
  - b. Construction Inspection Plan.
  - c. Special inspections/testing.
  - d. Working hours.
  - e. Date, time and location for weekly construction meetings.
  - f. Safety.
  - g. Traffic control.
  - h. Verification of schedule compliance and remaining construction days.
4. Engineer-provided control surveys.
5. Submittals to be provided by Contractor at meeting.
  - a. Identification of Contractor's Personnel: Project Manager, Superintendent, other key personnel.
  - b. Subcontractor Applications.
  - c. Critical Path Schedule (preliminary).
  - d. List of required submittals/ Shop Drawings from Project Manual.
  - e. Subcontractor's List.
  - f. Material Suppliers.
  - g. Prevailing Wage Reports.
6. Procedures and sample pay request forms with prevailing wage certification.
7. Procedures and examples of Design Clarification, Field Directives, Modification Proposals (MP), and Change Orders.
8. Procedures for submitting submittals/shop drawings and requesting substitutions.

- 9. Responsibility of contractor to maintain record documents.
- 10. Emergency Telephone List.
- 11. Special Items:
  - a. MSDS Data.
  - b. Work Limits/Security and safety-first aid procedures and confined spaces procedure.
  - c. Adjoining Work (if any) in progress.
  - d. Permits.
  - e. Staging, deliveries, and contractor/employee parking.
- 12. Verification of Drawings and Project Manual by Contractor.
- 13. Notice to Proceed date.
- 14. Other.

**1.03 PROGRESS MEETINGS**

- A. The Engineer will conduct the weekly progress meetings on a day, time and location determined at the pre-construction conference. The Consultant shall be responsible for taking and preparing weekly project minutes using a format provided by the Engineer. Copies of the minutes shall be distributed to attendees at least four calendar days prior to the next meeting. A copy of the minutes shall be provided to the Engineer.
- B. Attendees: Engineer, Consultant, Contractor, Facility Operator, and other concerned parties such as contractor’s superintendent, subcontractors, and material suppliers.
- C. Agenda: The following items will be reviewed and discussed at each progress meeting using a format provided by the Engineer:
  - 1. Review and approve minutes of the previous meeting.
  - 2. Review status, progress, issues related to compliance with construction schedule and identify construction days used and days remaining under the Contract and any request for time extensions. Determine if schedule needs to be updated to reflect any changes. Develop and maintain a work item schedule status report using a format provided by the Engineer.
  - 3. Review status/issues/problems of work in progress with needed action items.
  - 4. Review new work that has started prior to the last meeting and/or will be



started before the next meeting and identify any issues, concerns, or problems requiring action.

5. Establish and maintain a submittal/shop drawing log showing status for all items identified in the project manual using a format provided by the Engineer.
6. Review status of long-lead time items that may require expedited review.
7. Establish and maintain log and status of Design Clarifications, Field Directives, MP, and Change Orders using a format provided by the Engineer. Review status of pending actions, degree of completion, and the need for processing change orders.
8. Review status of special testing if required and implementation of inspection schedule.  
  
Review changes to record documents.
9. Review status of work in progress and pending pay requests.
10. Review other issues affecting implementation of project.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 30 00**

**SUBMITTALS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. This Section includes administrative and procedural requirements for submittal of Shop Drawings, Product Data, Samples, the Submittal Schedule, and other miscellaneous administrative and quality control submittals.

**1.02 RELATED SECTIONS:**

- A. The following Sections contain requirements that relate to this Section:
  - 1. Section 01 30 00 – Submittals
  - 2. Section 01 40 00 – Quality Control
  - 3. Section 01 81 13 – LEED Requirements

**1.03 SUMMARY:**

- A. submittal Schedule: The Submittal Schedule shall document the Contractor's planning for the timely execution of the Work, in accordance with the Construction Contract and submittal requirements set forth in this Section.
- B. Shop Drawings include, but are not limited to, the following: (Note: standard information prepared without specific reference to the Project is not Shop Drawings).
  - 1. Fabrication drawings
  - 2. Installation drawings
  - 3. Setting diagrams
  - 4. Shopwork manufacturing instructions
  - 5. Templates and patterns
  - 6. Schedules
- C. Product Data include, but are not limited to, the following:
  - 1. Manufacturer's product data
  - 2. Manufacturer's installation instructions

3. Standard color charts
  4. Catalogue cuts
  5. Roughing-in diagrams and templates
  6. Standard wiring diagrams
  7. Printed performance curves
  8. Operational range diagrams
  9. Mill reports
  10. Standard product operating and maintenance manuals
- D. Samples include, but are not limited to, the following:
1. Partial sections of manufactured or fabricated components
  2. Small cuts or containers of materials
  3. Complete units of repetitively used materials
  4. Swatches showing color, texture, and pattern
  5. Color range sets
  6. Components used for independent inspection and testing
- E. Quality control submittals include, but are not limited to, the following:
1. Design data
  2. Certifications
  3. Manufacturer's instructions
  4. Manufacturer's field reports
- F. Administrative submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
1. Permits
  2. Applications for Payment
  3. Performance and payment bonds
  4. Insurance certificates

5. Listing of subcontractors

**1.04 DEFINITIONS:**

- A. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- B. Mock-ups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

**1.05 SUBMITTAL SCHEDULE:**

- A. Prepare a complete schedule of submittals. Submit the schedule at the Pre-Construction meeting for Engineer's and Consultant's review.
  - 1. Coordinate the Schedule of Values, the list of subcontractors and the list of material suppliers into the Submittal Schedule, then incorporate them into the Contractor's Construction Schedule.
- B. Prepare the schedule in chronological order. Provide the following information:
  - 1. Schedule date for the first submittal
  - 2. Related Section number
  - 3. Submittal category (Shop Drawings, Product Data, etc.)
  - 4. Name of the subcontractor
  - 5. Description of the part of the Work covered
  - 6. Scheduled date for resubmittal
  - 7. Scheduled date for the Consultant's final release or approval
- C. Distribution: Following the Consultant's response to the initial submittal schedule, print and distribute copies to the Consultant, Engineer, subcontractors, and other parties required to comply with submittal dates indicated. When revisions are made, distribute to the same parties. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule prior to the next regular project meeting.

**1.06 SUBMITTAL PROCEDURES:**

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal to the Consultant

sufficiently in advance of schedule performance of related construction activities to avoid delay.

1. Coordinate each submittal with other submittals and related activities that require sequential activity including:
    - a. Testing
    - b. Purchasing
    - c. Fabrication
    - d. Delivery
    - e. Other submittals and related activities that require sequential activity.
  
  2. Coordinate transmittal of different types of submittals for the same element of the Work and different elements of related parts of the Work to avoid delay in processing because of the Consultant's need to review submittals concurrently for coordination.
    - a. The Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
  
  3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for Contractor's review prior to submittal to the Consultant, and for Consultant's review of submittal, including time for re-submittals.
    - a. Allow ten (10) working days for the Consultant's initial review of each submittal, plus five (5) working days if the Engineer's review is required. Allow additional time if the Consultant must delay processing to permit coordination with subsequent submittals. The Consultant will advise the Contractor when a submittal being processed must be delayed for coordination.
    - b. Where necessary to provide an intermediate submittal, process the intermediate submittal in the same manner as the initial submittal.
    - c. Allow five (5) additional working days for reprocessing each submittal.
    - d. No extension of contract time will be authorized because of the Contractor's failure to transmit submittals to the Consultant sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification:

1. Indicate name of the firm or entity that prepared each submittal on the label or title block.
  2. Provide a space approximately 4 by 5 inches (100 x 125 mm) on the label or beside the title block to record the Contractor's review and approval markings and the action taken by the Consultant.
  3. Include the following information on the label for processing and recording action taken:
    - a. Project name
    - b. Date
    - c. Name and address of the Consultant
    - d. Name and address of the Contractor
    - e. Name and address of the subcontractor
    - f. Name and address of the supplier
    - g. Name of the manufacturer
    - h. Number and title of appropriate Specification Section
    - i. Drawing number and detail references, as appropriate
    - j. Similar definitive information as necessary
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Consultant and to other destinations by use of a transmittal form. The Consultant will return submittals received from sources other than the Contractor.
1. Record relevant information and requests for data on the transmittal form. On the form, or an attached separate sheet, record deviations from the requirements of the Contract Documents, including minor variations and limitations.
  2. Include the Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- D. Placement of Orders for Materials & Components: Do not place orders for materials or components before receipt of reviewed and accepted submittal for same from Consultant.

**1.07 SHOP DRAWINGS:**

- A. Submit newly prepared information, drawn accurately to scale. Do not reproduce Contract Documents or copy standard printed information as the basis of Shop

Drawings.

1. Include the following information on Shop Drawings:
  - a. Identification of products and materials included
  - b. Compliance with specified standards
  - c. Notation of coordination requirements
  - d. Notation of dimensions established by field measurement taken by the Contractor
  - e. Correlation of Shop Drawings to Contract Documents by reference to sheet number, details, schedule or room number.
2. Specifically note and bring to the Consultant's attention any deviations from the Contract Documents on the Shop Drawings.
3. Do not allow Shop Drawing copies that do not contain an appropriate final stamp or other marking indicating the action taken by the Consultant to be used in construction. The Contractor shall replace improvements installed by the Contractor prior to obtaining approval by the submittal process, if Engineer so requests, at no additional cost to the Engineer.
4. Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1050 mm).
5. Initial Submittal: Submit up to 5 black-line prints or bond copies for the Consultant's review. The Consultant will return one marked up copy after review. If the Contractor desires more than one copy back, submit additional copies at initial submittal.
6. Final Submittal: Submit up to 5 black-line prints or bond copies for the Consultant's review. If approved, one copy will be returned to the contractor. If the Contractor desires more than one copy back, submit additional copies at final submittal.

**1.08 PRODUCT DATA:**

- A. Collect Product Data into a single submittal for each element of construction or system. Mark each copy to show which choices and options are applicable to the project.
  1. Where Product Data includes information on several similar products, some of which are not required for use on the Project, mark copies clearly to indicate which products are applicable.
  2. Where Product Data must be specially prepared for required products, materials, or systems because standard printed data are not suitable for

use, submit as Shop Drawings, not Product Data.

3. Include the following information in Product Data:
    - a. Manufacturer's printed recommendations
    - b. Compliance with recognized trade association standards
    - c. Compliance with recognized testing agency standards
    - d. Application of testing agency labels and seals
    - e. Notation of dimensions verified by field measurement
    - f. Notation of coordination requirements
  4. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed. Include a signed certificate of compliance with each Product Data submittal.
- B. Submittals: Submit up to 5 copies of each required Product Data submittal. One copy will be returned to the Contractor. If the Contractor desires more than one copy back, submit additional copies. Unless the Consultant or Engineer observes noncompliance with provisions of the Contract Documents, the submittal may serve as the final submittal.
- C. Distribution: Furnish copies of final Product Data submittal to the manufacturers, subcontractors, suppliers, fabricators, installers, governing authorities and others as required for performance of the construction activities. Show distribution on transmittal forms.
1. Do not proceed with installation of materials, products, and systems until a copy of reviewed and accepted Product Data applicable to the installation is in the Installer's possession.
  2. Do not permit use of unmarked copies of Product Data in connection with construction.

**1.09 SAMPLES:**

- A. Submit full-size, fully fabricated Samples, cured and finished in the manner specified, and physically identical with the material or product proposed for use.
1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Consultant's sample where so indicated. Include the following information:
    - a. Generic description of the Sample
    - b. Size limitations



- c. Sample source
  - d. Product name or name of manufacturer
  - e. Compliance with recognized standards
  - f. Compliance with governing regulations
  - g. Availability
  - h. Delivery time
2. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
- a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented by a Sample, submit at least 3 multiple units that show approximate limits of the variations.
  - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.
  - c. Samples not incorporated into the Work, or otherwise designated as the Engineer's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
- B. Preliminary Submittals: Where Samples are specified for selection of color, pattern, texture, or similar characteristics from a manufacturer's range of standard choices, submit a single, full set of available choices for the material or product.
- 1. Preliminary submittals will be reviewed and returned with the Consultant's marking indicating selection and other action taken.
- C. Submittals: Except for Samples intended to illustrate assembly details, workmanship, fabrication techniques, connections, operation, and other characteristics, submit 3 sets of Samples. The Consultant will return one set to the Contractor marked with the action taken, retain one set, and transmit one set to the Engineer.
- 1. Maintain sets of Samples, as returned by the Consultant, at the project site, available for quality-control comparisons throughout the course of construction activity.
  - 2. Unless the Consultant or Engineer observes noncompliance with the provisions of the Contract Documents, the submittal may serve as the final submittal.

- 3. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- D. Distribution of Samples: Distribute additional sets of Samples to the subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for performance of the Work. Show distribution on transmittal forms.
- E. Field Samples specified in individual Specification Sections are special types of Samples. Comply with Sample submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

**1.10 QUALITY ASSURANCE SUBMITTALS:**

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with the specified requirements.
  - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Section 01 45 00 - Quality Control.

**1.11 CONSULTANT'S ACTION:**

- A. Except for submittals for the record or for information, where action and return of submittals is required, the Consultant or their respective sub-consultant will review each submittal, mark to indicate the action taken, and return to the Contractor within ten (10) working days of receipt of the submittal.
  - 1. Compliance with specified characteristics is the Contractor's responsibility and not considered part of the Consultant's review and indication of action taken.
  - 2. If the submittal involves either changes to the drawings and/or project manual or contains information not reviewed and approved as part of the project drawings and/or project manual by the Engineer, the Engineer shall also review and approve the submittal. An additional five (5) working days shall be required for the Engineer's review.
- B. Action Stamp: The Consultant will stamp each submittal with a uniform action stamp. The Consultant will mark the stamp appropriately to indicate the action taken, as follows:

1. Final Unrestricted Release: Where submittals are marked “No Exceptions Taken,” the Work covered by the submittal may proceed, provided it complies with the requirements of the Contract Documents. Final acceptance will depend on that compliance.
2. Final-but-Restricted Release: Where submittals are marked “Make Corrections Noted,” the Work covered by the submittal may proceed provided it complies with both the Consultant’s notations and corrections on the submittal and requirements of the Contract Documents. Final acceptance will depend on that compliance.
3. Returned for Resubmittal: When submittal is marked “Revise and Resubmit,” do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the Consultant’s notations. Resubmit without delay. Repeat if necessary to obtain an action mark that will allow the Work to Proceed.
  - a. Do not permit submittals marked “Revise and Resubmit” or “Rejected” to be used at the project site or elsewhere where construction is in progress.
4. Other Actions: Where a submittal is primarily for informational or record purposes or for special processing or other activity, the submittal will be returned, marked “Action Not Required,” or “Not Reviewed.”

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 40 00**  
**QUALITY CONTROL**

**PART 1 - GENERAL**

**1.01 SUMMARY OF WORK**

- A. All workmanship and materials shall be subjected to inspection by the Engineer, who may select samples of materials in such number and quantities as he/she may deem necessary to determine their conformance with the specifications and project intent.
- B. All rejected materials and work shall be promptly removed by the Contractor from the premises and adjacent surroundings.
- C. All rejected work or materials shall be promptly replaced to the satisfaction of the Engineer.
- D. The Engineer reserves the right to inspect any component of the work at any time. The items of work are being reviewed for conformance with the design intent as well as workmanship and quality of materials. The Contractor shall cooperate with the Engineer's inspections. When identified in Technical Specifications, notification shall be provided to the Engineer 48 hours in advance of the time the inspections are needed.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**3.01 INSPECTION AND TESTING**

- A. The Contractor shall furnish samples of materials for testing, if requested by the Engineer, at no additional cost. Tests by the Engineer will be made in accordance with commonly recognized standards of national materials testing organizations and any such other special methods as deemed necessary.
- B. Any and all materials necessary for the construction of any part of the work and associated improvements not specified shall be of the best available quality acceptable to the Engineer.

**3.02 SAMPLES**

- A. The Contractor shall prepare and submit such samples as are required elsewhere in these specifications at such time as is necessary to allow sufficient time for retesting or modification of the work, at the Engineers discretion, based on evaluation of the samples.

**3.03 FINAL INSPECTION**

- A. Final inspection shall take place after all requirements for Substantial Completion have been completed, including all punch list items outlined in other Sections of these specifications. Final inspection of the work by the Engineer will be made no later than five (5) Working Days after receipt of Contractor's written request for final inspection.
  
- B. Before Final Payment will be made, defects or omissions noted on the final inspection must be corrected by the Contractor without additional cost to the Owner. See Section 01 77 19 - Contract Closeout.

**END OF SECTION**

**SECTION 01 74 19**

**CONSTRUCTION WASTE MANAGEMENT**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.02 NOT USED**

**1.03 SUMMARY**

- A. Section includes.
  - 1. C&D Material Management Plan and Deconstruction & Salvage Assessment
  - 2. Salvaging nonhazardous demolition and construction materials
  - 3. Recycling nonhazardous demolition and construction materials
  - 4. Disposing of nonhazardous demolition and construction waste
  - 5. Reporting forms and requirements for tracking C&D Material diversion and disposal

**1.04 RELATED SECTIONS**

- A. SECTION 02 41 19 – SITE UTILITY REMOVAL
- B. SECTION 02 42 93 – BUILDING DECONSTRUCTION
- C. SECTION 02 82 00 – ASBESTOS ABATEMENT
- D. SECTION 02 84 16 – UNIVERSAL & OTHER REGULATED WASTE

**1.05 DEFINITIONS**

- A. C&D Material Diversion Report: Report documenting execution and status of C&D material included in the waste management report.
- B. C&D Materials Management Plan: Project specific plan for the collection/handling, disposition (recycle, reuse, salvage, disposal), transportation and tracking of C&D material.

- C. Construction and Demolition Materials: Includes all non-hazardous solid materials resulting from construction, renovation, alterations, repair and demolition. Includes material that is recycled, reused, salvaged, or disposed of as garbage.
- D. Construction Material: Building and site improvement materials and waste resulting from construction, remodeling, renovation, or repair operations. Construction materials includes packaging.
- E. Construction or Demolition Waste: Building materials with no recoverable value resulting from construction, remodeling, renovation, or repair operations. These materials are to be disposed of in a landfill.
- F. Deconstruction and Salvage Assessment: A project specific evaluation of the materials to be removed during a full or partial building removal.
- G. Demolition Debris: Building removal materials and waste resulting from demolition or selective demolition operations.
- H. Disposal: Removal off-site of demolition and construction waste for deposit in a landfill acceptable to authorities having jurisdiction.
- I. Diversion: Consisting of reuse, recycling and salvage of C&D Materials.
- J. Mixed Construction and Demolition (C&D) Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a C&D processing facility where materials are separated for recycling. Containers with mixed C&D recycling may not include items for which current recycling markets do not exist. Non-recyclable materials must be placed into a separate waste container and disposed of as garbage.
- K. Qualified Facilities: Mixed C&D Material processing facilities certified as required.
- L. Recycle: Process of sorting, cleaning, treating and reconstituting materials for re-purposed use or for use in the manufacture of a new product.
- M. Reuse: Making use of a material without altering its form. Materials can be used on-site or reused on other projects off-site.
- N. Salvage: Recovery of materials for on-site reuse, off-site sale or donation to a third party.
- O. Source-Separated C&D Recycle: Process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to an approved recycling facility providing recycling services for 100% diversion.

**1.06 PERFORMANCE REQUIREMENTS**

- A. General: C&D Debris shall be diverted from the landfill whenever practicable in accordance with the county’s “Zero Waste by 2030” policy.
- B. Disposal shall comply with King County Ordinance 17709 which provides in part that diversion rates for demolition and construction debris achieve a minimum of 80%.
- C. All generators, handlers and collectors of mixed and nonrecyclable C&D Waste generated within the jurisdiction of King County shall deliver or ensure delivery to a designated C&D receiving facility. Mixed C&D materials and non-recyclable C&D waste generated in King County (outside of the cities of Seattle and Milton) must be sent to designated C&D material recovery facilities or transfer stations.
  - 1. Beginning Jan. 1, 2016, mixed construction and demolition (C&D) materials and C&D waste from jobsites located in King County (outside of Seattle) must be sent to the facilities listed on the King County website at <https://kingcounty.gov/depts/dnrp/solid-waste/programs/green-building/construction-demolition/designated-facilities.aspx>
- D. Washington State regulations (WAC 173-345-040) require a separate collection container be provided for waste at jobsites that conduct recycling. Disposal shall comply with King County Ordinance 18166 using facilities that comply with Solid Waste Division Construction and Demolition Material Rule.
  - 1. An updated list of facilities for King County is available at: <https://kingcounty.gov/depts/dnrp/solid-waste/programs/green-building/construction-demolition/designated-facilities.aspx>.
- E. The following C&D Waste disposal bans apply to generators, handlers, collectors, and privately- and publicly-owned facilities designated by King County to manage C&D Waste, as authorized under King County Code Title 10:
  - 1. As of January 1, 2016, the following materials are banned from disposal:
    - a. Concrete, asphalt paving and bricks, unpainted, without a hazardous constituent, and not attached to other materials.
    - b. Metal, ferrous and nonferrous – includes composite, multi-metal products or products with nonmetal contaminants but metal content must be more than 90 percent by weight of the material.
    - c. Cardboard – includes with tape, staples, and other fasteners and is dry and free of contamination such as paint, grease, grime or dirt.
    - d. Unpainted new construction gypsum scrap that is dry and does not have adhering spackling compound or excessive water damage that would prevent recycling.



- e. Unpainted/untreated wood – excludes particle board and laminated veneer wood.
2. Exceptions:
- a. Bans do not apply where C&D Wastes are painted, have hazardous or asbestos containing constituents, are glued, nailed or otherwise connected to other material types, are present only in very small quantities, or are generated during disaster emergency situations where disaster debris needs to be removed quickly and recycling options are not available.
  - b. Waste residual from designated C&D Material Recovery Facilities (MRFs) may contain up to 10 percent by total combined weight of the materials listed above, based on the sampling methodology specified in the King County C&D MRF Waste Residual Sampling Protocol.
3. In addition to the C&D materials banned from disposal by King County the following materials often have viable recycling markets and should be diverted for recycling whenever possible.
- a. Carpet
  - b. Carpet pad
  - c. Window glass
  - d. Field office material, including office paper, aluminum cans, glass, plastic, batteries.
4. Diversion Rates
- a. This project must achieve 80% diversion rates.

**1.07 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with hauling, diversion, and disposal regulations of authorities having jurisdiction.
- B. Preconstruction Conference: A portion of the Preconstruction Conference shall be dedicated to discussing C&D debris management, including:
  - 1. Review methods and procedures related to C&D materials management, including the requirements of each trade.
  - 2. Review and discuss C&D materials management plan including responsibilities of each subcontractor.

3. Review C&D debris diversion goal(s) and reporting requirements.
  4. Review and finalize procedures for materials separation into container(s) for mixed recycling, source separated container(s) if applicable and disposal/trash container.
  5. Review container labeling. Verify availability of containers needed to avoid delays.
  6. Review plan to maintain proper container signage through to the completion of the project
  7. Review procedures for periodic container collection and transportation to diversion and disposal facilities.
- C. Weekly Review: Discuss C&D debris management at least weekly during standard safety/coordination meetings.
1. Possible Topics
    - a. Discuss highlights and shortcomings of the previous week's diversion program
    - b. Overall project diversion rate in comparison to goals
    - c. Upcoming C&D issues on site
      - 1) Moving/Locations of containers
      - 2) Source separated bins on site for specific scopes/contractors
- D. Orientations: Include C&D debris management in subcontractor site orientations.

**1.08 SUBMITTALS**

- A. Submit the following according to SECTION 01 33 00.
1. C&D Materials Management Plan: Submit plan prior to Preconstruction Conference.
  2. Deconstruction and Salvage Assessment
  3. C&D Materials Diversion Report(s): Submit completed waste report form prior to or as part of Substantial Completion. Sample report form is included at the end of this Section. Online reporting is also acceptable, as approved by the Project Representative.

**1.09 CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN**

- A. Material Identification: Indicate anticipated types and quantities of demolition and construction material generated by the Work.
- B. C&D Material Reduction Work Plan: List each type of C&D material and whether it will be salvaged, recycled, or disposed of in landfill. Include total quantity of each type of debris, quantity for each means of recovery, and handling and transportation procedures.
- C. Salvaged Materials
  - 1. Reuse: For materials that will be salvaged and reused by the city, describe methods for preparing and storing salvaged materials before incorporation into the Work.
  - 2. For Sale: For materials that will be sold to individuals and organizations, include a brief description of how the materials will be marketed for sale. Include list of their names, addresses, and telephone numbers.
  - 3. Donation: For materials that will be donated to individuals and organizations, include names of recipient (if known).
- D. Recycled Materials: Include list of local receivers and processors likely to be used and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
- E. Disposed Materials: Indicate how and where waste will be disposed of. Include name, address, and telephone number of each transfer station that is intended to be used. Include also the landfill(s) in which the waste will be disposed.
- F. Handling and Transportation Procedures: Include method that will be used for separating recyclable materials from waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- G. General: Develop a C&D Materials Management Plan for this project that:
  - 1. Is consistent with King County Ordinance 17709.
  - 2. LEED Construction Waste Management Plans are not required to be in a specific format. Specific information needs to be included in the Plan. The King County above fulfill the LEED requirements and the C&D Plan can be used for LEED.
- H. All non-recyclable C&D materials must be placed in a separate waste container, destined for a landfill. A separate container is required by Washington State Law – WAC 173-345- 040

**1.10 DECONSTRUCTION AND SALVAGE ASSESSMENT**

- A. General: If a salvage assessment has not already been provided, conduct a deconstruction and salvage assessment of the structure and equipment to be removed during the project using the template at the end of this section.
- B. The Deconstruction and Salvage Assessment (DSA) must be submitted as part of the C&D Materials Management Plan.
- C. A 3rd party verifying agent is required for projects involving whole building removal/interior renovation.

**1.11 CONSTRUCTION AND DEMOLITION MATERIAL DIVERSION REPORT**

- A. The Final Construction Material Management Report shall include the following.
  - 1. For each material recycled, reused, or salvaged from the Project:
  - 2. The total amount of the material, in tons or cubic yards.
  - 3. The receiving party.
  - 4. Net total costs or savings to the Project.
  - 5. Manifests, weight tickets, receipts and invoices.
  - 6. For mixed materials, include the appropriate monthly or quarterly construction and demolition (C&D) diversion/recycling rate of the receiving facility.
  - 7. The total amount (in tons or cubic yards) of material disposed of as waste from the Project, the location of the receiving facility, and the total disposal cost. Include manifests, weight tickets, receipts and invoices.
    - a. Disposal Receipts: Copy of receipts issued by a disposal facility for C&D waste that is disposed in a landfill.
    - b. Recycling Receipts: Copy of receipts issued by approved recycling facilities for mixed materials. Include weight tickets from the recycling hauler or material recovery facility and verification of the recycling rate for mixed loads at the facility.
    - c. Salvaged Materials Documentation: Types and quantities, by weight, for materials salvaged for reuse on site, sold or donated to a third party.
    - d. The material used as Alternative Daily Cover (ADC) or Industrial Waste Stabilizer (IWS) do not count as diversion within King County
- B. Provide final C&D report and documentation as required.

1. LEED Rating System: Projects using LEED must complete the Credit Form and provide required uploads (CWM Plan, Commingle Facility Diversion Rate Documentation) directly through the project's LEED Online portal.

## 1.12 RESOURCES

- A. King County Solid Waste Division Construction & Demolition Materials Diversion website: <http://your.kingcounty.gov/solidwaste/greenbuilding/construction-demolition.asp> for general information on King County's construction recycling program, program contact and online resources.
  1. Contact the King County Solid Waste Division at (206)477-4466 or [swd@kingcounty.gov](mailto:swd@kingcounty.gov).
  2. Publications may also be found on-line at [www.greentools.us](http://www.greentools.us).
  3. King County's "What Do I Do With . . . ?" on-line database <https://info.kingcounty.gov/Services/recycling-garbage/Solid-Waste/what-do-i-do-with/King-County-GreenTools-Construction-Recycling-Directory> <http://your.kingcounty.gov/solidwaste/greenbuilding/construction-demolition.asp>
  4. King County Solid Waste Division List of C&D Recycling Facilities <https://kingcounty.gov/depts/dnrp/solid-waste/programs/green-building/construction-demolition/designated-facilities.aspx>.
  5. Contact Kinley Deller of King County GreenTools at (206) 477-5272

## PART 2 - PRODUCTS – NOT USED

## PART 3 - EXECUTION

### 3.01 PLAN IMPLEMENTATION

- A. General: Provide handling instructions, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Containers for C&D waste to be recycled and/or diverted clearly labeled with a list of acceptable and unacceptable materials
  1. The list of acceptable materials must be the same as the materials recycled at the recycling processor or receiving material recovery facility.
  2. Container labels, including list of acceptable and unacceptable materials shall be in language(s) and/or pictures understood by all the Contractor's and Subcontractors' workers.

- 3. Protect and manage containers and their contents in accordance with the requirements of the recycling processor or receiving material recovery facility
  
- C. Engage a waste diversion management coordinator to be responsible for implementing, monitoring, and reporting status of the waste diversion management work plan. The designated coordinator shall be someone who is present at Project site full time for duration of Project.
  
- D. Include a C&D Materials reduction provision in material purchasing agreements for construction materials requesting that to the greatest extent possible materials and equipment be delivered in packaging made of recyclable material, the amount of packaging be reduced and packaging be taken back for reuse or recycling. Require that subcontractors have the same waste reduction provisions in material purchasing agreements.
  
- E. Training: Train employees, subcontractors, and suppliers on proper waste management procedures.
  - 1. Distribute waste diversion plan to all on-site employees, subcontractors and suppliers before starting the work. Review plan procedures and locations established for salvage, recycling, reuse and disposal with new employees.
  
- F. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, and reused.
  
- G. Conduct regular visual inspections of containers, and remove any unacceptable materials.

**3.02 SALVAGING DEMOLITION AND CONSTRUCTION MATERIALS**

- A. Salvaged Items:
  - 1. Clean salvaged items.
    - a. Pack or crate items after cleaning. Identify contents of containers.
    - b. Store items in garage which is identified as the staging and storage area in the contract drawings.
    - c. Protect items from damage during storage.

**3.03 RECYCLING DEMOLITION AND CONSTRUCTION MATERIALS**

- A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  2. Polystyrene Packaging: Separate and bag materials.
  3. Pallets: As much as possible, collect pallets for reuse, and require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, recycle with clean wood.
  4. Crates: Break down crates and recycle with clean wood.
- B. Wood Materials:
1. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
  2. Reusable: Sort and stack materials according to size, type, and length as required for reuse.
  3. Non-Reusable:
    - a. Clean wood shall be recycled.
    - b. Painted and treated wood should be disposed of as waste.
- C. Concrete:
1. Pulverize concrete to maximum size suitable for recycling or reuse applications identified in the C&D Materials Management Plan.
  2. Reinforcement may need to be removed and recycled with other metals, dependent on the requirements of the concrete receiving facility
  3. Concrete removed as a result of selective demolition shall be recycled by transporting to established concrete recycling facilities.
  4. Contractor shall maintain records, including weight tickets, of all recycled concrete loads and provide to King County a compilation of tons of concrete recycled upon project completion.
- D. Green Waste (Landclearing) Recycling
1. Green waste, such as trees, plants, and brush, removed as a result of selective demolition shall be recycled by delivery to established compost facilities. Contractor shall maintain records, including weight tickets, of all recycled green waste loads and provide to King County a compilation of tons of green waste recycled upon project completion.
- E. Scrap Metal Recycling: Separate metals by type.

1. Scrap metal, such as fencing and old reinforcement bar, removed as a result of selective demolition shall be recycled at established metal recycling facilities.
2. Contractor shall maintain records, including weight tickets, of all recycled metal loads and provide to Project Engineer a compilation of tons of scrap metal recycled upon project completion.

**3.04 DISPOSAL OF WASTE (TRASH)**

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them, via a transfer station acceptable to authorities having jurisdiction.
- B. Containers for C&D waste to be disposed in landfill shall be clearly labeled.
- C. Some materials, such as filter fabric, plastic perforated pipe, pipe insulation, and roofing felt/protection board, are not readily recyclable. Such material is to be disposed of as waste. Contractor is responsible for loading and transportation of solid waste. Weight tickets of solid waste loads are to be maintained and written documentation provided to King County upon project completion.
- D. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.
- E. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- F. Burning: Do not burn or incinerate waste materials.

**END OF SECTION**



**SECTION 01 81 13**  
**LEED REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Divisions 00 and 01 Specification Sections, apply to work of this section.

**1.02 SECTION INCLUDES**

- A. LEED® Green Building Rating System Requirements for Project.

**1.03 DEFINITIONS**

- A. LEED®: Leadership in Energy & Environmental Design.
- B. USGBC: United States Green Building Council.
- C. GBCI: Green Building Certification Institute.
- D. LEED Project Administrator: Designated by Owner to provide oversight of LEED related work.
- E. General Emissions Evaluation: Product is tested and compliant with California Department of Public Health (CDPH) Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, v1.1-2010, for the emissions testing and requirements of products and materials.

**1.04 LEED GREEN BUILDING RATING**

- A. This project shall be constructed in accordance with USGBC “LEED v4 for New Construction & Major Renovations” Gold Level – GBCI certified.

**1.05 LEED CHECKLIST (PROJECT SCORECARD)**

- A. LEED Checklist included at the end of this section identifies the following:
  - 1. Each LEED Credit to be pursued to achieve LEED certification: “Yes” and “Yes?” columns.
- B. LEED Checklist is included for Contractor’s use in determining project specific credits required for compliance and Contractor’s Primary and Support credit responsibilities for compliance with LEED certification.

**1.06 SUBMITTALS**

- A. Refer to Section 01 30 00 for submittal procedures.
- B. LEED® Action Plans: Submit preliminary submittals within fourteen (14) days of date established for the Notice to Proceed indicating how the following requirements will be met.
  - 1. Credit MR Prerequisite 2 / Credit 5: Construction Waste Management Plan complying with Section 01 74 19.
- C. LEED® Documentation and Submissions: Conform to following as required for LEED documentation of Contractor-responsible LEED Credits.
  - 1. General Requirements:
    - a. Provide schedule of values by CSI division. Labor and equipment shall be listed separately from material cost.
    - b. Contractor is responsible for understanding, tracking, preparing and submitting primary and / or supporting LEED Documentation required to obtain the LEED Credits noted to be submitted by Contractor and Subcontractors on the LEED Checklist included at the end of this section.
    - c. Contractor to provide clarifications and upload documentation as required to clarify and to demonstrate compliance to the GBCI.
    - d. Contractor to prepare and submit appeal(s) and associated documentation acceptable to GBCI as required to achieve the contractor core and support credits for LEED certification level.
  - 2. Credit Specific Requirements
    - a. MR Prerequisite 2 / Credit 5 – Construction and Demolition Waste Management: Provide reporting demonstrating diversion of a minimum of 80% and 4 waste streams of construction and demolition waste from the landfill. Comply with Section 01 74 19

**1.07 QUALITY ASSURANCE**

- A. Contractor shall have experience providing LEED documentation on previous projects and be fully informed and knowledgeable regarding LEED documentation rationale and requirements.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**3.01 LEED COMPLIANCE – GENERAL**

- A. Contractor to coordinate with the team to meet the requirements of the LEED Prerequisites and Credits as identified in LEED Checklist included at end of this

Section as required for achieve LEED Certification for the Project.

- 1. Contractor LEED Action Plan: Refer to previously submitted LEED Action Plan outlining the process for planning, implementing, and documenting LEED compliance for each Contractor Core Credit specifically for this project.
- B. Prior to beginning Work of this Contract, verify construction conditions as acceptable to achieve LEED Credit and Prerequisite requirements.
  - 1. Do not proceed with Work until unsatisfactory conditions are corrected in a manner acceptable to Owner’s LEED Project Administrator, Owner, and Architect.

**3.02 EROSION AND SEDIMENTATION CONTROL**

- A. SS Prerequisite 1 – Construction Activity Pollution Prevention: Conform to intent of this Prerequisite, Project Drawings, and provisions of Division 31.
- B. Meet objectives of Erosion and Sedimentation Control Plan:
  - 1. Prevent loss of soil during construction by stormwater run-off and / or wind erosion, including protections of topsoil by stockpiling for reuse.
  - 2. Prevent sedimentation of storm sewer or receiving streams and/or air pollution with dust and particulate matter.

**3.03 CONSTRUCTION WASTE MANAGEMENT**

- A. MR Prerequisite 2 / Credit 5 – Construction and Demolition Waste Management: Comply with Section 01 7419.

**3.04 PROHIBITION OF SMOKING**

- A. EQ Prerequisite 2 – Environmental Tobacco Smoke (ETS) Control: Prohibit smoking within the building during and after construction. See Section 01 3100 and Section 01 8100. Provide proof of permanent no smoking signage installed within 10 feet of all building entrances indicating no smoking policy.

**END OF SECTION**

**DIVISION 02**  
**Existing Conditions**

**SECTION 02 41 13**  
**SITE UTILITY REMOVAL**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Capping and plugging of electrical equipment, sewer and water lines, drainage pipes and structures, and other utility connection, in full accordance with plans.
- B. Coordination of removal of power service wire and meters.
- C. City of Lake Forest Park assumes no responsibility for actual conditions of existing utilities. Drawings of existing facilities are available for information only and do not necessarily reflect the actual conditions. The Contractor shall verify locations of existing utilities prior to proceeding with any work.
- D. Disposal of materials from site.

**1.02 EXISTING CONDITIONS**

- A. All existing utilities that are not scheduled for removal shall be protected, per the requirements of the Division 1 Specification Sections that apply. Utilities included but not limited to:
  - 1. Overhead Power (Seattle City Light)
  - 2. Sanitary Sewer (Lake Forest Park Sewer District)
  - 3. Water (Lake Forest Park Water District)
  - 4. Gas (Puget Sound Energy)
- B. The Contractor shall verify all site conditions before beginning work.

**PART 2 - PRODUCTS**

**2.01 SALVAGEABLE MATERIALS**

- A. All items of salvageable value shall be salvaged and/or disposed of by the Contractor and shall become the Contractor's property, with the exception of items including but not limited to: maintenance holes, cleanouts, catch basins, irrigation heads, valves, valve boxes, wiring, light fixtures, etc. Those items shall be determined as salvageable after inspection by the Engineer. Those items identified for salvage shall be returned to City of Lake Forest Park. The Contractor shall then legally dispose of all items not deemed of salvageable value by the Engineer.

**PART 3 - EXECUTION**

**3.01 DISCONNECTION OF UTILITIES**

- A. Underground utilities and elements: Locate all underground utilities and elements prior to digging and/or driving stakes. Take care, to neither disturb nor damage any existing above ground or underground utilities or elements. The Contractor shall call Utility Notification Center @ (811) or (800) 424-5555 or click [www.callbeforeyoudig.org](http://www.callbeforeyoudig.org) for utility location at or near the Public Rights-of-Way / Property Lines. The Contractor shall pay for all fees and costs associated with utility disconnect, capping of lines and meter removals required within the Public Rights-of-Way.
- B. Utility Shutoffs: Coordinate all work with other Division 1 requirements. Do not shut off or cap utilities without prior notice. Keep streets, sidewalks and site clean and free from debris at all times. Keep both street and site drainage systems open for free passage of runoff at all times. Provide siltation control and catch basin protection as required by Best Managements Practices and Drainage Codes as required as shown in the contract drawings and/or directed by the Engineer.
- C. The disconnection of electrical equipment shall be done by a licensed electrician, prior to beginning electrical demolition. Contractor shall coordinate with Seattle City Light for electrical service disconnect.
- D. The disconnection of all water systems in deconstructed buildings shall be done by a licensed plumber, prior to beginning demolition. The Contractor shall coordinate with the Lake Forest Park Water District for service disconnect.
- E. The disconnection of all sanitary sewer systems shall be done by a licensed plumber, prior to beginning demolition. The Contractor shall coordinate with the Lake Forest Park Sewer District for service disconnect and specific requirements.
- F. Existing site storm drains and catch basins, as indicated on the plans or as directed in the field, shall be kept open and operable at all times Catch basins shall be protected from silt by filter fabric insert 'sock' during construction, per Section 01 57 13. Catch basins or pipes that become blocked shall be cleaned immediately by the Contractor.
- G. Dispose of all waste material at an approved disposal facility. All efforts should be made to recycle concrete and asphalt materials.

**END OF SECTION**

**SECTION 02 42 93**  
**BUILDING DECONSTRUCTION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Section includes:
  - 1. Deconstruction and removal of Buildings 1, 2, 3, 4, 5, and 9 down to first floor elevation for salvage, as shown on the Contract Drawings.
  - 2. Deconstruction and removal of select cast-in-place concrete, fencing, block walls, and all associated miscellaneous objects throughout the project limits for salvage, according to Contract Drawings.
  - 3. Salvaging items for reuse by Owner, according to these specifications.
- B. Related Sections:
  - 1. SECTION 01 74 19 – Construction Waste Management and Disposal
  - 2. SECTION 02 82 00 – Asbestos Abatement
  - 3. SECTION 02 43 00 – Lead In Construction
  - 4. SECTION 02 84 16 – Universal Waster & Other Regulated Waste

**1.02 DEFINITIONS**

- A. Full Deconstruction: Removal by disassembly of a building in the reverse order in which it was constructed.
- B. Salvage: Removal of disassembled building materials for the purpose of reuse or recycling.
- C. Demolish: Remove and legally dispose of off-site.

**1.03 MATERIALS OWNERSHIP**

- A. Unless otherwise indicated, deconstruction waste becomes property of Contractor.

**1.04 SUBMITTALS**

- A. Qualification Data: For deconstruction firm.
- B. Schedule of Deconstruction Activities: Indicate the following:

1. Detailed sequence of deconstruction and removal work, with starting and ending dates for each activity.
  2. Interruption of utility services. Indicate how long utility services will be interrupted.
  3. Coordination for shutoff, capping, and continuation of utility services.
  4. Locations of proposed dust- and noise-control temporary partitions and means of egress.
  5. Means of protection for items to remain and items in path of material removal from building.
- C. Inventory: After deconstruction is complete, submit a list of items that have been salvaged, recycled and disposed of and documentation (receipts/scale tickets/waybills) showing the quantities.
- D. Deconstruction Photographic Documentation: Document general condition of materials to be salvaged prior to removal.
- E. Submit deconstruction plan prior to start of work.

**1.05 QUALITY ASSURANCE**

- A. Deconstruction Firm Qualifications: Company(ies) experienced and specializing in performing the Work of this Section with documented experience in similar types of deconstruction work.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Comply with noise and dust regulations of authorities having jurisdiction.
- D. Pre-Deconstruction Conference: Conduct conference at Project site. Review methods and procedures related to deconstruction including, but not limited to, the following:
1. Inspect and discuss condition of building to be deconstructed.
  2. Review structural load limitations of existing structure.
  3. Review and finalize deconstruction schedule and verify availability of materials, personnel, equipment, and facilities needed to make progress and avoid delays.
  4. Review requirements of work performed by other trades that rely on substrates exposed by deconstruction operations.
  5. Review areas where existing construction is to remain and requires



protection.

- 6. Review method for removing materials from the site.
- 7. Review staging area for materials on the site.

**1.06 PROJECT CONDITIONS**

- A. Hazardous Materials are present on site and within buildings to be demolished.
  - 1. Perform Hazardous Materials Survey and abatement prior to any deconstruction activities according to specification Section 02 82 00 – Asbestos Abatement and Section 02 84 16 Universal Waster & Other Regulated Waste
  - 2. If materials suspected of containing hazardous materials are encountered, and not identified within the Hazardous Materials Survey do not disturb; immediately notify Engineer and Owner.
- B. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during deconstruction operations.
  - 1. Maintain and protect water meter located adjacent to buildings 7 and 8
  - 2. Maintain fire-protection facilities in service during deconstruction operations.
  - 3. Maintain and protect power service for buildings 6, 7, and 8.
  - 4. Maintain and protect sanitary side sewer, associated manholes and clean outs for building 6, 7, and 8.

**1.07 DECONSTRUCTION PLAN**

- A. Material Identification: Indicate anticipated types and quantities of materials to be salvaged, recycled, and disposed of. Indicate quantities by weight or volume, but use same units of measure throughout.
- B. Procedure: Describe deconstruction methodology, sequencing, and materials handling and removal procedures. Include the anticipated final destination of each material.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**3.01 EXAMINATION**

- A. Verify that utilities have been disconnected and capped.

- B. Survey existing conditions and correlate with requirements indicated to determine extent of deconstruction required.
- C. Inventory and record the condition of items to be removed and salvaged.
- D. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during deconstruction operations.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or videotapes.
- F. Perform surveys as the Work progresses to detect hazards resulting from deconstruction activities.

**3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during deconstruction operations for Buildings 6, 7 and 8.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems.

**3.03 PREPARATION**

- A. Site Access and Temporary Controls: Conduct deconstruction operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to workers and damage to salvageable materials.
  - 1. Provide protection to ensure safe passage of workers around deconstruction area.
  - 2. Provide weather protection for all salvage materials (and items to remain) before, during and after deconstruction.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to prevent unexpected or uncontrolled movement or collapse of construction being deconstructed].
  - 1. Strengthen or add new supports when required during progress of deconstruction.

**3.04 DECONSTRUCTION**

- A. General: Deconstruct and remove existing construction in accordance with the

materials identified for removal in the deconstruction plan. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with deconstruction systematically, from higher to lower level. Complete deconstruction operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  4. Maintain adequate ventilation when using cutting torches.
  5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site in accordance with all federal, state and local regulations.
  6. Remove structural framing members in such a way as to maintain their highest value.
  7. Locate deconstruction equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  8. Dispose of demolished items and materials promptly.
- B. Salvaged Items:
1. Sort and organize salvaged materials as they are removed from the structure.
  2. Pack, crate or band materials to keep them contained and organized.
  3. Store items in a secure and weather protected area. The garage of Building 7 is identified for storage of salvaged items to remain on site.
  4. Protect items from damage during storage.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during deconstruction activities. When permitted by Project Engineer, items may be removed to a suitable, protected storage location during deconstruction and cleaned and reinstalled in their original locations after deconstruction operations are complete.

**3.05 DISPOSAL OF DEMOLISHED MATERIALS**

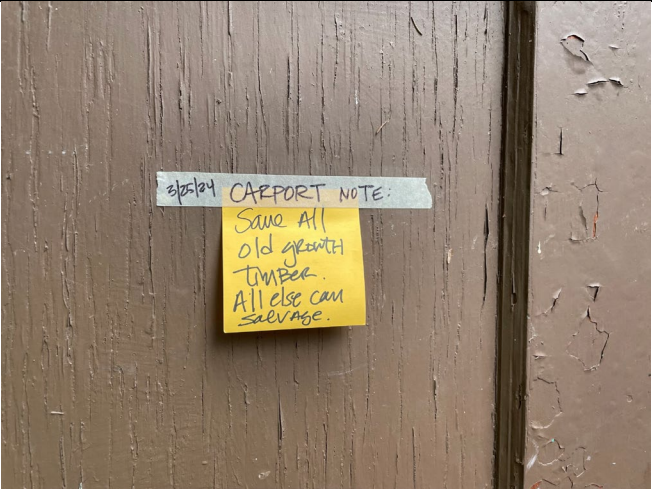
- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.




**3.06 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by deconstruction operations. Return adjacent areas to condition existing before deconstruction operations began.

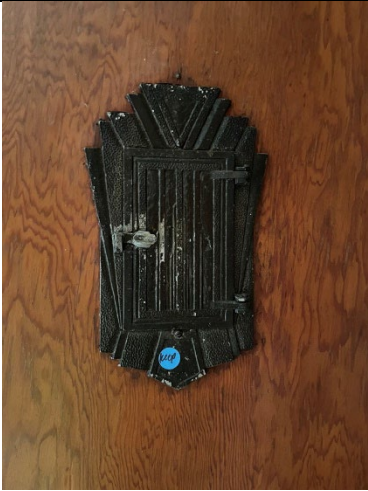


**3.07 SALVAGED MATERIALS FOR REUSE BY OWNER SCHEDULE**



- A. Existing Items to Be Removed and Salvaged:

| Building No. | Salvage Item        | Photo  | Location Description  |
|--------------|---------------------|--|---|
| 1            | All old growth wood |  | Old growth in carport construction, some loose in overhead storage. Everything else can go. |

|          |   |  |   |
|----------|---|--|---|
| <p>2</p> | <p>Fireplace<br/>irons</p>  |    | <p>Living room</p>  |
| <p>2</p> | <p>Wood<br/>mantle</p>  |   | <p>Living room</p>  |
| <p>2</p> | <p>Cedar<br/>tongue<br/>and<br/>groove,<br/>finished<br/>and<br/>unfinished</p> |  | <p>Most rooms,<br/>closet<br/>interiors.<br/>Salvage<br/>only un-<br/>glued<br/>pieces.</p> |



|          |   |  |   |
|----------|---|--|---|
| <p>2</p> | <p>Speakeasy<br/>in front<br/>door</p>  |    | <p>Main front<br/>door</p>  |
| <p>3</p> | <p>Wood<br/>mantle</p>  |   | <p>Living room</p>  |
| <p>3</p> | <p>Cedar<br/>tongue<br/>and<br/>groove,<br/>finished<br/>and<br/>unfinished</p> |  | <p>Most rooms,<br/>closet<br/>interiors.<br/>Salvage<br/>only un-<br/>glued<br/>pieces.</p> |

|             |   |   |  |
|-------------|---|---|--|
| <p>3</p>    | <p>Speakeasy<br/>in front<br/>door</p>  |    | <p>Main front<br/>door</p>   |
| <p>4</p>    | <p>Wood<br/>mantle</p>  |  | <p>Mantle is<br/>similar to<br/>those in<br/>Cabins 2&amp;3.<br/>Photo is of<br/>similar<br/>mantle.</p> |
| <p>SITE</p> | <p>All non-<br/>ACM brick<br/>(loose,<br/>sand set in<br/>ground,<br/>and<br/>chimneys)</p> |   | <p>Per Haz-mat<br/>report</p>  |

**END OF SECTION**

**SECTION 02 82 00**  
**ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.01 RELATED WORK DESCRIBED ELSEWHERE:**

- A. The provisions and intent of the contract, including the General Conditions, Special Conditions and General Requirements apply to this work as if specified in this Section. Work related to this Section is described in:
  - 1. Section 02 83 00 – Lead in Construction
  - 2. Section 02 84 16– Universal and other Regulated Waste Activities

**1.02 DESCRIPTION OF WORK:**

- A. The Contractor shall supply all labor, materials, services, insurance, special permits, and equipment necessary to remove and dispose of asbestos-containing materials (ACM) within the project areas in accordance with all applicable federal, state, and local regulations and these specifications. Coordinate with the specifications for related scopes of work.
- B. See the Limited Hazardous Building Material Survey – City of Forest Park Lake Front Improvements Project, March 2024, prepared by EHS-International for site summary of the asbestos-containing materials identified and sampled in preparation for this project.

**1.03 GENERAL REQUIREMENTS:**

- A. The regulated materials abatement work of this project is in preparation of work to be completed by others. Failure to complete the specified tasks identified within the allotted contract time will result in serious damages. Prior to submitting a bid for this work, the Contractor is responsible for review and coordination with the scheduled work and ensures that adequate resources have been identified to complete the proposed work tasks on schedule.
- B. Contractor is responsible to notify and provide all necessary notifications to the responsible regulatory agencies for all required work.
- C. Contractor is responsible to take appropriate measures ensuring that the project site will be safeguarded from contamination during the asbestos abatement project period.
- D. Building materials in the project area that are not clearly identified within the contract documents shall be treated as ACM unless otherwise noted.
- E. All work is to be performed in accordance with applicable codes, standards, regulations, and accepted industry practices. This includes compliance with regulatory requirements



applicable at the time the work is performed and is not limited to requirements at the time of bid. All work, including work practices, is to be craftsman-like and is subject to inspection by the Owner and/or Owner's representative, and regulatory agency personnel.

- F. The work described in this section is a general description and is not intended as a complete listing of the work to be accomplished. The work of this project may be expanded or deleted above and beyond the specified scope by the Owner to include encapsulation, removal, transportation, and disposal of regulated materials that may be encountered during the project.
- G. All required permits and notifications should be kept valid for the duration of the work. This includes any permit and/or notification revisions, such as changes of abatement dates, shift times, work locations, Contractor personnel, etc.
- H. All employees involved in asbestos abatement activities shall be the bearer of a current Certified Asbestos Worker card issued by the Washington State Department of Labor and Industries. Cards shall be available for inspection at the jobsite. The Contractor shall also provide, as a minimum, one (1) person certified by L&I as an Asbestos Abatement Supervisor and this person shall be responsible for overall abatement activities. This person shall be immediately available on-site when any project work is performed. If abatement work is performed on multiple shifts, each shift shall have a Certified Asbestos Supervisor.
- I. Smoking or open fires will not be permitted within the building enclosure or on the facility's premises.
- J. Contractor is responsible for all air sampling to comply with WISHA and other local, state, and federal regulations. Refer to Paragraph 1.7 of this section for requirements for Contractor air monitoring.
- K. On-site Observation:
  - 1. The safety and protection of the Contractor's employees, sub-contractor's employees, Owner's employees, consultant, the facility, and the public are the sole responsibility of the Contractor.
  - 2. The Owner and/or Owner's representative or representatives of local, state, or federal agencies may make unannounced visits to the site during the work. The Contractor shall provide two complete sets of clean, protective clothing and respirators with the same protection factor as required in the regulated area available daily for such visitor use. It is the visitor's responsibility to ensure all necessary medical qualification, training, and "fit test" certificates are current prior to using any respirator or protective clothing provided by the Contractor.
  - 3. If the Owner and/or Owner's representative or agency visitor determines that practices are in violation of applicable regulations, or are endangering workers, the public, or the facility, they will immediately notify the Contractor orally that operations must cease until corrective action is taken.
    - a. All costs resulting from such stop work order and any necessary corrective actions will be borne solely by the Contractor and will not be a basis for an increase in the contract amount or an extension of time.

**1.04 ASBESTOS ABATEMENT DEFINITION:**

A. Definitions Relevant to Asbestos Abatement:

1. Abatement: Procedures to control fiber release from asbestos-containing materials. Includes removal, enclosure, repair, demolition, and renovation activities.
2. ACGIH: American Conference of Governmental Industrial Hygienists.
3. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
4. AIHA: American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, OH 44311.
5. Airlock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways separated by a distance of at least 3 feet.
6. Air Monitoring: The process of measuring the fiber content of a known volume of air collected during a specific period. The procedure most utilized in industry for asbestos follows the WISHA reference method outlined in WAC 296 62 07735, Appendix A, and WAC 296 62 07737, Appendix B. For clearance air monitoring, aggressive monitoring techniques are used and shall be conducted in accordance with EPA document #560/5 85 024 (June 1985). Electron microscopy methods may also be utilized for lower detectability as well as specific fiber identification.
7. Air Sampling Firm (ASF): A professional firm providing specialized services by trained and certified or qualified personnel in the field of asbestos abatement and project management, contracted with or employed by the Contractor or tenant to supervise and/or conduct inspection, monitoring, and analysis services.
8. Amended Water: Water to which a surfactant has been added to accomplish more thorough penetration and saturation of the asbestos-containing material.
9. ANSI: American National Standards Institute.
10. Asbestos: The mineral varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite (amosite), anthophyllite, actinolite and tremolite. For purposes of determining respiratory and worker protection, both the asbestiform and non-asbestiform varieties of the above minerals and these minerals that have been chemically treated and/or altered shall be considered as asbestos.
11. Asbestos-Containing Material (ACM): Any material containing more than one percent (1%) asbestos as defined under NESHAPS CFR 40, Part 61, and OSHA 29 CFR Part 1926.1101, or at least one percent (1%) asbestos as defined under Regulation III of the Puget Sound Clean Air Agency.
12. ASTM: American Society for Testing and Materials.
13. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
14. Bridging Encapsulant: The application of a sealant over the surface of asbestos-containing material to prevent the release of asbestos fibers.
15. Certified Industrial Hygienist (CIH): An Industrial hygienist certified in the Comprehensive Practice or Chemical Aspects of Industrial Hygiene by the American Board of Industrial Hygiene.
16. Class I Asbestos Work: Activities involving the removal of thermal system insulation or surfacing ACM/PACM.
17. Clean Room: An uncontaminated area or room, which is a part of the worker decontamination enclosure system with provisions for storage of worker's street clothes and clean protective equipment.
18. Containment: An enclosure system.

19. Contractor: The individual or business with which the Owner contracts with to perform the asbestos abatement.
20. Competent Person: The individual onsite (a representative of the contractor) who can identify existing asbestos, hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate them as specified in WAC 296-62-07728. The competent person shall meet all requirements specified in WAC 296-62-07728. The competent person shall be certified as an asbestos supervisor in compliance with WAC 296-65-030(3) and 296-65-012.
21. Curtained Doorway: A device to allow ingress or egress from one room to another typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway.
22. Cutting: To penetrate with a sharp-edged instrument and includes sawing, but does not include shearing, slicing, or punching.
23. Differential Pressure System: A containment system utilizing negative air machines in an airtight enclosure.
24. Disposal Bag: 6 mil thick leak-tight plastic bags used for transporting asbestos waste from the work site and to the disposal site. Each shall be labeled in accordance with WAC 296 62 07721 and 40 CFR 61.150 and PSCAA 4.05(b)10.
25. Encapsulant: A material which is applied to asbestos-containing material to reduce or control the potential release of asbestos fibers from the material, either by creating a membrane over the surface (bridging encapsulant), or by penetrating the material and binding its components together (penetrating encapsulant).
26. Encapsulation: The application of an encapsulant to asbestos-containing materials in accordance with the manufacturer's specifications.
27. Enclosure: A semi-airtight system used to segregate and isolate an asbestos abatement area, and which is continuously served by a negative pressure ventilation system once abatement activities start.
28. EPA: U.S. Environmental Protection Agency, Region X, 1200 Sixth Avenue, Seattle, WA 98101.
29. Equipment Room: An area or room, which is part of the worker decontamination enclosure system with provisions for storage of contaminated clothing and equipment.
30. Excursion Limit: The maximum personal exposure concentration of asbestos fibers in air for any 30-minute period (1.0 f/cc).
31. Facility: Any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential dwellings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building.
32. Facility Component: Any part of a facility including equipment.
33. Filter: A media component used in respirators or equipment to remove solid or liquid particles from air or water.
34. Fixed Object: A piece of equipment or furniture that cannot be removed from the work area.
35. Friable Asbestos Material: Any material containing more than 1 percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less

- than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM) verify the asbestos content by point counting using PLM.
36. Friable Upon Removal: A non-friable material, which becomes friable when disturbed during removal.
  37. Fugitive Source: Any source of emissions not controlled by an air pollution control device.
  38. Glovebag Technique: A method for removing small amounts of friable asbestos-containing material from fireproofed beams, HVAC ducts, short piping run, valves, joints, elbows, and other non-planar surfaces in a non-contained (plasticized) work area. The glovebag assembly is a manufactured or fabricated device consisting of a bag (typically constructed of plastic), two inward projecting long sleeve gloves, an internal tool pouch and an attached or pre-printed label. All workers who are permitted to use the glovebag technique must be trained, experienced and skilled in this abatement method.
  39. Grinding: To reduce to powder or small fragments and includes mechanical chipping or drilling.
  40. HEPA Filter: A high efficiency particulate air filter capable of removing particles greater than 0.3 microns in diameter with 99.97% efficiency using Dop testing methodology.
  41. HEPA Vacuum: A vacuum system equipped with HEPA filtration.
  42. HEPA Machine: Negative air machine equipped with HEPA filtration.
  43. HVAC: Heating, Ventilation and Air Conditioning System.
  44. Installation: Any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).
  45. L&I: Washington State Department of Labor and Industries, 805 Plum Street, S.E. (HC 412), Olympia, Washington 98504.
  46. Leak-Tight: Solids or liquids cannot escape or spill out. It also means dust tight.
  47. Malfunction: Any sudden and/or unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.
  48. Material Decon Unit: A decontamination system, which is utilized for transferring containerized waste from inside to outside of the work area.
  49. Movable Object: A piece of equipment or furniture in the work area, which can be removed from the work area.
  50. MSDS: Material Safety Data Sheet.
  51. Mudded Pipe Insulation Section: A continuous section of pipe insulation less than 12" in length, which may contain one or more plumbing fitting(s) (i.e., elbows, tees, valves, "y's", unions, etc.).
  52. Negative Air Machine: A specially designed fan mounted in a cabinet that draws air from the contaminated space into pre-filters and a HEPA filter.
  53. Negative Pressure Respirator: A respirator in which the air pressure inside the respirator is negative during inhalation in relation to the air pressure outside the respirator.
  54. Negative Pressure Enclosure: The negative pressure/local exhaust system, utilizing HEPA filtration capable of maintaining a negative pressure of 0.02 inches of water inside the work area and a minimum of four (4) air exchanges per hour

- from adjacent areas into the work area and exhausting clean, filtered air outside work area.
55. Negative Pressure: Air pressure lower than surrounding areas, generally caused by exhausting air from within the containment work area. A sufficient volume of air shall be exhausted to create a minimum pressure of -0.02 inches of water within the enclosure with respect to the area outside of the containment work area.
  56. NESHAP: The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).
  57. Non-Friable Asbestos-Containing Material: Any material containing more than 1 percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
  58. NIOSH: The National Institute for Occupational Safety and Health, Building "J" N.E., Room 3007, Atlanta, GA 30333.
  59. OSHA: The Occupational Safety and Health Administration, 1111 Third Avenue, #715, Seattle, WA 98101-3212.
  60. Outside Air: The air outside building, structure, negative air enclosure, containment or designated regulated area.
  61. Owner or Operator of a Demolition or Renovation Activity: Any person, who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person, who owns, leases, operates, controls, or supervises the demolition or renovation operation or both.
  62. PCM: Phase Contrast Microscopy
  63. PLM: Polarized Light Microscopy
  64. Particulate Asbestos Material: Finely divided particles of asbestos or material containing asbestos.
  65. Penetrating Encapsulant (Lock-down): Liquid material applied to asbestos-containing material to control airborne fiber release by penetrating the material and binding its components together.
  66. Personal Monitoring: Sampling the asbestos fiber concentrations within the breathing zone of an employee during representative operations as required by applicable regulations.
  67. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance outside the respirator to the concentration inside the respirator at the breathing zone of the wearer.
  68. Prior Experience: Experience required of the Contractor on asbestos projects of similar nature and scope to ensure the capability of performing asbestos abatement in a satisfactory manner. Similarities shall be in areas related to material composition, project size, abatement methods required, number of employees and the engineering, work practice and personal protection controls required.
  69. Regulated Area: An area established by the Contractor to demarcate areas where airborne concentrations of asbestos exceed or can reasonably be expected to exceed the permissible exposure limits. The regulated area may take the form of (a) a temporary enclosure, as required by WAC 296 62 07711, or (b) an area demarcated in any manner that minimizes the number of employees exposed to asbestos.
  70. Regulated Asbestos-Containing Material (ACM): (a) Friable asbestos material, (b) Category I Non-friable ACM that has become friable, (c) Category I Non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II Non-friable ACM that has a high probability of becoming or has

become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

- 71. Removal: To take off asbestos containing materials from surfaces or components of a facility.
- 72. Renovation: Altering a facility or one or more facility components in any way, including the stripping or removal of ACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.
- 73. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
- 74. Shower Room: A room between the clean room and the equipment room within the worker decontamination system supplied with hot and cold running water controllable at the tap, adequate soap and suitably arranged for complete showering.
- 75. Staging Area: Either the holding area or some areas near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.
- 76. Structural Member: Any loaded-bearing member of a facility, such as beams and load-bearing walls or any non-load supporting member, such as ceilings and non-load supporting walls.
- 77. Surfactant: A chemical wetting agent added to water to improve penetration.
- 78. Time Weighted Average (TWA): The average exposure to a contaminant in air measured during a specific time period, usually a shift, adjusted to eight hours.
- 79. Visible Emissions: An emission containing particulate asbestos material that is visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
- 80. Waste Generator: Any owner or operator of a source covered by Department of Transportation regulations whose act or process produces asbestos-containing waste material. All demolition debris materials, including asbestos-containing materials, except those containing substances classified as hazardous or dangerous by controlling local, state, or federal regulatory agencies, shall upon their demolition become the property of the Contractor.
- 81. Waste Shipment Record: The shipping document, required to be originated and signed by the waste generator, used to track, and substantiate the disposition of asbestos-containing waste material.
- 82. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.
- 83. Work Area: Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated because of such abatement actions.
- 84. Worker Decontamination System: A series of connected rooms, consisting of a clean room, a shower room and an equipment room separated from each other and from the work area by curtained doorways. This system is used for all worker entries and exits from the work area.
- 85. WSDOT: Washington State Department of Transportation, Transportation Building, KF-01, Olympia, WA 98504.

**1.05 REFERENCE STANDARDS:**

- A. General Requirements:
  - 1. All work under this contract shall be done in strict accordance with all applicable regulations, standards and codes governing asbestos abatement and in accordance with the "Standards of the Industry". This includes any other work, including trade work conducted in conjunction with the project.
  - 2. The most recent edition of any relevant regulation, standard, document, or code shall be in effect during the work, regardless of the effective date of this specification's governing contract. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be utilized. All regulatory revisions and requirements relating to this project after the contract is signed shall, nonetheless, be incorporated at no additional cost to the Owner.
  
- B. EPA Guidance Documents: Which discuss asbestos abatement work or hauling, and disposal of asbestos waste materials are listed below for the Contractor's information only. These documents do not describe the work and are not a part of the work of this contract. The EPA maintains an information number of (800) 334 8571.
  - 1. Asbestos-Containing Materials in Buildings - A Guidance Document. Parts 1&2 (Orange Books) EPA C00090 (out of print).
  - 2. Guidance for Controlling Asbestos-Containing Materials in Buildings (Purple Book) EPA 560/5-85-024.
  - 3. Friable Asbestos-Containing Materials in Schools: Identification and Notification Rule (40 CFR Part 763).
  - 4. Evaluation of the EPA Asbestos-in-Schools Identification and Notification Rule. EPA 560/5-84-005.
  - 5. Asbestos in Buildings: National Survey of Asbestos-Containing Friable Materials. EPA 560/5-84-006.
  - 6. Asbestos in Buildings: Guidance for Service and Maintenance Personnel. EPA 560/5-85-018.
  - 7. Asbestos Waste Management Guidance. EPA 530-SW-85-007.
  - 8. Asbestos Fact Book. EPA Office of Public Affairs.
  - 9. Asbestos in Buildings. Simplified Sampling Scheme for Friable Surfacing Materials.
  - 10. Commercial Laboratories with Polarized Light Microscopy Capabilities for Bulk Asbestos Identification.
  - 11. A Guide to Respiratory Protection for the Asbestos Abatement Industry. EPA-560-OPTS-86-001.
  
- C. General Applicability of Codes, Regulations and Standards: Except to the extent that more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect and are incorporated into the contract documents by reference as if copied directly into the contract documents.
  
- D. Federal Requirements: Which govern asbestos abatement work or hauling and disposal of asbestos waste materials including but not limited to the following:

1. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:
  - a. Occupational Exposure to Asbestos, Tremolite, Anthophyllite and Actinolite; Final Rules Title 29, Part 1910, Section 1001 and Part 1926, Section 58 of the Code of Federal Regulations.
  - b. Respiratory Protection Title 29, Part 1910, Section 134 of the Code of Federal Regulations.
  - c. Construction Industry Title 29, Part 1926, of the Code of Federal Regulations.
  - d. Access to Employee Exposure and Medical Records Title 29, Part 1910, Section 2 of the Code of Federal Regulations.
  - e. Hazard Communication Title 29, Part 1910, Section 1200 of the Code of Federal Regulations.
  - f. Specifications for Accident Prevention Signs and Tags Title 29, Part 1910, Section 145 of the Code of Federal Regulations.
  
2. U.S. Environmental Protection Agency (EPA), including but not limited to:
  - a. Regulation for 40 A of the Code of Federal Regulations 763.
  - b. National Emission Standard for Hazardous Air Pollutants; Asbestos, NESHAP Revision; Final Rule, 40 CFR, Part 61, of the Federal Register.
  - c. Office of Solid Waste publication Asbestos: Waste Management Guidance (EPA/530-SW-85-007).
  
3. Department of Transportation (DOT) including, but not limited to the following:
  - a. Hazard Material Regulations (HMR) 49 CFR parts 171-180.
  - b. 49 CFR part 107, et. seq., Performance-Oriented Packaging Standards; Changes of Classification, Hazard Communication, Packaging and Handling Requirements Based on UN Standards and Agency Initiative; Final Rule.
  
- E. Washington State Requirements: WISHA rules which govern asbestos abatement work or hauling and disposal of asbestos waste material including but are not limited to the following:
  1. General Occupational Health Standards Chapter WAC 296 62.
  2. Asbestos Removal and Encapsulation Chapter WAC 296 65.
  3. Safety Standards for Construction Work Chapter WAC 296 155.
  4. Parts – Demolition WAC 296.155.975.
  5. WISHA Regional Directives 79 23 (Amended) regarding minimum airborne fiber concentration for initiation and continuing asbestos medical examinations, 80 16 (amended) regarding respirable air supplied by oil-lubricated compressors, 83 10 (Amended) regarding respirator requirements for removal, demolition, and spraying of asbestos, 87 2 Respiratory Protection Requirements for negative pressure enclosures
  6. Safety Standards Chapter WAC 296 24.
  7. WISHA/Department of Occupational Safety and Health Directive 23.90: Respiratory Protection for Class I Asbestos Work, dated July 6, 2022.
  
- F. Local Requirements which govern asbestos abatement work or hauling, and disposal of asbestos waste materials include but are not limited to the following:



1. Puget Sound Clean Air Agency (PSCAA) Regulation III, Article 4-Asbestos Control Standard.

**1.06 ASBESTOS ABATEMENT SUBMITTALS:**

- A. Contractors shall provide complete submittals as specified below for review by the Owner's representative. If applicable, submittals should be provided in accordance with Section 01 33 00: Submittals.
- B. Pre-Work Submittals: Submittals must be suitably titled and indexed, providing detailed information concerning the following items as a minimum in the order listed below:
  1. Written Health and Safety Plan that includes the following elements:
    - a. Company Accident Prevention Plan: that includes a phone contact list containing the names, addresses, telephone numbers and email addresses of the contractor; contractor's supervisor, and all other contractor personnel who may be required to assist during project work.
    - b. Hazard Communication Plan: submit MSDS for all materials to be used in the work.
    - c. Respiratory Protection Plan (for each contractor that has workers onsite that may be required to wear respirators).
      - 1) Documentation by letter signed by Contractor that all employees or agents required to wear a negative pressure respirator has been medically evaluated in accordance with WAC 296-62, Part E.
      - 2) Document NIOSH approvals for all respiratory protective devices utilized on site, including a list of approved components (parts) for each type of respirator that may potentially be used on the project.
      - 3) Document by letter signed by Contractor that respirator fit testing for all contractor employees and agents who wear a negative pressure respirator is current. This fit testing shall be in accordance with quantitative procedures as detailed in the WAC 296 62, Part E.
      - 4) Medical Surveillance Program
      - 5) Site Housekeeping Plan
      - 6) Daily Job Submittals (examples of forms to be submitted)
  2. Asbestos Work Plan (General): Include a detailed plan of the procedures proposed for use in complying with the requirements, including the following:
    - a. Methods: A description of all techniques, methods, and special equipment to be used during the contract, including methods for abatement work required for this project (negative pressure enclosures with worker decontamination and waste load-out, mini-enclosures, glovebags, removal of contaminated soils, etc.). Include typical work procedures for each unit of work identified on the bid documents.
    - b. Shop Drawings: Provide shop drawings at each work area throughout the contract duration to show the layout of containment, exhaust route, regulated area barriers, construction barriers, etc. Show where the negative air machines, worker decontamination chambers, waste load-out areas, power,

- and make-up air will be placed. Include view window and manometer locations. This information will be submitted and approved by the Owner's representative, 72 hours prior to the start of work.
- c. Handling of Waste: Specific information relating to handling, transport, and disposal of asbestos-containing waste.
    - 1) Landfill: Identify the proposed disposal site at which any waste material generated during the project will be disposed and furnish evidence of all necessary government approvals to dispose of the waste.
3. Laboratory Qualification Information: Submit the proposed Independent Testing Laboratory's written Laboratory Quality Control Program.
- a. The Laboratory shall prove proficiency in the AIHA/NIOSH PAT Program and NVLAP program. The submitted copy of the Quality Control Program shall minimally meet or exceed WISHA standards. Failure to comply with these standards will require lab work to be subcontracted to another laboratory at no additional cost to the Owner.
4. Air Monitoring Program: The Air Monitoring Program shall include the proposed sampling plan, sampling procedures, and field quality control procedures of the firm conducting the air monitoring. Each type of enclosure will require a specific air monitoring plan (negative pressure enclosures with worker decontamination and waste load-out, mini-enclosures, glovebags).
- a. Worker Certification: Submit copies of Asbestos Supervisor and Asbestos Worker Certifications for employees scheduled to work on the project in compliance with WAC Chapter 296-65-010.
  - b. Contractor Certification: Contractor shall submit proof of current certification of Contractor by L&I as a certified asbestos abatement firm.
  - c. Asbestos Supervisor/Competent Person: Submit the name, Asbestos Supervisor Certification, and resume of experience of the assigned onsite supervisor. At a minimum, the supervisor shall have successfully completed a Supervisor Training Course in compliance with WAC Chapter 296-65-007.
  - d. Respirator Fit Test Records: Submit a copy of the quantitative and qualitative fit-test records for personnel performing asbestos work.
5. Notifications: Submit a copy of all required notifications and permits obtained by the Contractor (Washington State Department of Labor and Industries and Puget Sound Clean Air Agency [PSCAA]). Submit upon receipt any approved amendments to notifications or re-notification for multi-phase activities.
- C. Construction Phase Submittals: Submit the following information daily to the Owner and Owner's representative. This information shall be submitted prior to the start of work on the next scheduled work shift (if applicable).
- 1. Air and bulk sample data collection sheets and laboratory analytical results. The laboratory results, signed by the lab manager, shall be returned to the site prior to the start of abatement for the same work shift the following day.
  - 2. Certified Asbestos Supervisor daily inspection report.

3. Bonds and Insurance: Submit upon receipt any approved amendments to notifications or re-notification for multi-phase activities.
- D. Post construction submittals: Asbestos Work Records – The Contractor shall submit to the Owner and Owner’s representative within TWENTY-FIVE days after substantial completion of the regulated building material work, the following:
1. Project Overview: Provide a basic project summary identifying the scope and summarizing the work performed by the Contractor. Provide enough information to have a basic understanding of the project and include project and contact names and ID numbers, Contractor’s company name, where, when, and what type of work was completed, and discussion of significant problems encountered during the work. Written summary shall include a description of all changes or modifications to the Contractor’s pre-construction Work Plan.
  2. Certification: Provide written certification from the Contractor’s Project Manager or Supervisor that the Contractor has fully inspected the work area and completed work in strict accordance with the Specifications.
  3. Air Monitoring: Submit documentation of all contractor/sub-contractor air monitoring results relative to regulatory compliance. Include copies of all air monitoring data sheets, chain-of-custody documentation and analysis reports for sampling conducted at the site.
  4. Project Record Documents: Provide project records including documentation of all contract changes, and copies of work site entry logbooks, safety logs, sign-in sheets, and supervisor daily field reports. Provide copies of project meetings for pre-abatement, construction period, and project closeout meetings.
  5. Disposal Manifests: Submit copies of all asbestos waste disposal transportation and disposal manifests including signed receipts from the landfill, and chain-of-custody.
  6. Submit copies of amendments or modifications to pre-construction, Notices, and Permits that were filed with regulatory agencies during the project.
  7. Submit copies of inspections or visits by regulatory agencies. Include copies of any citations or notices received by the Contractor from regulatory agencies during the project.

**1.07 AIR MONITORING:**

- A. The following describes air monitoring to verify that the building beyond the work area and the outside environment remain uncontaminated. This section also sets forth airborne fiber levels both inside and outside the work area as action levels and describes the action required by the Contractor if an action level is met or exceeded.
- B. The Contractor is required at its own expense to take its own employee air samples by L&I per the following regulations:
  1. WAC 296-62-07709 (Exposure Monitoring)
  2. WAC 296-62-07735 (Appendix A)
- C. The air samples must be analyzed by a laboratory in accordance with the following:

1. Personnel conducting onsite asbestos air sample analysis shall be listed on AIHA's Registry of Proficiency and shall have successfully completed NIOSH 582 (or equivalent) training.
2. The laboratory conducting bulk sample analysis shall be accredited by the United States Department of Commerce, National Institute of Standards and Technology's NVLAP program.
3. The laboratory conducting analysis of air samples shall be satisfactory participants in the NIOSH Proficiency Analytical testing (PAT) program and AIHA Registry and shall produce their PAT number and results on request.

D. Air Monitoring Requirements (interior abatement areas only):

1. Baseline/Pre-abatement Air Monitoring: Prior to beginning asbestos abatement tasks, the Contractor shall conduct air monitoring to determine the relative airborne fiber concentrations in an area during the normal functioning of that building or space.
2. Personal Samples: The Contractor shall daily conduct representative personal monitoring in each abatement work area on each representative work activity.
3. Final Air Clearance: The contractor shall conduct aggressive air sampling of the regulated area after the Owner and/or Owner's representative certifies visual clearance and bridging and penetrating encapsulant has been applied. The containment will remain in place until the Contractor's final air clearance analytical results meet acceptable levels. Paragraph 3.09 details the work area clearance process.
4. Where feasible, samples shall be collected according to the WISHA Reference Method (WAC 296 62 07735, Appendix A) and Detailed Procedure for Asbestos Sampling and Analysis (WAC 296 62 07737, Appendix B) and NIOSH Method 7400 (as revised). All samples shall be collected at a height of approximately 60 inches above the working floor for projects with 8-10-foot ceiling heights, unless otherwise directed.

E. Analytical Methods: The following methods will be used for analyzing filters used to collect air samples other than clearance:

1. Twenty-five-millimeter (25 mm) cellulose ester filters with 50mm conductive cowl extensions will be used for all sampling. Sampling and analysis for personal samples will be conducted according to the OSHA/WISHA Reference Method. Area clearance samples will be analyzed according to the NIOSH 7400 Method using airflow rates between 1 - 10 liters per minute. At least 1200 liters of air will be collected. All inside and outside air sampling shall be continuous throughout work shift.
2. TEM analysis will be NIOSH 7402 method.

F. Sample Volumes: Sample volumes shall be sufficient to establish the quantification limit (QL) necessary for the type of sample collected. The formulas listed in the WISHA Reference Method will be used to calculate sample volumes and/or flow rates. Sample volumes will be sufficient to collect between 100-1300 fibers per square millimeter (f/mm<sup>2</sup>) of filter area. At a minimum, for Pre-abatement and Clearance samples, the QL will be 0.005 f/cc based on the EPA suggested minimum filter loading of 10 fibers in 100 fields counted. For personal samples, the QL will be 0.05 f/cc. Note: this cannot be accomplished with a STEL.

G. Laboratory Testing:

1. The Contractor will have a qualified laboratory perform analysis of the air samples required to monitor abatement procedures. The laboratory results, signed by the lab manager, shall be returned to the site prior to the start of abatement for the same work shift the following day.
2. Written Reports: All air monitoring test results and daily inspection logs will be posted at the job site daily.

**PART 2 - PRODUCTS**

**2.01 MATERIALS:**

A. GENERAL:

1. Damaged, deteriorating or previously used materials shall not be used and shall be removed from the worksite and disposed of properly.
2. Polyethylene sheeting for walls and stationary objects shall be a minimum of 6 mil thick. For floors and all other uses sheeting of at least 6 mil thickness shall be used in widths selected to minimize the frequency of joints. Polyethylene shall be fire retardant per UL Ratings and ASTM standards D-2898-81 and D-3201-79.
3. Disposal bags shall be 6 mil polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.150 (a) (i) (iv) (v) or WISHA Chapter 296 62 0072.
4. Disposal drums shall be metal or fiberboard with locking ring tops; labeled in accordance with EPA regulation 40 CFR 61.150 (a) (i) (iv) (v).
5. Warning signs as required by WISHA Chapter 296 62 07721.

B. SURFACTANT: (wetting agent): shall be a 50/50 mixture of Polyethylene ester and polyoxyethylene ester, or equivalent, mixed in a proportion of 1 fluid ounce to 5 gallons of water as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331 56- "Surface and Interfacial Tension of Solutions of Surface-Active Agents.")

C. ENCAPSULATION PRODUCTS:

1. Encapsulation materials shall be the penetrating type and conform with the following characteristics:
  - a. Encapsulants should not be solvent-based or utilize a vehicle consisting of hydrocarbons.
  - b. Encapsulants shall be non-flammable.

D. ENCLOSURE:

1. Enclosure materials shall be fire-retardant and conform to the applicable local fire codes.

- 2. The enclosures shall be constructed of materials such that when the enclosure is completed there is limited potential for impact damage to the enclosure and no potential for fiber release.

**2.02 EQUIPMENT:**

A. GENERAL (all abatement projects):

- 1. A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI 29.2 79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5 83-002 Guidance for Controlling Friable Asbestos-Containing Materials in Buildings Appendix F: Recommended Specifications and operating procedures for the use of negative pressure systems for asbestos abatement shall be utilized so as to provide one work place air change every 15 minutes.

- 2. To calculate total air flow requirement:  

$$\text{Total ft}^3/\text{min} = \frac{\text{Vol. of work area (in ft}^3\text{)}}{15 \text{ min}}$$

To calculate the number of units needed for the abatement:

$$\text{Number of units needed} = \frac{[\text{Total ft}^3/\text{min}]}{[\text{Capacity of unit in ft}^3/\text{min} \times 70\%]}$$

If air-supplied respirators are utilized, estimate the volume of supplied air, and add to workplace air volume when calculating ventilation requirements. For mini-enclosures and glove bags, a HEPA filtered vacuum system may be utilized to provide negative air pressure. Enough air shall always be exhausted to create a minimum pressure of -0.02 inches of water within the enclosure with respect to outside the enclosure.

- 3. Contractor shall install and maintain a continuous read strip chart, or similar digital recording differential pressure meter (manometer).
  - a. Adhere strictly to manufacturer’s recommendations for calibration of manometer.
  - b. The manometer must be equipped with an audible system programmed to sound if pressure within the enclosure in respect to pressure outside the enclosure drops to -0.01 inches of water or lower.
- 4. Type “C” air supplied respirators operated in the pressure demand mode with full face pieces and HEPA-filtered escape cylinders are required by WISHA for negative pressure containment abatement work until the successful completion of final clearance air monitoring. Powered air purifying respirators may be utilized for negative pressure containment work as applicable under Washington Department of Occupational Safety and Health Directive 23.90. Spectacle kits and eyeglasses must be provided for employees who wear glasses and who must wear full-face piece respirators. Respirators shall be provided that have been tested and approved by the National Institute of Occupational Safety and Health for use in asbestos contaminated atmospheres.
- 5. Compressed air systems shall be designed to provide air volumes and pressures to accommodate respirator manufacturer’s specifications. The compressed air systems shall have a receiver of adequate capacity to allow escape of all respirator

wearers from contaminated areas in the event of compressor failure. Compressors must meet the requirements of 29 CFR 1910.134(d). Compressors must have an in-line carbon monoxide monitor, and periodic inspection of the carbon monoxide monitor must be evidenced. Documentation of adequacy of compressed air systems/respiratory protection system must always be retained onsite. This documentation will include a list of compatible components with the maximum number and type of respirators that may be used with systems providing air of sufficient quality (Grade D breathing air as described in Compressed Gas Association Commodity Specifications G 7.1.)

- a. At least two (2) dedicated air lines and respirators shall always be available to the Owner and/or Owner’s representative or regulatory agency personnel. Contractor shall provide clean respirators in good repair for the Owner and/or Owner’s representative or regulatory agency personnel’s use.
- 6. Full body disposable protective clothing, including head, body, and foot coverings (unless using footwear as described in 2.02 A 8) consisting of material impenetrable by asbestos fibers (Tyvek or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.
- 7. Additional safety and fall protection equipment (e.g., hard hats meeting the requirements of ANSI Standard Z89.1 2009, eye protection meeting the requirements of ANSI Standard Z87.1 2003, safety shoes meeting the requirements of ANSI Standard Z41.1 1991, disposable PVC gloves) as necessary shall be provided to all workers and authorized visitors.
- 8. Non-skid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
- 9. Only single-use, disposable towels and clothing will be allowed.
- 10. A sufficient supply of disposable mops, rags and sponges for work area decontamination shall be available.
- 11. For mini-enclosures and glove bags, a HEPA-filtered vacuum system shall be utilized to provide negative air pressure where applicable.

B. Scaffolding:

- 1. Any scaffolding used must be cleaned with no visible debris prior to bringing scaffolding onsite and completely free of debris during and after installation.
- 2. Follow all manufacturer recommendations and all applicable regulations in the set-up, use and teardown of all scaffolding used.
- 3. The Contractor’s designated competent person shall be onsite during all scaffolding set-up, use and teardown.

**PART 3 - EXECUTION**

**3.01 INSPECTIONS:**

A. Pre-abatement:

- 1. The abatement work shall not begin until:

- a. The Contractor and the Owner and/or Owner's representative have inspected the site to ensure that work can begin.
  - b. Negative pressure ventilation and supplied air systems, if used, are functioning adequately. Contractor must test all systems.
  - c. All required pre-work submittals, notifications, postings, and permits have been provided and are satisfactory to the Owner and/or Owner's representative.
  - d. All equipment for abatement cleanup and disposal is on hand.
  - e. All worker and supervisor training, certification and medical monitoring are current, and documentation is available on the job site.
- B. Throughout the Project: The Contractor's competent person shall perform daily inspections of the site. The Owner and/or Owner's representative may perform routine inspections of the site to assure compliance with applicable regulations and the project plans and specifications. The Contractor's competent person must generate a written daily report.
- C. Post-Abatement: The Clearance process is discussed in Paragraph 3.8 of this section.

**3.02 SITE SECURITY:**

- A. The work area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees; employees of subcontractors; and Owner and/or Owner's representative employees; federal, state, and local inspectors and other authorized or designated individuals. A list of authorized personnel shall be established by the Contractor prior to job start and posted as directed by these specifications. Except for emergency response personnel, the Contractor shall approve unannounced visitors not listed above prior to project area entry.
- B. For projects requiring the use of a negative pressure enclosure, a logbook shall be maintained in the clean room area of the worker decontamination system. Everyone who enters the work area must sign in, recording: name, affiliation (Contractor, regulatory agency, etc.), work phone number, purpose of entry: acknowledge existence, review and understanding of the project's emergency contingency plan and time in and time out for each entry. Contractor shall be responsible for site security during abatement operations.

**3.03 EMERGENCY PLANNING:**

- A. Emergency contingency plans shall be developed by the Contractor prior to initiation of any work. These plans shall be a component of the Contractor's Health and Safety Plan.
- B. Emergency planning shall include consideration of containment collapse (through negative pressure pull-down) or breach (hit, cut or torn by), fire explosion, toxic atmosphere, electrical hazards, slips, trips and falls, confined spaces and heat related injury. Written procedures shall be developed and employee training in these procedures shall be provided and documented. Emergency planning shall include procedures to follow in the event of power disruptions during work in a negative air enclosure.



- C. Employees shall be trained in evacuation procedures in the event of workplace emergencies.
  - 1. For non-life-threatening situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the workplace to obtain proper medical treatment.
  - 2. For a life-threatening injury or illness, measures to stabilize the injured worker, remove them from the workplace and secure proper medical treatment shall take priority over worker decontamination.
- D. Telephone numbers of all emergency response personnel shall be prominently posted in the clean room, adjacent to the containment in the project area.

**3.04 PERSONNEL PROTECTION REQUIREMENTS:**

- A. Training: All personnel accomplishing asbestos abatement shall be the bearer of current "Certified Asbestos Worker Certificate" issued by the Washington State Department of Labor and Industries.
  - 1. Special onsite training specific to equipment and procedures unique to this job site shall be performed as required.
- B. Safety Meeting: The Contractor shall conduct a safety meeting at the beginning of the project and weekly thereafter. Topics to be discussed include, but are not limited to: emergency exiting routes and procedures, location of telephone and emergency numbers, fire extinguisher locations, first aid kit, special precautions for toxic or hazardous materials (MSDS information), protective equipment, scaffolding procedures, proper use of ladders, electrical safety, previous week's air sample results, etc. All attendees shall sign an acknowledgment of attendance.
- C. Protective Clothing: Provide protective equipment to all workers in the work area per paragraph 2.2.

**3.05 PREPARATION OF THE WORK AREA:**

- A. Post barrier tape and caution signs meeting the specifications of WISHA Chapter 296 62 07711 at the locations and approaches to a location where airborne concentrations of asbestos may be expected to exceed the pre-abatement concentration. Signs shall be posted at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of workplace enclosures or barriers. Placement of these signs will be behind the construction barrier walls erected by the Contractor and shall not be placed in a location visible to the public outside of the project area.
- B. All conduit joints, junction boxes, motor connections, motors, conveyors, control panels and associated equipment in the work areas shall be protected from amended water.

All wire in conduit that passes through the work area shall always remain energized, however the Contractor is responsible for all electrical safety.

- C. Pre-clean, remove furnishings and install drop cloths using HEPA filtered vacuums or wet cleaning methods as appropriate. Do not use methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos-containing materials during the pre-cleaning phase.
- D. Remove from the work area all objects that are movable to protect them from potential asbestos contamination.

**3.06 GENERAL REMOVAL PROCEDURES:**

- A. Wet all asbestos containing material with amended water solution using equipment capable of providing a fine spray mist. Avoid knocking the material loose during the wetting operation. Saturate the material to substrate prior to removal; however, do not allow excessive water to accumulate in the work area. Keep all removed material saturated until it can be containerized for disposal. Maintain a high humidity in the barrier or enclosure throughout the abatement period by misting or spraying to ensure material saturation and reduce the potential for elevated airborne concentrations. Wetting procedures are not equally effective on all types of asbestos-containing materials. Nonetheless, they shall be used in all cases.
- B. Double bag all waste material prior to removal from the enclosure system or immediately upon removal of the barrier (glove bag).
- C. The work area shall be cleaned of all ACM prior to the visual inspection by the Owner and/or Owner's representative. If any accumulation of residue is observed, it will be assumed to be asbestos. Re-cleaning may be required, at no additional cost to the Owner, until all suspect material is removed. Re-cleaning and inspection will continue until no visible suspect material remains. After the work area passes the visual inspection, the Contractor shall perform encapsulation of all cleaned surfaces.
- D. Refer to Paragraph 3.08 of this specification for work area clearance process.

**3.07 NEGATIVE PRESSURE ENCLOSURE:**

- A. Prepare work area as indicated in Paragraph 2.01, this section.
- B. Verify shut down and lock out all heating, cooling, and air conditioning system (HVAC) components that are in, supply, or pass through the containment area, if possible. Seal all ducts and smoke test the containment before beginning abatement work within the enclosure.
- C. Pre-clean all fixed objects in the containment area using HEPA filtered vacuums and/or wet cleaning techniques as appropriate. Careful attention must be paid to machinery bind grills or gratings where access may be difficult, but contamination significant. Pay particular attention to wall, floor, and ceiling penetrations behind fixed items. After pre-

cleaning, enclose fixed objects in 6-mil polyethylene sheeting and seal securely in place with tape.

- D. Seal off all windows, doorways, elevator openings, corridor entrances, drains, ducts, grills, grates, diffusers and all other openings between the containment area and uncontaminated areas outside of the containment area including the outside of the building, tunnels, and crawl spaces with 6 mil polyethylene sheeting and tape.
- E. Cover floors in the containment area with polyethylene sheeting as follows:
  - 1. Seal all floor drains and other floor openings in area with 6 mil sheeting and duct tape.
  - 2. Plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring material. A distance of at least 6 feet between seams is required. Do not locate seams at wall/floor joints or cracks in the concrete flooring.
  - 3. Floor sheeting shall extend to at least 12 inches up the sidewalls of the containment area.
  - 4. Sheeting shall be installed in a fashion to prevent slippage between successive layers of material.
- F. Clearly identify and maintain emergency and fire exits from the work area.
- G. Cover walls in the containment area with polyethylene sheeting as follows:
  - 1. Seal all opening in wall with critical barriers with 6 mil polyethylene sheeting and duct tape. Ensure airtight seal.
  - 2. Each wall surface shall be covered with two (2) layers of 6 mil polyethylene sheeting.
  - 3. Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least 6 feet.
  - 4. Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.
  - 5. Install two or more transparent plastic viewing ports in the walls of the enclosure in such a manner to allow unobstructed viewing of all components within the enclosure, which are involved in the project. Existing windows shall be utilized for viewing ports as needed. Movable curtains on the outside shall cover viewing ports.
- H. Worker Decontamination Facility:
  - 1. Worker decontamination enclosure systems shall be provided for workers entering or exiting the containment area. The worker decontamination shall consist of a clean change room, a shower, and an equipment room, each separated from each other and from the containment area by curtained doorways. The decontamination unit shall be constructed of metal, wood, or plastic framing systems. A worker decontamination facility is required for any Class I asbestos work involving greater than 25 linear feet or 10 square feet.

2. The worker decontamination enclosure systems constructed at the work site shall utilize 6 mil opaque black or white polyethylene sheeting or other acceptable materials for privacy.
  3. The worker decontamination facility should be constructed contiguous to the negative - pressure work area or regulated area for Class I work. Where construction contiguous to work area is not feasible, the decontamination facility shall be constructed with a polyethylene-lined tunnel connecting the decontamination facility to the work.
  4. Entry to and exit from all material decontamination chambers and decontamination enclosure systems shall be through curtained doorways consisting of two (2) sheets of overlapping polyethylene sheeting. One sheet shall be secured at the top and left side, the other sheet at the top and right side. Both sheets shall have weights attached to the bottom to ensure that they hang straight and maintain a seal over the doorway when not in use. Doorway designs providing equivalent protection and acceptable to the Owner and/or Owner's Consultant may be utilized. Inverted T double sheet doorway with a flap door is also acceptable.
  5. Clean room shall be sized to adequately accommodate the work crew. Benches shall be provided as well as storage for employees' street clothes. Shelves for storing respirators shall also be provided in this area. Clean work clothes (if required under disposables); clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply at the clean room. A location for postings shall be provided in this area. Lighting, heat, and electricity shall be provided as necessary for comfort.
- I. Air Pressure Differential:
1. Provide a fully operational negative air system within the work area and continuously maintain a pressure differential across work area enclosures of 0.02 inches of water column.
  2. Provide fully operational negative pressure systems supplying a minimum of one air change every 15 minutes. Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height. Determine total ventilation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by the air change rate.
  3. Provide a minimum of one back-up negative air for every four primary negative air units used. A minimum of one back-up negative air unit will be required if less than four primary units are used. The back-up negative air unit(s) shall be of equal capacity to primary unit(s).
- J. Once constructed and reinforced as necessary with negative pressure ventilation units in operation as required, test enclosure for leakage utilizing smoke tubes. Repair or reconstruct as needed.
- K. Clearly identify and maintain emergency and fire exits from the containment area.
- L. Remove, clean, and enclose in polyethylene the ceiling mounted objects such as lights and other items that may interfere with the abatement process and were not previously cleaned and sealed off. Utilize localized spraying of amended water and/or HEPA vacuums to reduce fiber dispersal during the removal of these fixtures.

**3.08 WORK AREA CLEARANCE**

- A. The abatement work is complete when the work area is visually clean, and the Contractor determines that the area is ready for the visual inspection process. The following work area clearance process shall apply to all work areas where Class I or II asbestos project work was completed, except for outdoor work, where clearance sampling is not required.
  - 1. Following Contractor certification that work area is visually clean the Owner's Consultant will perform a visual inspection of the project area.
  - 2. If deficiencies are encountered during the inspection, the Owner's Consultant shall create a punch list and forward to the Contractor.
  - 3. Contractor shall resolve all punch list items and repeat the work area clearance process at no additional cost to the owner. The Owner will not be charged for the cleanup time, materials, air monitoring costs, or delay costs. Delays resulting from non-compliant visual inspections will not constitute an extension to the project time.
  - 4. Upon receipt of visual clearance, the Contractor shall apply a lockdown type encapsulant to surfaces on which asbestos has been removed.
    - a. In cases when negative pressure enclosures have been used, maintain operation of negative air system during the encapsulation process.
    - b. Mix ratio of encapsulant shall be manufacturer's to recommendations.
    - c. Apply encapsulant with airless sprayer on to substrate.
  - 5. After encapsulation, the Contractor shall conduct final clearance sampling as per this section.
  - 6. Clearance samples will be taken as follows. As determined by the Owner or Owner's representative on a case-by-case basis for work areas where Class I or Class II work has taken place, aggressive sampling may be required as shown in item 3.08 6. a. below.
    - a. Before sampling pumps are started, the exhaust from forced air equipment (leaf blower with at least 1 horsepower electric motor) will be swept against the walls, ceilings, floors, ledges, and other surfaces in the room. This procedure will be continued for 1 minute per 1,000 square feet of area. Fans may be used to circulate air within work enclosure.
    - b. Samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations and sites near windows, doors or vents in areas coinciding with pre-abatement sample locations.
    - c. The HEPA machines must be left running during the procedure.
    - d. The Owner's Consultant may collect quality assurance final clearance air samples. Conflicts between Contractor's clearance air monitoring analytical results and Owner's Consultant QA/QC analytical results will be resolved as specified in 1.7 Air Monitoring.
- B. General: The number and volume of air samples taken, and analytical methods used will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical instruments used.

- C. In each work area after completion of all cleaning work, a minimum of one (1) sample and one lab blank will be taken at a flow rate of 1 to 10 liters per minute to give a fiber density of between 100 to 1,300 fibers/mm<sup>2</sup> on the filter and analyzed as follows:
  - 1. Analysis: Fibers on each filter will be measured using the NIOSH 7400 procedures. At least 1200 liters of air will be collected.
  - 2. Release Criteria: Decontamination of the work area is complete when every clearance sample is equal or less than 0.01 fibers/cc or less than pre-abatement levels whichever is lower. If any sample exceeds 0.01 fibers/cc, then the decontamination is incomplete and re-cleaning is required.
  - 3. The services of a testing laboratory will be employed by the Contractor to perform laboratory analysis of the air samples. Verbal laboratory results will be available within eight (8) hours of taking clearance samples. A complete record of all air monitoring tests and inspections will be furnished to the Owner and/or Owner's Consultant via the Contractor within 24 hours of sample collection.
- D. Following review and acceptance of the Contractor and Owner's consultant's QA/QC final air clearance results, the Owner's consultant will complete the Certificate of Clearance form.

**3.09 DISPOSAL PROCEDURES:**

- A. Shower water shall be drained, collected, and filtered through a system with at least a 5.0-micron particle size collection capability.
- B. Sealed and labeled containers of asbestos containing waste shall be removed from the immediate project area and transported to the prearranged disposal location as the work progresses.
- C. Labeling: Each bag of asbestos waste shall be pre-labeled in accordance with 29 CFR 1910.1200 (f) of OSHA's Hazard communication Standard as follows:

|                          |
|--------------------------|
| DANGER                   |
| CONTAINS ASBESTOS FIBERS |
| MAY CAUSE CANCER         |
| CAUSES DAMAGE TO LUNGS   |
| DO NOT BREATHE DUST      |
| AVOID CREATING DUST      |

In addition, a second pre-printed label must be present on each bag in accordance with 49 CFR Parts 171 and 172 of U.S. Department of Transportation regulation as follows:

|                        |
|------------------------|
| RQ HAZARDOUS SUBSTANCE |
| SOLID, NOS             |
| ORM-E, NA 9188         |
| (ASBESTOS)             |

- D. All demolition debris materials, including asbestos-containing materials, except those containing substances classified as hazardous or dangerous by controlling local, state, or federal regulatory agencies, shall upon their demolition become the property of the Contractor. All such material, including those containing hazardous or dangerous substances, shall be removed, and properly disposed of away from the site and on property not owned by the Owner.
- E. Disposal must occur at an authorized site in accordance with regulatory requirements of PSCAA, Article 4, Regulation III and applicable state and local guidelines and regulations.
- F. Waste shipment, waste manifest, and disposal records shall be delivered to the Owner and/or Owner's Consultant within 25 days of completion of the abatement work. This information shall document the pickup site and disposal site, the quantity of the asbestos waste and the type of containers used. The Contractor and the Disposal Site Operator shall sign waste manifest. If a separate hauler is employed, their name, address, telephone number and signature shall also appear on the manifest.
- G. Transportation to the Landfill:
  - 1. All transportation of asbestos containing waste material shall adhere to federal, state, and local regulations, including, but not limited to:
    - a. Hazard material regulation 48 CFR parts 171.180.
    - b. 49 CFR part 107.
- H. Disposal at the Landfill:
  - 1. Bags, drums, and components may be inspected, as they are off-loaded at the disposal site. Material in damaged containers shall be repacked in empty drums or bags, as necessary.
  - 2. Waste containers shall be placed on the ground at the disposal site, not pushed, thrown, or dumped out of trucks.
  - 3. Following the removal of all containerized waste, the truck cargo shall be decontaminated using HEPA vacuums or wet methods to meet the no visible residue criteria. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials and protective clothing in bags or drums at the disposal site.

**END OF SECTION**

**CERTIFICATE OF CLEARANCE**

**CONTRACTOR CERTIFICATION OF VISUAL INSPECTION**

In accordance with Section 02 82 00, Paragraph 3.8 "Work Area Clearance", the Contractor's supervisor/competent person hereby certifies that he/she has visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, Decontamination Unit, sheet plastic, etc.) and has found no dust, debris, or residue.

|                       |                  |               |            |
|-----------------------|------------------|---------------|------------|
| IDENTITY OF WORK AREA | QUANTITY REMOVED | DATE          | TIME       |
|                       |                  |               |            |
| COMPETENT PERSON      | SIGNATURE        | CERTIFICATE # | EXPIRATION |
|                       |                  |               |            |

**OWNER'S REPRESENTATIVE CERTIFICATION OF VISUAL INSPECTION**

In accordance with Section 02 82 00, Paragraph 3.08 "Work Area Clearance" the Owner's Representative hereby certifies that they have visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, Decontamination Unit, sheet plastic, etc.) and have found no dust, debris, or residue.

|                          |                  |                 |                       |
|--------------------------|------------------|-----------------|-----------------------|
| AHERA BUILDING INSPECTOR | SIGNATURE        | CERTIFICATE NO. | EXPIRATION            |
|                          |                  |                 |                       |
| IDENTITY OF WORK AREA    | QUANTITY REMOVED | PASS            | FAIL<br>SEE PUNCHLIST |
|                          |                  |                 |                       |

**CONTRACTOR'S FINAL AIR CLEARANCE CERTIFICATION**

The Contractor hereby certifies that he/she has conducted air clearance sampling (after encapsulation) according to the specifications and this sampling is valid to the best of his/her knowledge and belief. Contractor must attach chain of custody and final laboratory results.

|                       |                   |           |            |
|-----------------------|-------------------|-----------|------------|
| IDENTITY OF WORK AREA | AIR SAMPLE I.D. # | FLOW RATE | VOLUME     |
|                       |                   |           |            |
| DATE                  | TIME              | ANALYST   | LABORATORY |
|                       |                   |           |            |
|                       |                   |           | RESULTS    |
|                       |                   |           |            |

**AHERA BUILDING INSPECTOR APPROVAL FOR RE-OCCUPANCY / DEMOLITION**

by: (Signature) \_\_\_\_\_ date \_\_\_\_\_

PRINT NAME \_\_\_\_\_ Certificate No. \_\_\_\_\_ Exp. date \_\_\_\_\_



**SECTION 02 83 00**

**LEAD IN CONSTRUCTION**

**PART 1 - GENERAL**

**1.01 RELATED WORK DESCRIBED ELSEWHERE**

- A. The provisions and intent of the contract, including the General Conditions, Special Conditions and General Requirements apply to this work as if specified in this Section. Work related to this Section is described in:
  - 1. Section 02 82 00 – Asbestos Abatement
  - 2. Section 02 84 16 – Universal and other Regulated Waste Activities

**1.02 DESCRIPTION OF WORK**

- A. General work items include, but are not necessarily limited to:
  - 1. Paint coatings within the project buildings are assumed to contain detectable concentrations of lead at or above and below the United States Department of Housing and Urban Development (HUD) definition of lead-based paint (1.0 milligrams per square centimeter or equal to/greater than 0.5% by weight).
  - 2. There is a potential for exposure to lead and lead dust during asbestos abatement and other restoration work. The Contractor is responsible for monitoring work activities and determining when work involves hazardous materials and conditions that require conformance with specified regulatory requirements. Applicable regulations regarding exposure to lead (WAC 296-155-176) apply to this project.
  - 3. Waste Characterization and Recycling of Demolition Debris is the responsibility of the contractor.
  - 4. See the Limited Hazardous Building Material Survey – City of Forest Park Lake Front Improvements Project, March 2024, prepared by EHS-International for site summary of the lead-containing materials identified and sampled in preparation for this project.

**1.03 CODES AND REGULATIONS**

- A. Due to the potential health and environmental hazards associated with the work at this site as described in this section, the work shall be performed in compliance with the applicable provisions of the Washington Industrial Safety and Health Act, and the Washington State Hazardous Waste Management Act, as well as other applicable federal, state, and local codes and regulations governing hazardous materials and hazardous waste. The Contractor is fully responsible for planning and executing all the work under this Contract in a manner that meets or exceeds the requirements of the Washington Administrative Code (WAC 296-62-07521 and WAC 296-155-176) for

protecting the health and safety of employees, the public, and for protecting the environment.

B. The following regulations of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), the U.S. Environmental Protection Agency (EPA) and applicable requirements of the State of Washington are pertinent to this work. Other applicable regulations not specifically identified herein also apply.

1. United States Department of Labor, Occupational and Health Administration (OSHA):

- a. 29 CFR 1910 Occupational Safety and Health Standards
- b. 29 CFR 1910.134 Respiratory Protection
- c. 29 CFR 1910.1025 Lead
- d. 29 CFR 1910.1200 Hazard Communication
- e. 29 CFR 1910 Safety and Health Regulations for Construction
- f. 29 CFR 1926.55 Gases, Vapors, Fumes, Dusts, and Mists
- g. 29 CFR 1926.57 Ventilation
- h. 29 CFR 1926.62 Lead Exposure in Construction; Interim Rule  
(with appendices A, B, C, and  
subpart D)

2. United States Environmental Protection Agency:

- a. 40 CFR 148 Hazardous Waste Injection Restrictions
- b. 40 CFR 260 Hazardous Waste Management Systems: General
- c. 40 CFR 261 Identification and Listing of Hazardous Waste
- d. 40 CFR 262 Standards Applicable to Generators of Hazardous Waste
- e. 40 CFR 263 Standards Applicable to Transporters of Hazardous Waste
- f. 40 CFR 264 Standards for Owners and Operators of Hazardous Waste, Treatment, Storage, and Disposal Facilities
- g. 40 CFR 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- h. 40 CFR 268 Land Disposal Restrictions
- i. 40 CFR 745 Lead; Requirements for Lead-based Paint Activities; Proposed Rule
- j. 49 CFR 172 Hazardous Materials Tables and Hazardous Materials Communications Regulations
- k. 49 CFR 178 Specifications for Packaging

3. National Fire Protection Association (NFPA):

- a. NFPA 701 (1996) Methods of Fire Test for Flame-Resistant Textiles and Films

4. National Institute for Occupational Safety and Health (OSHA):

- a. NIOSH OSHA Booklet 3142 Lead in Construction

- 5. State Requirements: Washington State Requirements, and/or L&I rules which govern lead paint work or hauling, and disposal include but are not limited to:
  - a. WAC 296-62 General Occupational Health Standards
  - b. WAC 296-24 Safety Standards for Construction Work
  - c. WAC 173-303, 304 Dangerous Waste Regulations, Minimum Functional Standards for Solid Waste Handling
  - d. WAC 296-155-176 Occupational Health and Environmental Control; Lead

**1.04 DEFINITIONS**

- A. Whenever the terms below occur in this Contract Document, they will have the meanings which follow:
  - 1. Action Level: Employee exposure, without regard to use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period. As used in this section, "30 micrograms per cubic meter of air" refers to the action level.
  - 2. Air Monitoring: The process of measuring the concentration of lead in a specific volume of air in a stated period. Air samples shall be collected and analyzed in accordance with the methods specified by the National Institute for Occupational Safety and Health (NIOSH Method 7105) and as required by WAC-296-155-176.
  - 3. Area Monitoring: Sampling of lead concentrations within the lead control area, inside the physical boundaries that are representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.
  - 4. Eight-Hour Time Weighted Average (TWA): Airborne concentration of lead averaged over an 8-hour workday to which an employee is exposed.
  - 5. Lead: Metallic lead, inorganic lead compounds, and organic lead soaps. Excluded from this definition are other organic lead compounds.
  - 6. Lead Permissible Exposure Limit (PEL): Fifty micrograms per cubic meter of air as an 8-hour time weighted average.
  - 7. Personal Monitoring: Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with WAC 296-155-176. Samples shall be Consultant of the employee's work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of 6 to 9 inches and the center at the nose or mouth of an employee.
  - 8. Industrial Hygienist: The Industrial Hygienist shall be at least one of the following:
    - a. Certified by the American Board of Industrial Hygiene and have prior experience in the health and safety aspects of a lead hazard control work project.
    - b. A professional engineer or certified safety professional with a minimum of three (3) years prior experience in industrial hygiene relating to lead hazard control work.

**1.05 QUALITY ASSURANCE**

- A. The Contractor shall submit a work plan (pursuant to Paragraph 1.6 A of this Section) if work, other than heavy equipment general building demolition, will impact lead containing materials or if there is a potential for occupational exposure to lead above the action limit. The work plan will demonstrate that abatement, demolition, recycling, and disposal of lead-coated and lead containing building materials will be performed in a manner consistent with pertinent federal, state, and local regulation and this specification. The work plan will be submitted to the owner for review prior to the start of any lead related work.
- B. The Owner or the Owner’s Consultant will perform periodic observation of the site work to ensure that it is being performed in a manner consistent with the Contractor’s reviewed work plan and this specification.

**1.06 SUBMITTALS**

- A. Contractors shall provide complete submittals as specified below for review by the Owner’s representative. If applicable, submittals should be provided in accordance with Section 01 33 00: Submittals.
- B. Pre-Job Submittals: Lead Work Plan (General): Provide a site-specific work plan that demonstrates the methods by which handling and disposal of lead-containing coatings and building materials will be performed. The Owner realizes that this project may or may not involve actual “lead abatement,” instead the project involves demolition of building components that have paint of varying lead concentrations. At a minimum, the work plan shall include:
  - 1. A general description of work practices, engineering controls, air monitoring, and decontamination involving lead-containing coatings. Describe whether the job will involve removing lead paint, or demolition of materials containing lead.
  - 2. Qualification / certification / training certificates and role of each contractor’s personnel.
  - 3. Qualifications of the proposed testing laboratory (to perform analysis of air and waste characterization samples).
  - 4. Site inspection process logs / documents.
  - 5. Procedures for personnel and equipment cleanup / decontamination.
  - 6. Lead waste management and disposal / recycling plan including waste minimization efforts; container selection and labeling.
  - 7. Qualification / certificates of lead waste transportation subcontractor.
  - 8. Qualification / certification of lead waste disposal / recycle facilities.
- C. Construction Phase submittals: Submit the following information daily (at the end of the work shift) to the Owner and Owner’s representative or as designated during the pre-construction meeting.
  - 1. Air and bulk sample data sheets and laboratory results including chain of custody and analytical results.
  - 2. Negative Exposure Assessment Reports

- a. Include laboratory analytical testing
- b. Documentation of the work activities included in the NEA.
  
- 3. Supervisor or Superintendent daily inspection report.
- 4. Any additional waste characterization testing for waste streams or combination of waste streams other than those including in section 1.2 above.
  
- D. Post Construction Submittals - At the completion of the contract, the Contractor shall provide a report of completion including:
  - 1. All employee exposure monitoring information.
  - 2. Documentation of final lead waste.
  - 3. Documentation of final recycled waste streams.
  - 4. Documentation of final lead waste transportation and disposition
  - 5. Documentation of final recycled waste streams & quantities and locations of recycling facilities.
  - 6. Certification that the work has been completed pursuant to this specification.

**PART 2 - PRODUCTS**

**2.01 EQUIPMENT AND SUPPLIES**

- A. Provide a list and description of equipment and supplies necessary to support the work as described in the work plan. Equipment and supplies may include but are not limited to:
  - 1. Chemicals to be used on-site including dust suppressants/wetting agents, fuels/lubricants, cleaning degreasing, and/or welding/cutting supplies.
  - 2. Enclosure equipment (for dust control).
  - 3. Fencing, barriers, and signs.
  - 4. Demolition equipment.
  - 5. Materials and debris hauling/moving equipment.
  - 6. Material storage containers and supplies.
  - 7. Decontamination equipment and supplies.
  - 8. Protective clothing and respirators.
  - 9. Labels, manifests, and other shipping documentation.
  - 10. Release prevention equipment.
  - 11. Field documentation logs/supplies; and,
  - 12. Protective clothing, respirators, equipment and supplies necessary to support the work.

**PART 3 - EXECUTION**

**3.01 WORK AREA PREPARATION**

- A. Perform the following preliminary steps to prepare the Work Areas prior to work impacting lead or lead-coated building materials:

1. Establish a Control Area that includes a perimeter sufficient to perform the work around each building or area that contains lead or lead-coated building materials. The control area shall also consist of the pathway for transport of any lead-contaminated material to a stockpile or storage receptacle if lead-containing debris is not immediately transported from the site. Provide and display caution signs, in clearly visible areas, at entrances indicating that hazardous material work is being conducted and that unauthorized persons should not enter. Signs shall be complying with WAC 296-155-176 regulations.
2. Emergency Procedures: Establish and post written emergency procedures within each Work Area, including emergency contact names and contact phone numbers, plans for medical emergencies, temporary loss of electrical power or water, and procedures for an emergency. Contractor is responsible for establishing and posting contingency procedures to all workers on site.
3. Health and Safety Briefing: Conduct a health and safety briefing prior to the start of work and weekly to discuss the health and safety plan, hazardous materials, hazardous work and other related items per the specified health and safety plan. More frequent briefings should be performed as required by project activities or changes in the work.
4. Log-in Sheet: Restrict access to work sites by maintaining a daily log of personnel entering Work Areas; including workers and other authorized personnel and their start/stop times.
5. Decontamination Unit: Prepare the decontamination unit for use at all entrances and exits from the Work Area as described in the approved work plan.

### 3.02 WORK PROCEDURE

- A. General Procedures: Perform all work and comply with the safety and health provisions in the site-specific Health and Safety Plan. The work includes all measures necessary to adequately protect workers, authorized personnel, and the public from lead exposures during abatement and demolition activities.
- B. Coordination of Work of all Trades: Coordinate the work of all trades to ensure that work is performed in accordance with the applicable regulations and that the control limits are maintained at all times both inside and outside the control area.
- C. Access to Work Area: Access to work areas shall be through decontamination areas. Only the Contractor, subcontractors, authorized Owner personnel, project consultants, and regulatory personnel shall have access to the work area.
- D. Means of Egress: Establish and maintain emergency and fire exits from the work area.
- E. Always prevent dust generation to the maximum extent practicable. Provide hand wash stations at appropriate and approved locations for the duration of demolition.
- F. The use of water shall be restricted to the smallest quantity necessary to minimize dust and to avoid the potential of contaminant migration through run-off or ponding. In no case shall liquids generated during building demolition come into contact with uncontaminated soils, storm drains, surfaces or conduits which may constitute a release to the environment.

- G. Demolition Procedures: Perform general demolition or demolition required for hazardous material abatement in areas of lead-containing paints in accordance with approved Health & Safety Plans. Use procedures and equipment required to limit occupational and environmental exposure to lead when lead-containing paint is impacted or when building components are demolished. The procedures employed by the Contractor shall not create the potential for contaminating surrounding areas or materials with lead-containing coatings or dust. Dust generation shall be kept to a minimum. Dry scraping, dry sanding, or dry grinding on lead-containing paints or lead contaminated surfaces will not be permitted without a full enclosure.
- H. All lead-coated demolition debris shall be handled, stored, and disposed or recycled to meet applicable federal, state, and local requirements.
- I. Personnel and equipment decontamination shall occur whenever people or equipment leave the work site as described in the approved work plan. Decontamination waste shall be packaged, stored, labeled, and disposed of according to all applicable requirements at the cost of the Contractor. All contaminated equipment, tools or materials that cannot be decontaminated shall be stored and disposed of by the Contractor in accordance with all federal, state, and local regulations.
- J. Grossly inadequate health, safety or environmental precautions on the part of the Contractor or the belief that the Contractor's personnel, the general public or the environment are or may be exposed to an immediate hazard, may be cause for the Owner to suspend the Contractor's site work and ask the Contractor's personnel to evacuate the hazard area. The Contractor shall not be compensated for such delays. The contractor is responsible for costs identified by the Owner as a consequence of the contractor's actions.
- K. The Owner or the Owner's Consultant may inspect the Contractor's operations and work areas daily for job site cleanliness and conformance with the specifications. The Contractor shall locate any fuels, solvents, or lubricants in a common area in a manner that will prevent releases to the environment. Any hazardous materials shall be appropriately labeled with the generic name of the contents and the Contractor's name.
- L. Waste Sampling: Contractor will be required to collect representative samples of demolition debris for analysis as required under WAC 173-303, Dangerous Waste Regulations, to determine appropriate disposal or recycling methods. Select materials that were tested and determined to have lead in the coating for sampling and submittal to an approved laboratory for Toxicity Characteristic Leachate Procedure (TCLP) testing.

**3.03 SITE QUALITY CONTROL AND MONITORING**

- A. Site Inspection: While performing the work, the Contractor may be subject to on-site inspection by L&I/WISHA, OSHA, EPA/Ecology inspectors and/or local building or health officials. If found to be in violation of pertinent regulations, the Contractor shall cease all work immediately until the violation is resolved. Standby time required to resolve the violation shall be at the Contractor's expense. Complete sets of equipment (such as respirators and disposable clothing) that may be required for entry to the control

area shall be made available at all times by the Contractor to the Owner and/or agency inspectors for inspection of the control area. Such requests will only be made during working hours.

**B. Quality Assurance**

1. Restrict the spread of dust and debris from being distributed over the work area.
2. Area air quality monitoring and personnel monitoring shall be conducted throughout the work as appropriate.
3. Air Monitoring: Monitoring of airborne concentrations of lead shall be in accordance with WAC 296-115-176, and as specified herein. Air monitoring, testing, and reporting shall be performed in accordance with an Air Monitoring Plan prepared and signed by the Contractor's Industrial Hygienist. The plan shall include personal monitoring in accordance with regulatory requirements and area monitoring outside the lead control area.
  - a. Submit results of air monitoring samples within 24 hours after the air samples were taken.
  - b. Notify the Owner immediately of the corrective action taken if the exposure to lead is at or more than the action level of 30 micrograms per cubic meter of air outside of the lead control area.
  - c. If the area air monitoring results are above the action level of 30 micrograms, the Owner shall have the option of stopping all work until the work procedures and lead hazard controls are revised to the Owner's satisfaction.

**3.04 CLEAN-UP, TESTING AND DISPOSAL**

- A. Housekeeping: Housekeeping and clean-up procedures are essential tasks for contamination control. Maintain all surfaces throughout the area free of contaminated debris to the maximum extent practical. Restrict debris from being distributed over the general area. In all possible instances workers shall clean-up their own areas. Equip personnel engaged in cleaning up scrap and demolition debris with necessary respiratory equipment and protective clothing.
- B. Cleanup: Maintain surfaces of the lead control area as free of accumulation of paint chips and dust as practicable. Restrict the spread of dust and debris; keep waste from being distributed over the work area. The use of compressed air to clean up the area is strictly prohibited. At the end of each shift, clean the area of visible lead paint contamination by vacuuming with a HEPA-filtered vacuum cleaner, wet mopping the area, or cleanup by other appropriate means.
- C. Testing of Demolition Debris: The Contractor will be required to collect representative sample(s) of the actual demolition debris stream for Toxicity Characteristic Leaching Procedure (TCLP) analysis as required under WAC 173-303, Dangerous Waste Regulations. The Owner's Consultant reserves the right to review sampling procedures and analytical data before disposal of demolition waste.
- D. Disposal of Lead Demolition Waste: If any lead dangerous waste is identified the following requirements shall be met for the disposal of lead dangerous waste:



1. Collect lead dangerous waste, scrap, debris, bags, containers, equipment, and lead contaminated clothing that may produce airborne concentrations of lead particles. Label the containers in accordance with 29 CFR 1910.1025.
  2. Handle, store, transport, and dispose of lead or lead dangerous waste in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, 40 CFR 265 and WAC 173-303. Comply with land disposal restriction notification requirements as required by 40 CFR 268.
  3. The Transporter and Disposal Facility must each have an EPA identification number. The Contractor shall submit the name, address, and EPA Identification Number of the Transporter and Disposal Site to the Owner prior to the disposal of hazardous waste.
- E. Disposal Documentation: Disposal documentation is required for all waste streams. At a minimum, provide a disposal receipt or manifest for all non-dangerous waste streams. For lead dangerous waste, if any is generated, submit written evidence that the hazardous waste treatment, storage, or disposal facility (TSD), or recycling facility is approved for lead dangerous waste disposal or recycling by the EPA and state or local regulatory agencies. Submit one (1) copy of the completed manifest, signed and dated by the initial transporter in accordance with 40 CFR 262. Final payment for the project shall not be made until all disposal documentation has been submitted and accepted by the Owner.

**END OF SECTION**

**SECTION 02 84 16**

**UNIVERSAL & OTHER REGULATED WASTE ACTIVITIES**

**PART 1 - GENERAL**

**1.01 RELATED WORK DESCRIBED ELSEWHERE**

- A. The provisions and intent of the contract, including the General Conditions, Special Conditions and General Requirements apply to this work as if specified in this Section. Work related to this Section is described in:
  - 1. Section 02 83 00 – Lead in Construction
  - 2. Section 02 82 00 – Asbestos Abatement

**1.02 DESCRIPTION OF WORK**

- A. The Contractor’s employees involved with the removal, handling, transportation, or recycling of fluorescent light tubes, and fluorescent light bulbs, shall receive hazard communication training for mercury in accordance with WAC 296-901-140.
- B. The Contractor shall supply all labor, materials, vehicles, services, insurance, special permits, and equipment necessary to remove and recycle fluorescent light tubes and compact fluorescent light bulbs and fixtures. The fluorescent tubes, and compact fluorescent light bulbs shall be packaged and transported to an Owner-approved recycling facility. The Contractor shall carry out the work in accordance with all applicable federal, state, and local regulations.
- C. The work specified herein shall be the removal, transportation, and recycling of all fluorescent light tubes, and compact fluorescent light bulbs removed within the project area.
- D. The work also includes removing and storing light tubes in a manner not to break tubes while other work is being performed in the area.
- E. The work shall be conducted in accordance with all applicable federal, state, and local regulations and these specifications.
- F. All required permits, certificates, registrations, or licenses shall be kept valid for the duration of the work addressed by the permit.
- G. All shipping/receiving logs shall be legibly filled out in ink.
- H. See Limited Hazardous Building Material Survey – City of Forest Park Lake Front Improvements Project, March 2024, prepared by EHS-International for a site summary of the universal wastes and other regulated materials that might need to be removed during the renovation work.

**1.03 REFERENCE STANDARDS**

A. General Requirements

- 1. All work under this Contract shall be done in strict accordance with all applicable regulations, standards and codes governing mercury and in accordance with best available technology and practice. This includes any other work, including trade work conducted in conjunction with the project.

B. Specific Standards

- 1. The most recent edition of any relevant regulation, standard, document, or code shall be in effect during the work, regardless of the effective date of this specification's governing contract. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be utilized.
  - a. United States Environmental Protection Agency (EPA)
    - 1) Title 40 Code of Federal Regulations Part 61, Subparts A and M (Revised Subpart B) National Emission Standard for Asbestos.
  - b. State of Washington Department of Labor & Industries (L&I)
    - 1) Chapter 296-24 Safety Standards,
    - 2) Chapter 296-62 Occupational Health and Safety Regulations, including:
      - 3) Chapter 296-62-071 - Respiratory Protection
      - 4) Chapter 296-155 Construction Standards
      - 5) Chapter 296-901-140 Hazard Communication
  - c. Washington State Department of Ecology (Ecology)
    - 1) WAC 173-303, Dangerous Waste Regulations
  - d. Other guidelines, codes, or documents:
    - 1) United States Department of Transportation (DOT) Hazardous Materials Regulations, Code of Federal Regulations Title 49.

**1.04 DEFINITIONS**

- A. AIHA: American Industrial Hygiene Association  
475 Wolf Ledges Parkway  
Akron, OH 44311
- B. ANSI: American National Standards Institute
- C. ASTM: American Society for Testing and Materials

- D. Authorized Visitor: Designated representatives of the Contractor, Owner or Owner's representative, and representatives of a regulatory or other agency having jurisdiction over the project.
- E. Certified Industrial Hygienist (CIH): An industrial hygienist certified in the Comprehensive Practice of Industrial Hygiene by the American Board of Industrial Hygiene.
- F. Ecology: Washington State Department of Ecology
- G. EPA: United States Environmental Protection Agency
- H. HEPA Filter: A high efficiency particulate air filter capable of removing particles greater than 0.3 microns in diameter with 99.97% efficiency.
- I. Lamps: Lamp, also referred to as "universal waste lamp", is defined as the bulb or tube portion of an electric lighting device. A lamp is specifically designed to produce radiant energy, most often in the ultraviolet, visible, and infra-red regions of the electromagnetic spectrum. Examples of common universal waste electric lamps include, but are not limited to, fluorescent, high intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide lamps.
- J. L&I: Washington State Department of Labor & Industries  
805 Plum Street, S. E. (HC-412)  
Olympia, Washington 98504
- K. NESHAP: The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).
- L. NIOSH: The National Institute for Occupational Safety and Health  
Building "J" N.E., Room 3007  
Atlanta, GA 30333
- M. OSHA: The Occupational Safety and Health Administration  
200 Constitution Avenue  
Washington D.C. 20210
- N. Ozone Depleting Substances or Equipment: Equipment containing CFCs or other refrigerants or cooling equipment that may be found throughout the building. Ozone depleting substances should be properly collected and disposed.
- O. Polychlorinated Biphenyls (PCBs): PCBs as used in this specification shall mean the same as PCBs, PCB containing lighting ballast, and PCB container, as defined in 40 CFR 761, Section 3, Definitions.
- P. Spill: Spill means both intentional and unintentional spills, leaks, and other uncontrolled discharges when the release results in any quantity of PCBs running off or about to run off the external surface of the equipment or other PCB source, as well as the contamination resulting from those releases.
- Q. Universal Waste: Universal Waste means any of the following hazardous wastes that are managed under the universal waste requirements 40 CFR 273:

1. Batteries as described in Sec. 273.2 of this chapter.
  2. Pesticides as described in Sec. 273.3 of this chapter.
  3. Thermostats as described in Sec. 273.4 of this chapter; and
  4. Lamps as described in Sec. 273.5 of this chapter.
- R. WAC: Washington Administrative Code as enforced by the Washington State Department of Labor and Industries.
- S. WISHA: Washington Industrial Safety and Health Act as enforced by the Washington State Department of Labor and Industries.

**1.05 SUBMITTALS AND NOTICES**

- A. Contractors shall provide complete submittals as specified below for review by the Owner’s representative. If applicable, submittals should be provided in accordance with Section 01 33 00: Submittals.
- B. Pre-Construction submittals: Fluorescent Light Tubes, HID Lamps & Mercury Switches Work Plan (General): Include a detailed plan of the procedures proposed for use in complying with the requirements, including the following:
1. Work Area: General description of the preparation of the work area, setting barriers, arrangement for temporary services. Describe procedure for removing tubes, HID lamps, and mercury switches and how they will be packaged for transport offsite.
  2. Handling of Tubes: General description of the proposed removal, handling methods, packaging for transport to recycle/disposal facility.
  3. Submit name, location, and qualifications of hazardous materials transportation subcontractor.
  4. Worker Protection: Description of safeguards to protect workers handling broken/leaking, tubes, bulbs, switches, and cleanup procedures.
  5. PPE: Description of personal protective equipment to be worn by contractor’s personnel and visitors.
  6. Recordkeeping Procedures: For packaging, transportation, and recycling. Labeling procedures for fluorescent tube packaging.
  7. Recycling/Disposal Site: Name and location of the recycling site.
- C. Post Construction Submittals: PCB Ballasts and mercury-containing fluorescent light tubes, high intensity discharge lighting, and CFC Containing Materials – At the completion of the contract, the Contractor shall provide a report of completion including:
1. Any employee exposure monitoring information.
  2. Hazardous waste cleanup information
  3. Documentation of appropriate cleanup procedures for broken light tubes and/or leaking PCB ballasts.
  4. Recycling certifications and waste manifests listing compact fluorescent bulbs, fluorescent light tubes, HID lighting, etc.
  5. Certification that the work has been completed in accordance with the specifications.

**1.06 RESPONSIBILITIES**

A. Training

- 1. The Contractor shall be responsible for assuring the following training has been completed prior to the Commencement of Work:
  - a. Hazard communication for mercury in accordance WAC 296-901-140
  - b. Special on-site training on equipment and procedures unique to this job site shall be performed as required.
  - c. Training in emergency response and evacuation procedures.

**1.07 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Deliver all materials in good condition in the original packages, containers or bundles visibly / legibly bearing the name of the manufacturer and the brand name of the product.
- B. Store all materials in a manner that will prevent their damage or contamination.
- C. Damaged, deteriorating or previously used materials shall not be used and shall be removed from the worksite and disposed of properly.

**1.08 SITE CONDITIONS**

- A. The removal area may have electrical transformers and other electrical equipment, domestic water and sewer lines, sprinkler lines, electrical and communication conduit with active wiring, HVAC piping and equipment located in the project area. The Contractor shall verify location of all equipment and protect as required.

**PART 2 - PRODUCTS**

**2.01 PERSONAL PROTECTIVE EQUIPMENT**

- A. Respiratory Protection: All employees cleaning up broken fluorescent light tubes, HID lamps, mercury switches, or other universal wastes shall be provided with and be required to use adequate and appropriate respiratory protection in accordance with WAC 296-62, Part E.
  - 1. For workers cleaning up broken fluorescent light tubes, HID lamps, and mercury switches, full body disposable protective clothing incorporating head, body and feet covering constructed of material such as Tyvek R (or equivalent) shall be provided in sufficient quantities and adequate sizes to accommodate movement without tearing, to all workers and authorized visitors.
- B. Additional safety equipment (e.g., hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, and disposable

gloves) shall be provided as necessary to all workers and authorized visitors and shall be sized to fit the wearer.

**2.02 REMOVAL EQUIPMENT**

- A. A sufficient supply of scaffolds, ladders, lifts, and hand tools (e.g., screwdrivers) shall be provided as needed.
- B. Additional support equipment as needed.

**2.03 PACKAGING, SUPPLIES AND MATERIALS**

- A. Fiberglass drums
- B. Fluorescent light tube shipping boxes
- C. Solvents, wetting solutions, Tyveks, rags etc. as necessary for cleanup of any broken light tubes.

**PART 3 - EXECUTION**

**3.01 WORK PROCEDURE**

- A. Furnish labor, materials, services, and equipment necessary for the removal of PCB containing lighting ballasts, associated mercury-containing fluorescent lamps, and high intensity discharge (HID) lamps in accordance with local, state, or federal regulations. Do not expose PCBs to open flames or other high temperature sources since toxic decomposition by-products may be produced. Do not break mercury containing fluorescent lamps or high intensity discharge lamps.
- B. Work Operations
  - 1. Ensure that work operations or processes involving PCB or PCB-contaminated materials are conducted in accordance with 40 CFR 761, 40 CFR 262 40 CFR 263, and the applicable requirements of this section, including but not limited to:
    - a. Obtaining suitable PCB and mercury-containing lamp storage sites.
    - b. Notifying Owner or owner's representative prior to commencing the operation.
    - c. Reporting leaks and spills to the Owner or owner's representative.
    - d. Cleaning up spills.
    - e. Inspecting PCB and PCB-contaminated items and waste containers for leaks and forwarding copies of inspection reports to the Owner or owner's representative.
    - f. Maintaining inspection, inventory, and spill records.
    - g. Ensuring that CFCs are recovered and disposed of by a qualified person.

**3.02 PCB SPILL CLEANUP REQUIREMENTS**

- A. PCB Spills
  - 1. Immediately report to the Owner or owner’s representative any PCB spills.
- B. PCB Spill Control Area
  - 1. Rope off an area around the edges of a PCB leak or spill and post a "PCB Spill Authorized Personnel Only" caution sign. Immediately transfer leaking items to a drip pan or other container.
- C. PCB Spill Cleanup
  - 1. 40 CFR 761, subpart G. Initiate cleanup of spills as soon as possible, but no later than 24 hours of its discovery. Mop up the liquid with rags or other conventional absorbent. The spent absorbent shall be properly contained and disposed of as solid PCB waste.
- D. Records and Certification
  - 1. Document the cleanup with records of decontamination in accordance with 40 CFR 761, Section 125, Requirements for PCB Spill Cleanup. Provide test results of cleanup and certification of decontamination.

**3.03 REMOVAL**

- A. Ballasts
  - 1. As ballast are removed from the lighting fixture, inspect label on ballast. Ballasts without a "No PCB" label shall be assumed to contain PCBs and containerized and disposed of as required under paragraphs STORAGE FOR DISPOSAL and DISPOSAL.
- B. Lighting Lamps
  - 1. Remove lighting tubes/lamps from the lighting fixture and carefully place (unbroken) into appropriate containers (original transport boxes or equivalent). In the event of a lighting tube/lamp breaking, sweep and place waste in double plastic taped bags and dispose of as universal waste as specified herein.

**3.04 STORAGE FOR DISPOSAL**

- A. Storage Containers for PCBs
  - 1. 49 CFR 178. Store PCB in containers approved by DOT for PCB.
- B. Storage Containers for lamps



1. Store mercury containing lamps in appropriate DOT containers. The boxes shall be stored and labeled for transport in accordance with 40 CFR 273.

C. Labeling of Waste Containers

1. Label with the following:
  - a. Date the item was placed in storage and the name of the cognizant activity/building.
  - b. "Caution Contains PCB," conforming to 40 CFR 761, CFR Subpart C. Affix labels to PCB waste containers.
  - c. Label mercury-containing lamp waste in accordance with 40 CFR 273. Affix labels to all lighting waste containers.

**3.05 DISPOSAL**

- A. Dispose of universal wastes including PCB and mercury waste in accordance with EPA, DOT, and local regulations at a permitted site.

B. Identification Number

1. Federal regulations 40 CFR 761, and 40 CFR 263 require that generators, transporters, commercial storers, and disposers of PCB waste possess U.S. EPA identification numbers. The contractor shall verify that the activity has a U.S. EPA generator identification number for use on the Uniform Hazardous Waste manifest. If not, the contractor shall advise the activity that it must file and obtain an I.D. number with EPA prior to commencement of removal work. For mercury containing lamp removal, Federal regulations 40 CFR 273 require that large quantity handlers of Universal waste (LQHUW) must provide notification of universal waste management to the appropriate EPA Region (or state director in authorized states), obtain an EPA identification number, and retain for three years records of off-site shipments of universal waste. The contractor shall verify that the activity has a U.S. EPA generator identification number for use on the Universal Waste manifest. If not, the contractor shall advise the activity that it must file and obtain an I.D. number with EPA prior to commencement of removal work.

C. Transporter Certification

1. Comply with disposal and transportation requirements outlined in 40 CFR 761 and 40 CFR 263. Before transporting the PCB waste, sign, and date the manifest acknowledging acceptance of the PCB waste from the Owner or Owner's representative. Return a signed copy to the Owner or Owner's representative before leaving the job site. Ensure that the manifest always accompanies the PCB waste. Submit transporter certification of notification to EPA of their PCB waste activities (EPA Form 7710-53).
2. Certificate of Disposal and/or Recycling
  - a. 40 CFR 761. Certificate for the PCBs and PCB items disposed shall include:

- 1) The identity of the disposal and or recycling facility, by name, address, and EPA identification number.
- 2) The identity of the PCB waste affected by the Certificate of Disposal including reference to the manifest number for the shipment.
- 3) A statement certifying the fact of disposal and or recycling of the identified PCB waste, including the date(s) of disposal, and identifying the disposal process used.
- 4) A certification as defined in 40 CFR 761.

**END OF SECTION**

**DIVISION 31**  
**Earthwork**

**SECTION 31 25 00**

**EROSION AND SEDIMENT CONTROL**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. The Contractor shall prepare and implement a Stormwater Pollution Prevention Plan in accordance with the King County Surface Water Design Manual, 2016. Work shall include, but not be limited to, the furnishing and delivery of required materials, installation and maintenance of pollution control measures, monitoring according to the Contract Documents.

**1.02 REFERENCE STANDARDS**

- A. Lake Forest Park Municipal Code, Chapter 15.10.045
- B. Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction, 2024 edition.
- C. King County Roads Standards 2016.
- D. King County Surface Water Design Manual 2016.

**1.03 DURATION**

- A. Maintain erosion and sediment control measures needed to perform the work throughout the life of the contract, including periods when construction activities are reduced or shut down.

**1.04 SUBMITTALS**

- A. The following shall be submitted:
  - 1. Manufacturer's literature and test results on erosion control materials.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Materials for erosion control measures shall be in accordance with the King County Surface Water Design Manual, WSDOT Standard Specifications and the Contract Documents.

**PART 3 - EXECUTION**

**3.01 GENERAL**

- A. During construction, the runoff of stormwater and wastewater flows shall be

controlled and treated to minimize water quality impacts. The Contractor shall plan and execute the work in a manner which protects the project, and downstream systems. Runoff from undisturbed areas shall be diverted from areas of construction activity by utilizing drainage ways as much as possible. Where this is not possible and as practicable, diversion dikes and swales shall be constructed so runoff from undisturbed areas will not be contaminated by construction activity.

- B. The Contractor shall install and maintain the controls specified in the Contract Documents for the duration of the project.

**3.02 WATTLES**

- A. Wherever necessary to improve stormwater quality and reduce sediment transport, wattles may be installed. Minimize disturbance of native soils and vegetation when installing the wattles. Installed as shown in the plans for wattles to function. Monitor the condition of the wattles and remove accumulated sediments when sediment depth reaches 6 inches. Keep the wattles in good condition, and replace wattle if fabric becomes clogged and causes flow channelization parallel to wattle. Monitoring shall consist of daily inspections during periods of precipitation or snow melt, otherwise, weekly.

**3.03 SITE RESTORATION**

- A. As soon as practical after completion of a portion of the work, or when a work or waste area is no longer required, commence site restoration and permanent erosion control. Temporary erosion and sedimentation control methods shall be kept in effect until the permanent erosion control is established, and the Owner's Representative approves removal of temporary facilities.

**END OF SECTION**

**DIVISION 32**  
**Exterior Improvements**

**SECTION 32 31 13**  
**CHAIN LINK FENCES AND GATES**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This section shall cover the requirements for permanent fencing along the frontage of the project limits as shown in the Contract Drawings.
- B. Provide all labor and furnish materials for chain link fences and gates as shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

**1.02 SUBMITTALS**

- A. Shop Drawings for chain link fence, locking vehicle swing gates, and pedestrian gate with one-way emergency exit.
  - 1. Include plans, elevations, sections, details, and attachments to existing fence.
- B. Product certificates.
- C. Product test reports.
- D. Sample warranty.

**1.03 QUALITY ASSURANCE**

- A. Fence framework, fabric, and related accessories to be a complete system as specified herein.

**1.04 WARRANTY**

- A. Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: Five years from date of Substantial Completion.

**PART 2 - PRODUCTS**

**2.01 GENERAL**

- A. Provide fencing and gates with an overall height of 72 inches above grade.

**2.02 FABRIC**

- A. Two-inch diamond weave mesh of extruded 9-gauge vinyl (PVC) coated steel wire conforming to Standard Specifications ASTM A-491.

**2.03 FRAMEWORK**

- A. Roll formed steel sections with 2.0 ounces of hot-dipped zinc coating conforming to ASTM A-123, or Type I steel pipe, or Type II steel pipe.
  - 1. Type I: Schedule 40 steel pipe with 2.0 ounces of hot-dipped zinc coating conforming to ASTM A-120.
  - 2. Type II: Pipe manufactured from steel conforming to ASTM A-569, cold formed, high frequency welded, and having a minimum yield strength of 50,000 psi. External surface triple coated with 1.0 ounce +0.1 ounce of zinc per square foot, 30 +15 micrograms of chromate per square inch and 0.5 0.2 mils of clear cross linked polyurethane. Internal surface coated, after welding, with a zinc-rich based organic coating having a 91 percent zinc powder loading capable of providing galvanic protection.
- B. Line Posts
  - 1. 1- 5/8-inch x 1- 7/8-inch roll formed steel C-section weighing 2.28 pounds per foot, or 2-1/2-inch O.D. Type I steel pipe weighing 3.65 pounds per foot, or 2-1/2-inch O.D. Type II steel pipe weighing 3.12 pounds per foot.
- C. Top and brace rails
  - 1. 1- 5/8-inch x 1-1/4- inch roll formed steel C-section weighing 1.37 pounds per foot, or 1-5/8-inch O.D. Type I steel pipe weighing 2.27 pounds per foot, or 1- 5/8-inch O.D. Type II steel pipe weighing 1.84 pounds per foot.
- D. Terminal posts and gate posts for single swing gates or one leaf of double gates up to 6 feet leaf width
  - 1. 3-1/2-inch x 3-1/2-inch roll formed steel section weighing 4.85 pounds per foot, or 3-inch O.D. Type I steel pipe weighing 5.79 pounds per foot, or 3-inch O.D. Type II steel pipe weighing 4.64 pounds per foot.
- E. Gate posts for single swing gates or one leaf of double gates with leaf width over 6 feet to 13 feet:
  - 1. 4-inch O.D. Type I steel pipe weighing 9.11 pounds per foot, or 3-1/2-inch O.D. Type II steel pipe weighing 5.71 pounds per foot
- F. Gate posts for single swing gates or one leaf of double gates with leaf width over 13 feet to 18 feet.
  - 1. 6-5/8-inch O.D. Type I steel pipe weighing 18.97 pounds per foot.
- G. Gate posts for single swing gates or one leaf of double gates with leaf width over



18 feet.

1. 8-5/8-inch O.D. Type I steel pipe weighing 28.55 pounds per foot.

## 2.04 GATES

- A. Frame assembly of 2-inch O.D. Type I or Type II steel pipe with welded or steel fitted corners. Provide braces and trusses where necessary.
- B. Heavy duty hinges and positive type latching device suitable for padlocking.
- C. Center plunger rod with double latch and catch, and semi-automatic outer catches for drive gates.
- D. Pedestrian gate shall have a one-way access latch for emergency exit to road.
- E. Fabric to match fence.

## 2.05 FITTINGS

- A. Pressed steel, cast iron or cast aluminum post caps to exclude moisture.
- B. Pressed steel, cast iron or cast aluminum rail and brace ends.
- C. 6-inch minimum length top rail couplings at maximum 20 feet on centers.
- D. Steel tension bars, tension bands, and brace bands.
- E. 3/8-inch steel truss rods with turnbuckles.
  - 1. End, corner, pull and gate posts braced and trussed to line posts.
- F. 7-gauge aluminum coated steel tension wire conforming to Standard Specification ASTM A-824.
- G. 9-gauge aluminum tie wires spaced at maximum of 24 inches.
- H. 11-gauge steel wire hog rings with minimum zinc coating of 0.80 ounces per square feet of wire surface.
- I. Pressed steel, cast iron or cast aluminum barbed wire arms with clips or slots for attaching three strands of barbed wire.
  - 1. Arms set outward at 45 degrees and capable of supporting a 250-pound load at outer barbed wire connecting point without causing permanent deflection.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Installation by experienced fence erectors.
- B. Conform to ASTM F-567.
- C. Space line posts at even intervals not exceeding 10 feet.
- D. Set all posts to a minimum depth of 36 inches in a concrete foundation.
  - 1. 10-inch diameter foundation for line posts.
  - 2. 12-inch diameter foundation for terminal posts.
- E. Cast steel pipe sleeve recessed in 18-inch by 18-inch by 6-inch thick concrete pad for retaining gate in closed position.

**END OF SECTION**



# CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

---

|                               |  |
|-------------------------------|--|
| <b>Meeting Date</b>           | September 12, 2024   |
| <b>Originating Department</b> | Public Works   |
| <b>Contact Person</b>         | Katie Phillips, Project Manager  |
| <b>Title</b>                  | Resolution 24-1965/Authorizing the Mayor to sign an Interagency Agreement with the Washington State Department of Commerce for assistance with the installation of electric vehicle chargers |

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## Legislative History

- First Presentation September 12, 2024, Regular Meeting
- 

## Attachments:

1. Resolution 24-1965
  2. Interagency Agreement with the Department of Commerce
- 

## Executive Summary

Through the Washington Electric Vehicle Charging Program from the Department of Commerce, the City was awarded a grant of \$75,000 for the installation of ten (10) electric vehicle charging ports at the City's Public Works Facility located at 19201 Ballinger Way NE.

## Background

The City applied for a grant for \$150,000 through the Washington Electric Vehicle Charging Program from the Department of Commerce on November 30, 2023 with the intention of funding the installation of ten (10) electric vehicle charging ports at the City's Public Works Facility located at 19201 Ballinger Way NE and ten (10) electric vehicle charging ports at City Hall located at 17425 Ballinger Way NE. On February 28, 2024 the City was issued an award letter by Commerce for a grant of \$75,000 for installation at the City's Public Works Facility only.

As part of an On-Call Professional Services contract, Consor North America, Inc. provided the City with an opinion of probable cost for the installation of (10) electric vehicle charging ports at the City's Public Works Facility to be approximately \$210,000. As such, the City will match the agreement in the amount of \$135,000.

**Fiscal & Policy Implications**

The City will receive \$75,00 for the installation of ten (10) electric vehicle charging ports. The agreement will be matched by the City in the amount of \$135,000.

**Alternatives**

| <i>Options</i>   | <i>Results</i>  |
|--|---|
| <ul style="list-style-type: none"><li>• Approve resolution</li></ul> | City receives grant revenue for installation of ten (10) EV charging ports  |
| <ul style="list-style-type: none"><li>• No action</li></ul>          | City will likely have to look at other options to install EV charging ports |

**Staff Recommendation**

Approve Resolution 24-1965 authorizing the Mayor to sign the interagency agreement with the Department of Commerce.

**RESOLUTION NO. 24-1965**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR ASSISTANCE WITH INSTALLATION OF ELECTRIC VEHICLE CHARGERS**

---

**WHEREAS**, the City applied for a grant under the Washington Electric Vehicle Charging Program through the Department of Commerce for installation of charging stations for future Electric Vehicles; and

**WHEREAS**, the Department of Commerce has awarded the City a grant of \$75,000 for 2024 to assist with the installation of electric vehicle chargers.

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

Section 1 AGREEMENT. The City Council authorizes the Mayor to sign the interagency agreement, attached as **Exhibit A**, with the Department of Commerce for the installation of electric vehicle chargers.

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 12th 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.: 24-1965



**Interagency Agreement with**

**City Of Lake Forest Park**

**through**

**Washington Electric Vehicle Charging Program (WAEVCP)**

**Contract Number:  
24-92802-016**

**For**

**City of Lake Forest Park Fleet Depot Charging- 1 Site**

**Dated:** Tuesday, October 1, 2024

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## Face Sheet

Contract Number: 24-92802-016

### Energy Division, Clean Transportation Unit Washington Electric Vehicle Charging Program (WAEVCP)

|   |  |   |                                     |
|---|--|---|-------------------------------------|
| <b>1. Contractor</b><br>City Of Lake Forest Park<br>17425 Ballinger Way Ne<br>Lake Forest Park WA 98155   |  | <b>2. Contractor Doing Business As (as applicable)</b><br>N/A   |                                     |
| <b>3. Contractor Representative</b><br>Katie Phillips<br>Project Manager<br>206-957-2812<br>Kphillips@cityofflp.gov   |  | <b>4. COMMERCE Representative</b><br>Crystal Ralkey<br>Contract Manger<br>360-725-5027<br>Crystal.Ralkey@commerce.wa.gov <span style="float: right;">                     1101 Plum St SE<br/>                     PO Box 42525<br/>                     Olympia, WA 98504-2525                 </span> |                                     |
| <b>5. Contract Amount</b><br>\$75,000.00  | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | <b>7. Start Date</b><br>10/01/2024  | <b>8. End Date</b><br>05/01/2025    |
| <b>9. Federal Funds (as applicable)</b><br>N/A  |  | <b>Federal Agency:</b><br>N/A<br><b>ALN</b><br>N/A  |                                     |
| <b>10. Tax ID #</b><br>91-6019059   | <b>11. SWV #</b><br><Insert number>  | <b>12. UBI #</b><br>601140623   | <b>13. UEI #</b><br><Insert number> |
| <b>14. Contract Purpose</b><br>To install 10 L2 ports on 1 site in Lake Forest Park.  |  |   |                                     |
| COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Site List, Attachment "D" – Sample Application Manual. |  |   |                                     |
| <b>FOR CONTRACTOR</b><br><br>_____<br>Thomas French, Mayor<br><br>_____<br>Signature<br><br>_____<br>Date   |  | <b>FOR COMMERCE</b><br><br>_____<br>Michael Furze, Assistant Director<br><br>_____<br>Date<br><br><b>APPROVED AS TO FORM ONLY<br/>                 BY ASSISTANT ATTORNEY GENERAL<br/>                 APPROVAL ON FILE</b>  |                                     |

## **Program Specific Terms and Conditions**

### **1. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)**

The Contractor, also referred to as Grantee, shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts under this Agreement. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

### **2. TREATMENT OF ASSETS (REPLACES GENERAL TERMS AND CONDITIONS #20)**

The parties do not anticipate that Commerce will furnish property (other than the state funds granted herein) to Grantee for use in Grantee's performance under this Agreement; provided, however, that title to any other property that may be so furnished by Commerce shall remain in Commerce. Commerce claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Agreement, regardless of reimbursement status under this agreement.

- A. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this agreement.
- B. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this agreement

All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

### **3. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING**

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov)."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal

#### **4. UNILATERAL AMENDMENT**

Commerce may, at any time, by written notification to Contractor, unilaterally amend the scope of work to be performed under this Contract, the period of performance, the site list (Attachment C), and/or the contract amount and budget. These unilateral changes shall be effective as set forth in the amendment or upon signature by Commerce, if no date has been set forth.

Contractor will be deemed to have accepted any such unilateral amendment unless, within 15 calendar days after the date the amendment is signed by Commerce, the Contractor notifies Commerce in writing of its non-acceptance of such unilateral change. The Contractor and Commerce will then use good faith efforts to negotiate an amendment acceptable to both parties.

Failure to reach agreement shall constitute a dispute concerning a question of fact within the meaning of the Disputes provision contained in this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as amended. Contractor must continue to provide the contracted services, including any unilaterally amended services, during any period of non-acceptance or negotiation of a unilateral amendment.

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount shown as contract amount on the face sheet, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-92802-016. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

**5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Site List
- Attachment D – Sample Application Manual

## General Terms and Conditions

### 1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authority having jurisdiction (AHJ)" shall mean the organization, office, or individual responsible for issuing permits, approving layout drawings, enforcing the requirements of a code or standard or approving materials, an installation, or a procedure.
- B. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- C. "COMMERCE" shall mean the Washington Department of Commerce.
- D. "Central system" shall mean the central system that communicates with one or more chargers, for example, to authorize users, monitor charger status, and/or collect, transmit, record, and manage other information.
- E. "Chargers" shall have the same meaning as "electric vehicle supply equipment (EVSE)". The physical unit controlling the power supply to one or more vehicles during a charging session.
- F. "Charging ports" shall mean an access point for electric vehicle charging that is equivalent to the number of vehicles that can be charged at the listed power level concurrently at the same charger. A single charger may have one or multiple charging ports, and a single charging port may have one or multiple connectors.
- G. "Combined Charging Standard (CCS)" shall mean the plug standardized as SAE J1772 Combo delivering DCFC power between the charger and the on-board vehicle charging equipment.
- H. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- I. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- J. "Direct current fast charger (DCFC)" shall mean EVSE that supplies at least 100 kilowatts (kW) of electricity through each charging port during a charging session.
- K. "Downtime" shall mean time during which a charging port is not operational as defined in Attachment A: Scope of Work.
- L. "Electric vehicle supply equipment (EVSE)" shall have the same meaning as "charger". The physical unit controlling the power supply to one or more vehicles during a charging session.
- M. "Failed charging session" shall mean an incident when the criteria for a successful charging session are not met following a charging attempt.
- N. "Labor hours" shall mean the total hours of workers receiving an hourly wage who are directly employed on a project site.
- O. "Level 2 charger" shall mean EVSE that supplies at least 7.2 kW of electricity through each charging port during a charging session.
- P. "Multifamily mapping tool" shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for multifamily project sites.
- Q. "North American Charging Standard (NACS) connectors" shall mean the plug, currently being standardized as SAE J3400 and also known as the Tesla charging standard, delivering power between the charger and the on-board vehicle charging equipment

- R. "Office of Minority and Women's Business Enterprises (OMWBE) contractor" shall mean small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons as certified by OMWBE.
- S. "Open Charge Point Interface (OCPI)" shall mean a communications protocol between charging network central management systems intended to facilitate customers roaming between networks.
- T. "Open Charge Point Protocol (OCPP)" shall mean an open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers.
- U. "Operational or in operation" shall have the following meaning: A charging port is considered operational or in operation when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
- V. "Overburdened community" shall mean a Census tract with a rating of 9 or 10 on the Environmental Health Disparities map as maintained by the Washington State Department of Health.
- W. "Preventive maintenance" shall mean any maintenance that is carried out prior to failure detection and is aimed at preventing a charging port from becoming non-operational.
- X. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Y. "Project Labor Agreement (PLA)" shall mean pre-hire collective bargaining agreements negotiated between one or more construction unions and one or more construction employers (subcontractors) that establish the terms and conditions of employment for a specific construction project.
- Z. "Project site" shall have the same meaning as a charging station. A single property parcel, or part of a single property parcel, where one or more EVSE funded by the Washington Electric Vehicle Charging Program are located. A project site includes the EVSE, ports, connectors, parking areas served by the EVSE, and lanes for vehicle ingress and egress.
- AA. "Public mapping tool" shall mean the mapping tool developed and provided by Commerce during the application phase to determine scoring for publicly available project sites.
- BB. "Society of Automotive Engineers (SAE) J1772 connectors" shall mean the plug standardized as SAE J1772 delivering Level 2 power between the charger and the on-board vehicle charging equipment.
- CC. "Site owner" shall mean the property owner of the land where the charger is physically located. The site owner may or may not be the owner of the charger.
- DD. "Site number" shall mean the number assigned to each site during application submission that will be used for identification throughout this contract. "State" shall mean the state of Washington.
- EE. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- FF. "Successful charging session" shall mean an incident when, following a charge attempt, a customer's electric vehicle battery is charged to the state of charge the customer desires and is disconnected manually by the customer or by the EV's onboard software system terminating the charging session, without an additional charge attempt.



- GG.** "UL" shall mean the entity, formerly known as "Underwriters Laboratories", that provides testing and certifications for product safety. Level 2 EVSE must meet UL 2594 certification, and DCFC EVSE must meet UL 2202 or UL 9741, as determined by a nationally recognized testing laboratory (NRTL) participating in the Occupational Safety and Health Administration NRTL program.
- HH.** "Underserved community" shall mean a Census tract with a rating of 9 or 10 on the "underserved" scoring factor as defined in the application manual and determined on the public mapping tool.
- II.** "Uptime" shall mean time during which a charging port is operational as defined in ATTACHMENT A: SCOPE OF WORK

## **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

## **3. AMENDMENTS**

This Contract 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.

## **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

## **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this section includes:

- i.** All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii.** All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii.** All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

**B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

**C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

## **10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

## **11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

## 12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## 13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

## 14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

## 15. SUBCONTRACTING (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #1)

~~The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

## 16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to

settle or pay any or all claims arising out of the termination of such orders and subcontracts;

- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

**20. TREATMENT OF ASSETS (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #2)**

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~
- ~~B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.~~
- ~~E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.~~

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work**

Terms used in Attachment A: Scope of Work (Scope of Work) shall have the same meaning as in subsection **2.1 DEFINITIONS** in the **GENERAL TERMS AND CONDITIONS**.

### **1. Project overview**

#### **1.1 Purpose**

The purpose of this contract is as described on the Face Sheet of this contract.

#### **1.2 Partners**

The Grantee shall include an updated list of project partners in the project management report and all subsequent quarterly report updates.

#### **1.3 Site list**

The Grantee shall complete installations for the sites, chargers, ports, connectors, and stub-outs as detailed in **Attachment C: Site List**. The Grantee may request changes to sites and equipment consistent with the change order process as detailed in subsection 2.3 of the Scope of Work.

### **2. Project management**

#### **2.1 Project kickoff**

The Grantee shall identify a primary point of contact to COMMERCE, including name, email address, and phone number, and attend a “kickoff” webinar or meeting with COMMERCE within 30 days of contract execution to discuss contract requirements and grantee expectations.

#### **2.2 Project management report**

The Grantee shall submit a project management report to COMMERCE within 60 days of contract execution, using a template provided by COMMERCE, to describe planned project activities and milestones broken out by site. The report shall align with **Attachment B: Budget** and describe any changes to expected costs and funds following contract execution. The report will also describe plans to comply with funding requirements and state and federal laws and regulations, including but not limited to the Americans with Disabilities Act (ADA).

The Grantee shall issue updates to the project management report on a quarterly basis to COMMERCE, starting no later than four months following contract execution and until all sites are fully installed and a final report has been submitted and approved. The quarterly report shall be submitted no later than 15 days after the end of each quarter, using the reporting template provided by COMMERCE.

##### **2.2.1 Project activities and milestones**

The Grantee shall include project activities and milestones achieved to date and anticipated in the next quarter, and any changes to the project management report, project partner list, risks and issues mitigated, and lessons learned. Activities and milestones must include:

- Information received from the electric utility serving each project site on expected electrical make-ready (on both the utility and customer sides of point of service delivery) and interconnection activities, costs, and timing.
- Expected permitting activities, costs, and timing.

##### **2.2.2 Project expenditures**



The Grantee shall include an updated milestone/invoicing schedule with invoices completed to date and anticipated milestone completion dates for the duration of the grant. While Commerce does not anticipate requiring more detailed expenditure information as part of quarterly reporting, Grantee shall maintain project fiscal records in alignment with Generally Accepted Accounting Principles (GAAP) and in sufficient detail to show that a) grant funding has been spent only on eligible costs as outlined in **Attachment D: Sample Application Manual**, and b) grant funds have not been comingled with any non-grant (match) funds.

### 2.3 Change orders

Changes to **Attachment A: Scope of Work** and/or **Attachment C: Site List** may be requested by the Grantee using the change order request template provided by COMMERCE. Within the limits defined in Subsections 2.3.1-2.3.4 of **Attachment A: Scope of Work**, Commerce may consider and accept such changes. For change order forms affecting only information contained in **Attachment A: Scope of Work** and/or **Attachment C: Site List**, a change order will be considered to be accepted by COMMERCE once the applicable COMMERCE representative has signed the form. Change orders affecting contract information outside of **Attachment A: Scope of Work** and/or **Attachment C: Site List** (including but not limited to: grant amount, start date, or end date) require a formal contract amendment.

#### 2.3.1 Grant amounts

Change orders may be accepted by COMMERCE if such orders change the scope of work in a way that requires a lower or same COMMERCE grant amount as the current contract. Commerce will not consider change order requests if the scope of work changes such that projects can only be successfully completed with a higher grant amount than the original contract.

Change orders that remove sites, reduce the quantity of charging ports, or result in removed adders must also reduce the maximum grant amount in this contract consistent with the award process as detailed in the **Attachment D: Sample Application Manual**.

#### 2.3.2 Site changes

The Grantee may request changes to one or multiple sites, including site removal, following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

COMMERCE will only consider site change requests if they meet one or more of the following conditions:

- The Grantee has exhausted all reasonable options to make the original site work and COMMERCE has determined that project success is either impossible or unlikely to occur;
- Ownership of the original site changes, or site owner no longer agrees to host chargers on their property;
- Conditions of the original site change such that a charger installation on the site can no longer satisfy all requirements of the contract; or
- Previously anticipated non-program funding is no longer available to support the site.

COMMERCE will only consider site change requests that move grant funding from one or multiple sites to new one or multiple sites if new identified sites have the same or higher score on the site-related scoring criteria (as described in **Attachment D: Sample Application Manual**), as described in the application manual, as the lowest score receiving an award.

The Grantee may request site changes in any combination as long as the new project sites can be completed with costs eligible for reimbursement within the current grant amount as outlined in **Attachment D: Sample Application Manual**.

### 2.3.3 Charging port quantity changes

The Grantee may request changes to the quantity of equipment to be installed, including Level 2 charging ports, DCFC charging ports, and stub-outs, in one or multiple sites following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

COMMERCE will only consider equipment quantity change requests if:

- New information learned by the Grantee following contract execution indicates site conditions will add cost or otherwise add risk to project success if contract implementation moves forward unchanged;
- The requested new quantity of Level 2 charging ports, DCFC charging ports, and combination of Level 2 and DCFC charging ports at each affected site does not exceed limits as described by the application manual; and
- The project site score for all affected sites continues to be the same or higher on the site-related scoring criteria (as described in **Attachment D: Sample Application Manual**) as the lowest score receiving an award.

### 2.3.4 Scope of Work requirement exemptions

The Grantee may request exemptions to equipment, installation, and operations and maintenance requirements in **Attachment A: Scope of Work** following contract execution for consideration by COMMERCE. COMMERCE may choose to accept or reject requests for any reason.

## 2.4 Progress meetings

The Grantee shall participate in any progress calls requested by COMMERCE, to be scheduled within a month of the request.

## 2.5 Project final report

The Grantee shall submit a final report to COMMERCE that:

- Describes the project's purpose, approach, activities performed, results; and
- Includes the project's maintenance and operations service contract or plan.

## 3. Equipment requirements

### 3.1 Chargers

#### 3.1.2 Level 2 chargers

All Level 2 chargers installed at covered project sites shall:

- Be networked through Wi-Fi, cellular (4G and above), or Ethernet;
- Be capable of at least a 7.2 kW power output;
- If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers. This requirement only applies to publicly available chargers, not residential or fleet/workplace, unless those projects will be publicly available in addition to their residential/work purpose
- Be capable of using OCPP 1.6 or later;
- Be capable of using OCPI version 2.1.1 or 2.2 standards;
- Be ENERGY STAR certified in the ENERGY STAR product database;
- Be certified by a nationally recognized testing laboratory to UL 2594; and



- Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220.

All public site (as defined in **Attachment D: Sample Application Manual**) Level 2 chargers installed at covered project sites shall:

- Support remote start capabilities for, at minimum, payment via a toll-free number; and
- Not require a membership for use.

### 3.1.2 DCFC chargers

All DCFC chargers installed at covered project sites shall:

- Be networked through Wi-Fi, cellular (4G and above), or Ethernet;
- Be capable of at least a 100 kW power output;
- Support remote start capabilities for, at minimum, payment via a toll-free number;
- If requiring payment, have a mobile payment device physically located on each charger dispenser or on a kiosk serving the charger dispensers;
- Not require a membership for payment.
- Be capable of using OCPP 1.6 or later;
- Be capable of using OCPI version 2.1.1 or 2.2 standards;
- Be certified by a nationally recognized testing laboratory to UL 2202 or UL 9741; and
- Comply with all relevant state laws and rules in effect, including but not limited to Department of Agriculture rules in WAC 16-662-200, WAC 16-662-210, WAC 16-662-215, and WAC 16-662-220.

### 3.2 Connectors

At least 33% of Level 2 connectors at each project site must be SAE J1772 connectors, and at least 33% of DCFC connectors at each project site must be CCS1 connectors. Connector types other than SAE J1772, CCS1, and NACS may be installed at project sites, but are not factored into the grant award amount.

### 3.3 Stub-outs

The Grantee shall only receive reimbursement for costs on up to three stub-outs per site as listed in **Attachment C: Site List**. To qualify for the future proofing adder, Level 2 installations must either meet the definition above or install a Level 2 receptacle. DCFC stub-out installations must meet the definition of "Stub Out" in subsection **2.1 DEFINITIONS** in the **GENERAL TERMS AND CONDITIONS** of this contract.

## 4. Installation requirements

### 4.1 Labor requirements

#### 4.1.1 Prevailing wage

The Grantee shall comply with prevailing wage requirements as detailed in this agreement, and/or as required by law.

#### 4.1.2 Electrical apprenticeship utilization rate

The Grantee shall meet or exceed an electrical apprenticeship utilization rate specified for each site in **Attachment C: Site List**. This requirement shall be waived by COMMERCE if the Grantee demonstrates that one electrician is sufficient to complete all work required by the contract.

Electrical apprentices must be enrolled in an apprenticeship program registered with the Department of Labor and Industries to count towards the utilization rate. The utilization rate shall

be calculated as a percent of the total labor hours performed by electrical apprentices divided by the total labor hours performed by all electrical workers, including apprentice and journey level workers, employed upon all project sites covered in the contract.

Grantee shall submit, on a site-by-site basis, total labor hours by all electrical contractor workers, total labor hours by electrical apprentices, and apprentice identification for all electrical apprentices working on the grant project to COMMERCE in quarterly reports as required in Section 4 of **Attachment A: Scope of Work**.

#### **4.1.3 Project labor agreement**

If the Grantee committed to using project labor agreements in their application, the Grantee shall submit to COMMERCE a project labor agreement or agreements covering project sites for which such a commitment was made. All project labor agreements must have been made with at least one labor union, regional council, or association affiliated with the Washington State Building and Construction Trades Council. For any sites covered by a project labor agreement, neither site preparation nor construction work may begin until a project labor agreement is in place.

#### **4.1.4 Office of Minority and Women's Business Enterprises certified contractor**

If, in their grant application, the Grantee committed to contracting with Office of Minority and Women's Business Enterprises (OWMBE)-certified contractor(s), the Grantee shall hire one or more contractors to complete work on the covered project sites that are certified as small businesses owned and controlled by minority, women, and socially and economically disadvantaged persons by the Office of Minority and Women's Business Enterprises. The Grantee shall note such contractors on their project management report and quarterly report updates.

### **4.2 Installation deadlines**

The Grantee shall complete installation and begin operations of all charging ports on each project site according to the required timelines:

- Level 2 charging ports only: within 270 days following contract execution;
- DCFC charging ports only: 580 days following contract execution; and
- Combination of at least one Level 2 charging port and at least one DCFC charging port: within 580 days following contract execution.

The Grantee may request extensions and COMMERCE may grant extensions consistent with Section 2.4 of **Attachment A: Scope of Work**.

## **5. Operations and maintenance requirements**

### **5.1 Operations and maintenance service agreements**

The Grantee shall enter into an operations and maintenance service contract, including a Service Level Agreement (SLA), with a qualified partner to meet requirements of this section of the scope of work.

COMMERCE may waive this requirement if the Grantee demonstrates qualifications and a plan to perform this task without contracting with an external partner.

### **5.2 Operations requirements**

#### **5.2.1 Operations duration**

The Grantee shall maintain reliable operations of all Level 2 charging ports during all typical project site operational hours for at least four years, and all DCFC charging ports for at least six years, following their first day of operations.

### 5.2.2 Uptime

The Grantee shall ensure all charging ports installed are operational no fewer than 97 percent of the charging site's standard hours of operation, as measured by uptime percentage rate, throughout the each charging port's required operations duration.

Uptime percentage rate shall be calculated as  $U = \frac{T-D+E}{T} * 100\%$ , with:

- U = Uptime reporting percentage for the reporting period.
- T = Total time of project site operational hours during the reporting period.
- D = Total downtime during the reporting period, including excluded downtime.
- E = Excluded downtime during the reporting period.

Downtime shall be measured as any period of time within the standard hours of operation in which a charger is not operational, including:

- A period in which the charging port's response to the central system's request for notification of operative status indicates that the connector or charging port is in an inoperative state; and
- A period in which maintenance logs show initial notice of a physical or otherwise non-networked issue that results in a non-operational status prior until maintenance logs show repairs have returned the charging port to an operational status.

Excluded downtime shall be defined as a period of downtime caused by any of the following reasons:

- Downtime before initial installation;
- Electric grid power loss that cuts off power supply to the charging port;
- Any failure to charge due to the fault of the vehicle;
- Preventive maintenance, up to 24 hours per year;
- Physical damage to hardware caused by a third party, including vandalism or theft, up to five days for each event;
- Telecommunication network outages beyond the control of the Grantee; and
- Extraordinary events, including natural disasters that are unforeseeable and impossible to plan for in advance.

### 5.3 Maintenance requirements

The Grantee shall:

- Perform regular preventive maintenance, including visual inspection, performance testing, functional validation, and reporting;
- Monitor network performance;
- Dispatch maintenance technicians in a timely manner and address malfunctions and repairs within 48 hours of initial notice; and
- Provide charging station users with call center service at all times of operation that will assist users with any technical issues encountered at the stations.

### 5.4 Distribution of educational materials

The Grantee shall work with site owners to ensure residents of multifamily buildings and/or employees at commercial buildings served by multifamily and workplace project sites (as defined in **Attachment D: Sample Application Manual**) under this contract are aware of the opportunity to use chargers. To satisfy this requirement, the Grantee shall ensure partner site owners distribute educational materials to residents and/or employees and offer timely responses to questions on use of chargers.

The Grantee shall ensure any educational materials distributed to residents of multifamily buildings and/or employees at commercial buildings meet requirements detailed in the term “**Acknowledgement of Climate Commitment Act Funding**” of this agreement.

This requirement does not apply if the contract does not include any multifamily or workplace project sites.

### **5.5 Utilization and reliability reporting requirements**

Following submission of the final report, the Grantee shall submit an operations report with data on each charger once every six months until the end of the operational duration. The Grantee shall submit the report no later than 15 days after the end of each six-month period with the following data for the quarter and cumulatively over total operations:

- Average hours per day the charger drew power.
- Average hours per day the charger was connected to an electric vehicle.
- Average kWh per day the charger port dispensed.
- Uptime percentage rate per charger, with all data needed to verify calculations including an itemized summary of the date, duration, and category all excluded downtime being claimed for a reporting period.
- The percentage of successful charging sessions to the total number of charge attempts for each charger.
- All instances of preventative maintenance.
- Time log with information on reported charger malfunctions and corresponding repairs.
- Proof of network monitoring and call center service.

## **6. Scope of work violations**

Nothing in subsections 6.1-6.3 shall be interpreted to limit, alter, or supersede Commerce’s rights under the **GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS**, and the **PROGRAM SPECIFIC TERMS AND CONDITIONS** of this agreement.

### **6.1 Failure to submit reports or attend meetings**

Failure to submit required reports or attend required meetings will be treated as a default, which left uncured, may result in COMMERCE’s right to recapture disbursed funds and terminate any obligation to disburse additional funds.

### **6.2 Violation of equipment and installation requirements**

Costs incurred on any activity subject to this contract that result in a violation of requirements, including variances from project information in the scope of work, shall be considered disallowed costs and treated as a default, which left uncured, may result in COMMERCE’s right to recoup disbursed funds and terminate any obligation to disburse additional funds for the site(s) for which the violation occurred.

### **6.3 Violation of operations and maintenance requirements**

The first failure to meet operations and maintenance requirements will result in a warning and required improvement plan explaining how improvement will be made in future reporting periods. Repeat violations will result in COMMERCE’s right to recoup up to ten percent of disbursed project costs.

### Attachment B: Budget

| Site/Milestone       | Milestone/Deliverable                    | Deliverable Description   | Expected Completion | Percent of Grant Budget | Applicant Match     | Amount of Grant  |
|----------------------|--|---|---------------------|-------------------------|---------------------|------------------|
| <b>0</b>             | <b>Project Management/Planning</b>       |   | <b>11/30/2024</b>   | <b>10%</b>              | <b>\$0.00</b>       | <b>7,500.00</b>  |
|                      | Project management report                | Project management report completed, meeting all requirements described in Attachment A: Scope of Work  |                     |                         |                     |                  |
| <b>Fleet Site #1</b> |  |   |                     | <b>90%</b>              | <b>\$135,000.00</b> | <b>67,500.00</b> |
| <b>F1.A</b>          | Procure services needed for installation | Copy of subcontract for installation services   | 10/2024             |                         |                     | 20,250.00        |
| <b>F1.B</b>          | Procure EV Charging equipment            | Paid EV Charging equipment invoice.   | 11/2024             |                         |                     | 20,250.00        |
| <b>F1.C</b>          | Site Completion Report                   | Photo(s) of completed site installation with all installed EV Charging Equipment and stub-outs (as applicable). Copies of completed construction and commissioning reports. | 01/2025             |                         |                     | 27,000.00        |
|                      |  |   | <b>Totals</b>       | <b>100%</b>             | <b>\$135,000.00</b> | <b>75,000.00</b> |

|                      |              |
|----------------------|--------------|
| <b>Grant Amount</b>  | \$75,000.00  |
| <b>Project Total</b> | \$210,000.00 |



**CITY OF LAKE FOREST PARK  
CITY COUNCIL  
AGENDA COVER SHEET**

**Meeting Date** September 12, 2024 Regular Meeting

**Originating Department** Executive

**Contact Person** Mayor Tom French

**Title** Resolution 24-1966/Approving Addendum 2 to the Purchase and Sale Agreement for acquisition of property located at 19001 40th Place and delegating authority to the Administration to negotiate and conclude the remaining contingencies

**Legislative History**

- First Presentation August 19, 2024 Special Meeting
- Second Presentation August 29, 2024 Special Meeting
- Third Presentation September 12, 2024 Regular Meeting

**Attachments:**

1. Resolution 24-1966
2. Addendum 2 to Purchase and Sale Agreement
3. Purchase and Sale Agreement

**Executive Summary**

On August 29, 2024, the City Council passed Resolution 24-1962 authorizing the purchase of the property at 19001 40th Place (Property) for a sale price of \$1.6 million. The purchase and sale agreement (Agreement) includes multiple contingencies. The proposed Resolution 24-1966 authorizes Addendum 2, which satisfies the insurance contingency and authorizes the Administration to negotiate and conclude the inspection and leasehold tax contingencies.

**Background**

The Mayor and City Council, along with the Stewardship Foundation, were approached about purchasing the Property to preserve it as a future park. The Property, neighboring the existing Five

Acre Woods, would allow the City to expand the park in the future. The Property is complementary to Five Acre Woods and has the potential to enhance access to and enjoyment of the natural environment.

The appraisal conducted in late spring by the City resulted in a valuation of \$1.8 million. The Property's current owner has agreed to the purchase price of \$1.6 million. The Agreement provides for a life estate for the current owner meaning she will maintain possession during her lifetime and pay for maintenance, taxes, and insurance.

**Fiscal & Policy Implications**

The purchase funds will come from the capital improvement fund. The Administration will apply for a grant from Conservation Futures during the next funding cycle and seek King County Parks Levy funds to reimburse the purchase price and make future necessary improvements.

During the life estate, the current owner will be responsible for all costs of repair, maintenance, and taxes on the Property and is prohibited from conveying or assigning the life estate to another party.

The acquisition of the property supports the goals of the Parks, Recreation, Trails, and Open Spaces Plan and the Comprehensive Plan.

**Alternatives**

| <i>Options</i>   | <i>Results</i>   |
|--|--|
| <ul style="list-style-type: none"> <li>• Approve the Resolution</li> </ul>     | Addendum 2 will be executed, and the remaining contingencies will be negotiated and concluded by the Administration                              |
| <ul style="list-style-type: none"> <li>• Not approve the Resolution</li> </ul> | The Property will be put up for sale, and it may be purchased by a private developer that may not preserve the current character of the Property |

**Staff Recommendation**

Pass Resolution 24-1966 approving Addendum 2 to the Purchase and Sale Agreement for the acquisition of property located at 19001 40th Place and delegating authority to the Administration to negotiate and conclude the remaining contingencies in the Agreement.

**RESOLUTION NO. 24-1966**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING ADDENDUM 2 TO THE PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF PROPERTY LOCATED AT 19001 40th PLACE AND AUTHORIZING THE ADMINISTRATION TO NEGOTIATE AND CONCLUDE CONTINGENCIES IN THE AGREEMENT.**

---

**WHEREAS**, on August 29, 2024 the City Council passed Resolution 24-1962 authorizing the purchase and sale agreement (“Agreement”) for approximately 2.43 acres of heavily treed land adjacent to Five Acre Woods Park located at 19001 40<sup>th</sup> Place (the “Property”); and

**WHEREAS**, the Agreement includes multiple contingencies that must be resolved by mutual agreement before closing of the sale of the Property; and

**WHEREAS**, this Resolution authorizes execution of Addendum 2 to the Agreement regarding insurance and indemnification and authorizes the Administration to negotiate and conclude the inspection and leasehold tax contingencies; and

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

Section 1. APPROVING ADDENDUM 2. The City Council authorizes the Mayor to execute Addendum 2 to the Purchase and Sale Agreement for the Property located at 19001 40<sup>th</sup> Place as attached in Exhibit A.

Section 2. AUTHORIZING THE MAYOR TO NEGOTIATE CONTINGENCIES. The City Council further authorizes the Mayor to negotiate and conclude the inspection and leasehold tax contingencies by either reaching mutual agreement with Seller or terminating the Agreement.

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, 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 12th day of September, 2024.

APPROVED:

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Thomas French  
Mayor

ATTEST/AUTHENTICATED:

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Matt McLean  
City Clerk

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 24-1966

ADDENDUM 2

The following Addendum 2 is an integral part of that REAL PROPERTY PURCHASE AND SALE AGREEMENT ("PSA") dated 8-6-2024, and Addendum 1, between City of Lake Forest Park, a Washington State municipal corporation (the "City" and "Buyer") and Marilyn Jean Rose, a single woman, as her separate estate, ("Rose" and "Seller"), collectively referred to as the Parties.

The parties agree that this Addendum 2 modifies and amends the PSA and Addendum 1 as follows:

1. **Insurance.** Paragraph# 3 of the Addendum 1 provides as follows:

"3. Insurance. Seller does not agree to Paragraph 5.2 of the PSA, which provides the obligation of Seller for insurance during the Life Estate. The PSA is contingent on the Parties agreeing prior to closing on an acceptable insurance policy for Seller to carry during the Life Estate. Seller shall attempt in good faith to obtain a policy for the duration of the Life Estate on the full value of the Lot 35 (and lot 34) home, improvements, personal property, and personal liability similar to what Seller has right now, with Safeco Insurance company (current policy company). If this contingency is not satisfied, the PSA shall terminate, earnest money shall be refunded to Buyer, and neither Party will have any further obligation under the PSA."

Seller has attempted in good faith to obtain insurance as requested by Buyer on the life estate that seller has following closing of this transaction. Seller, and its agents, have taken the following steps:

- a. Asked a local State Farm insurance broker whether they would issue such a policy and they have answered in the negative, that they would not issue any such policy.
  
- b. Seller's agents have asked the current insurance company (Safeco) to consider issuing such a policy, after providing a copy of the PSA and Addendum 1 to the company for review and consideration. Safeco has taken the position that the Seller does not retain/have a property interest (ie. Life Estate, not an insurable property interest and therefore could not and would not issue policies around that). And Safeco also declined to issue any type of commercial policy, since the Sellers retention of a life estate for residential purposes does not constitute "commercial" use. The best that Safeco was/is willing to offer is a tenant type policy that provides limited coverage to Seller for being injured on the property (the household structure) and some limited liability insurance for harm coming from Seller to third parties who come onto the structure portion (not applicable to the real property portion of the property). Safeco will not offer insurance to Seller for the life estate insuring the full value of the home, on lot 34 & 35, or any improvements thereon. Safeco will offer some limited coverage for the tangible personal property contents that Seller will use at the subject property.
  
- c. Based on all this, Seller has requested that Safeco **issue a preliminary policy** that Seller can retain for post closing and while maintaining the use of such a life estate after the closing until Seller no longer has a life estate (and to the extent possible, to cover the

tangible personal property for up to 6 months after the life estate has terminated). We are enclosing a copy of such preliminary insurance policy as **Exhibit A**, that Seller will obtain and maintain while owning the use of such life estate (so long as Safeco is willing to issue such policy). The parties agree that having this policy satisfies this insurance provision in this transaction and the parties waive any other insurance requirements in this transaction.

2. **Indemnification / Hold Harmless.** Rose shall defend, indemnify and hold harmless the City its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Rose's use of the real property and appurtenances comprising the Life Estate as described in Addendum 1 ("Life Estate Property"), or from any activity, work or thing done, permitted, or suffered by Rose on the Life Estate Property, except only such injury or damage as shall have been occasioned by the negligence of the City. This clause and Section 5. of the Agreement as amended in Addendum 1 and Addendum 2 regarding the Life Estate shall survive Closing.

3. **Addendum Controls.** All other terms of the original PSA agreement and Addendum 1 shall be in full force and effect except to the extent as amended or added to by this Addendum 2. Where a conflict arises between this Addendum and the prior agreement and/or addendums, the terms of this Addendum 2 shall control.

Marilyn Jean Rose DATED: 6 Sept 2024  
Marilyn Jean Rose  
Seller

\_\_\_\_\_  
City of Lake Forest Park  
Mayor: Thomas French

DATED: \_\_\_\_\_

MARILYN, here's your renters insurance quote.



Date prepared  
08/22/2024

Proposed policy period  
09/15/2024 to 09/15/2025

Call or email me to purchase this policy.  
ASSUREDPARTNERS OF WA LLC  
1325 4TH AVE STE 2100  
SEATTLE, WA 98101-2572  
425-885-2283  
rhudson@filerinsurance.com  
www.assuredpartners.com/redmond

Prepared for  
MARILYN ROSE  
19001 40TH PL NE  
LAKE FOREST PARK, WA 98155-28192819

Property address  
19001 40TH PL NE  
LAKE FOREST PARK, WA 98155-

**Your total 12-month Safeco policy premium: \$383.00**

| Your coverages | Personal property (coverage C) | Loss of use (coverage D) | Personal liability (coverage E) | Medical payments (coverage F) |
|----------------|--------------------------------|--------------------------|---------------------------------|-------------------------------|
| Limit          | \$150,000                      | 12 Months                | \$500,000                       | \$10,000                      |

| Other and optional coverages    | Limit/Ded | Premium         |
|---------------------------------|-----------|-----------------|
| N - Earthquake                  | 20%       | \$123.00        |
| Identity Recovery Coverage      | Yes       | \$12.00         |
| Full Value on Personal Property | Yes       | Included        |
| <b>Total</b>                    |           | <b>\$135.00</b> |

Your discounts      Renewal

| Premium Summary                                  | Premium         |
|--|-----------------|
| Your Coverages                                   | \$250.00        |
| Other and optional coverages                     | \$135.00        |
| Your discounts                                   | -\$2.00         |
| <b>Your total 12-month Safeco policy premium</b> | <b>\$383.00</b> |

**Your deductibles**      Amount      The deductible is the amount you'll pay out of pocket for a covered loss. For example, if your covered loss is \$10,000 and your deductible is \$1,000, your claims payment would be \$9,000. Higher deductibles generally result in lower premiums but will cost you more out of pocket.

All Perils Deductible      \$1,000.00

| Payment plan options          | Down payment | Includes installment fee of | Remaining payments | Total due |
|-------------------------------|--------------|-----------------------------|--------------------|-----------|
| Paid in full                  | \$383.00     | \$0.00                      | None               | \$383.00  |
| Monthly EFT                   | \$33.92      | \$2.00                      | 11 at \$33.92      | \$407.00  |
| Monthly recurring credit card | \$36.92      | \$5.00                      | 11 at \$36.92      | \$443.00  |

Additional payment plans are available. Ask your independent Safeco agent for details.

*Exhibit A*

**REAL PROPERTY PURCHASE AND SALE AGREEMENT**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into by and between the City of Lake Forest Park, a Washington State municipal corporation (the "City" and "Buyer"); Marilyn Jean Rose, as a separate estate ("Rose" and "Seller"), collectively referred to as the Parties.

**I. RECITALS**

A. The City is committed to acquiring and maintaining parks and opens space for its residents, and Rose supports the City's commitment to parks and open space.

B. Rose owns approximately 2.43 acres, commonly known as 19001 40<sup>th</sup> Place Northeast in Lake Forest Park, Washington. Rose wants her property used for parks and open space, and the Parties have been in negotiations for the purchase by the City of the property for these purposes.

**II. TERMS**

The City desires to purchase and Rose desires to sell to City, all subject to the terms and conditions set forth in this Agreement. The Parties agree as follows:

1. **PROPERTY.** The "Property" subject to this Agreement is legally described in Exhibit A attached hereto and includes any improvements appurtenant to thereto.

2. **PURCHASE; CONDITION OF PROPERTY.** Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement. Buyer acknowledges that prior to the Closing Date (as defined below), Buyer shall have inspected the Property. Buyer will be purchasing the Property in its present condition, "AS IS AND WITH ALL FAULTS." As of the date of this Agreement and as of the Closing Date. Buyer agrees that Seller has made and will have made no representations or warranties or agreements of any kind or nature whatsoever regarding any aspect of the Property, except as provided in this Agreement and in the Deed (as defined below).

3. **PURCHASE PRICE AND ADDITIONAL AMOUNTS.**

3.1. **Amount.** The purchase price ("Purchase Price") for the Property shall be One Million Six Hundred Thousand Dollars and 00/100 (\$1,600,000.00).

3.2. **Payment.** The Purchase Price shall be paid in immediately available funds (i.e., available on the Closing Date).

3.3 **Earnest Money.** Buyer shall deposit with Escrow Holder Earnest Money in the amount of Eighty Thousand Dollars and 00/100 (\$80,000.00) within 10 business days of mutual acceptance.

Buyer's Initials TWF Seller's Initials   
Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

**4. CONTINGENCIES.**

**4.1 City Council approval.** This Agreement is conditioned on the City of Lake Forest Park City Council's (the "City Council's") authorization to buy the Property ("Council Authorization"), which may or may not be granted in the City Council's sole discretion. The City shall not be liable or obligated for any burden or loss, financial or otherwise, incurred by Buyer as a result of the City Council's failure to grant Council Authorization.

**4.2 Inspection.** This Agreement is conditioned on Buyers's subjective satisfaction with an inspection of the Property and improvements on the Property. Buyer's inspection may include, at Buyer's option and without limitation, the structural, mechanical and general conditions of the improvements to the Property, an inspection for hazardous material, a soil/stability inspection, general home inspection, arborist inspection, and sewer line inspection. All inspections are at Buyer's cost. Buyer shall not alter the Property or improvements without first obtaining Seller's permission. Buyer shall be responsible for all damages resulting from any inspection of the Property or improvements performed on Buyer's behalf. Buyer shall restore all improvements on the Property to the same condition they were in prior to inspection.

a. This inspection contingency shall be waived if within 40 days of mutual acceptance ("Inspection Period") Buyer has not given notice to Seller that Buyer disapproves the inspection and terminates this Agreement.

b. Buyer and Buyer's representatives and consultants shall have the right during the Inspection Period to enter onto the Property and conduct inspections, tests or studies as provided in this subsection. Buyer shall give Seller at least 48-hours notice of any inspections of the home on the Property and cooperate with Seller to find reasonable times for same.

**5. LIFE ESTATE AND POSSESSION.** Rose reserves a life estate in the Property for and during her lifetime. During the life estate, Rose shall have the exclusive right of possession of the Property. Rose is prohibited from conveying or assigning her life estate.

**5.1. Costs.** During the life estate, Rose shall pay all costs of repair, maintenance, and taxes on the Property. Rose shall not commit or allow waste on the Property, or cause or allow other serious, permanent harm on the Property. Rose will maintain the Property in the condition it is in on Closing Date, or better, during the life estate.

**5.2. Insurance.** During the life estate, Seller shall procure and maintain insurance on the Property against claims for injuries to persons on the Property or damage to the Property as follows:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of the Property and improvements with no coinsurance provisions.

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Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose



The City shall be named as an additional insured on Rose's insurance policy or policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. Rose's insurance policy or 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 Rose's insurance and shall not contribute to it. Rose shall furnish to the City a copy of the original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of this Agreement.

**6. SELLER DISCLOSURE STATEMENT.** With five (5) business days of mutual acceptance, Seller shall deliver to Buyer a completed seller disclosure statement as provided in RCW 64.06.020. Buyer shall have three (3) business days from delivery to rescind this Agreement based on information in the completed disclosure statement. Buyer acknowledges that the disclosure statement is not a warranty of any kind from Seller.

**7. TITLE.** Title to the Property shall be insurable by an ALTA Owner's Standard Coverage Policy in the amount of the Purchase Price (the "Title Policy") to be issued by Rainier Title for Steward Title Guarantee Company (the "Title Company" or "Escrow Holder"), subject only to the Permitted Exceptions in the attached and incorporated **Exhibit B**. It shall be a condition of Closing that all requirements for issuance of the Title Policy shall have been satisfied or waived by the Title Company and the Title Company shall be prepared to issue the Title Policy, on the standard form in use in the State of Washington, in the full amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property subject only to Permitted Exceptions and others approved by Buyer in writing.

**8. DELIVERIES TO ESCROW HOLDER.**

**8.1. By Seller.** Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

**a. Deed.** A Statutory Warranty Deed warranting conveying fee simple title to the Buyer as provided in RCW 64.04.030 with a reservation of a life estate as described in section 5 above, and otherwise in form and substance reasonably satisfactory to Buyer and the Title Company, duly executed and acknowledged by Seller (the "Deed").

**b. FIRPTA Affidavit.** A certificate duly executed by Seller evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

**c. Certificates of Authority.** Such certificates as are necessary or reasonably required by Buyer or the Title Company to evidence the authority of Seller to execute the instruments to be executed by Seller in

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Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Seller.

**d. Excise Tax Affidavit.** A real estate excise tax affidavit signed by Seller or its agent reasonably satisfactory to the Title Company (the "Tax Affidavit").

**8.2. By Buyer.** Buyer shall deliver or cause to be delivered to Escrow Holder on or before the Closing Date, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

**a. Closing Funds.** Cash by federal funds, wire transfer or cashier's check in the amount necessary to pay the Purchase Price and Buyer's share of Closing costs.

**b. Excise Tax Affidavit.** The Tax Affidavit signed by Buyer or its agent.

**c. Certificates of Authority.** Such certificates as are necessary or reasonably required by Seller or the Title Company to evidence the authority of Buyer and its signatories to execute the instruments to be executed by Buyer in connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Buyer.

**9. CLOSE OF ESCROW.**

**9.1. Time.** The close of escrow (the "Closing") shall occur at the offices of Escrow Holder on a date on or before September 27, 2024 (the "Closing Date").

**9.2. Procedure.** Escrow Holder shall proceed with Closing as follows:

**a.** Obtain the release of the Property from any liens that are not included in the Permitted Exceptions.

**b.** Pay applicable real estate transfer excise taxes, record the Deed, and complete the prorations.

**c.** Issue and deliver the Title Policy to Buyer.

**d.** Deliver to Buyer any other documents deposited by Seller into Escrow that are intended for Buyer.

**e.** Deliver the Purchase Price less amounts applied as provided above, to Seller.

**f.** Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each Party and copies of all executed and recorded or filed documents deposited into escrow, with such recording and filing date endorsed thereon.

Buyer's Initials TWF

Seller's Initials MJR

Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose



**9.3. Incorporation Of Escrow Instructions.** This Agreement shall serve as escrow instructions. The Parties shall execute additional escrow instructions if required by Escrow Holder provided that such additional escrow instructions shall not change the terms of this Agreement without mutual agreement of the Parties.

**9.4. Closing Costs And Prorations.** The Seller and Buyer shall each pay half of the escrow fee. Seller shall pay for recording costs of deed; excise tax; water, sewer and other utility charges. Buyer shall pay for Standard Owners title insurance premium. Property taxes shall be prorated as of the Closing Date.

**10. BROKERAGE.** Each Party represents and warrants to the other Party that it has not retained any firm or broker and further that no broker and no finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that Party with respect to the other Party or the Property. Each Party shall indemnify, defend and hold the other Party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying Party's actions. The obligations of the Parties under this Section shall survive the termination of this Agreement.

**11. CASUALTY.** The rights and obligations of the Parties shall not be changed as a consequence of any casualty to the Property prior to Closing. If and only if Closing shall occur, any insurance proceeds realized from any casualty shall be paid to Buyer.

**12. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**12.1. Seller's Representations, Warranties and Covenants.** Seller, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

**a. Agreements to Transfer or Encumber.** Seller has neither committed nor obligated itself in any manner whatsoever to sell, lease or encumber the Property or any interest therein to any person or entity other than Buyer.

**b. Bankruptcy, Etc.** Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor, to Seller's knowledge, has any such petition been filed against Seller; no general assignment of Seller's property has been made for the benefit of creditors, and no receiver, master, liquidator or trustee has been appointed for Seller or any of its Property.

**c. Litigation.** Seller has received no notice of, and there is not pending or to Seller's actual knowledge threatened, any actions, suits, proceedings, orders, administrative proceedings or investigations pending or to Seller's knowledge threatened against or affecting Seller or the Property, which might materially and adversely affect Seller's ability to execute or perform its obligations under this Agreement.

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Seller's Initials mjr

Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

d. **FIRPTA.** Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

e. **Good Standing and Due Authority.** Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligations enforceable against Seller in accordance with their terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Seller is subject.

12.2 **Buyer's Representation.** Buyer, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

a. **Good Standing.** Buyer is a Washington municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington.

b. **Due Authority.** Buyer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation under this Agreement and the transactions contemplated by this Agreement. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Buyer and constitute the Buyer's legal, valid and binding obligations enforceable against Buyer in accordance with their terms. The consummation by Buyer of the purchase of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Buyer is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Buyer is subject.

13. **SURVIVAL.** The covenants, agreements, representations, warranties made in this Agreement, and the remedies and indemnities provided for in this Agreement, shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

14. **ENTIRE AGREEMENT.** This Agreement contains the entire integrated agreement of the Parties, including all of the covenants and conditions between the Parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of

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Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose



this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

**15. DEFAULT; REMEDIES.**

**15.1. Buyer's Remedies.** This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the Parties. Consequently, if Seller breaches or defaults under this Agreement, Buyer shall have, as its exclusive remedy, the right either to: (i) require specific performance of this Agreement; or (ii) terminate this Agreement.

**15.2. Seller's Remedies.** If Buyer fails, without legal excuse, to complete the purchase of the Property for any reason except failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, is entitled to damages in the amount of the Earnest Money paid by Buyer. Buyer and Seller intend that said amount constitutes liquidated damages and so as to avoid other costs and expenses to either party in connection with potential litigation on account of Buyer's default. Buyer and Seller believe said amount to be a fair estimate of actual damages.

**15.3. Impact of Termination.** At termination of this Agreement, neither Party shall have any further rights or obligations hereunder.

**15.4. Attorneys' Fees.** If either Party brings an action or other proceeding against the other Party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other Party, and in the event any judgment is obtained by the prevailing Party all such costs and attorneys' fees shall be included in the judgment.

**16. NOTICES.** All notices required to be given pursuant to the terms hereof are required to be in writing and shall be either delivered personally; deposited in the United States mail, certified mail, return receipt requested, postage prepaid; or sent by email so long as receipt is confirmed, and addressed to the addresses listed below with copies to the Parties listed after such address:

**BUYER**

City of Lake Forest Park  
17425 Ballinger Way NE  
Lake Forest Park, WA 98158  
Attn: City Administrator  
[phill@cityoflfp.gov](mailto:phill@cityoflfp.gov)

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Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

SELLER

Marilyn Rose  
19001 40<sup>th</sup> Place NE.  
Lake Forest Park, WA 98155

The foregoing addresses may be changed by notice to the other Party as provided herein. Mailed notice properly given shall be deemed received two (2) days after deposit in the mail. At the request of either Party or the Escrow Holder, the Parties will confirm email transmitted signatures by signing an original document.

17. **PARTIAL INVALIDITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. **WAIVERS.** No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **CONSTRUCTION.** Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a Business day, the action shall be taken on the next succeeding Business day.

20. **TIME.** Time is of the essence for every provision of this Agreement. As used in this Agreement, the term "Business Days" refers to Monday – Friday other than legal holidays in the state of Washington.

21. **FORCE MAJEURE.** Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party who is obligated to render performance (but excluding financial inability to perform, however caused). A Party desiring to assert force majeure is required to promptly notify the other Party of the event upon which the

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Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose



assertion will be based and thereafter provide the other Party with such information regarding the event and its duration as the other Party may reasonably request.

22. **SUCCESSORS.** Neither Party may assign this Agreement without the prior written consent of the other Party. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

23. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

24. **RECITALS AND EXHIBITS.** The Recitals and Exhibits are incorporated into this Agreement by this reference.

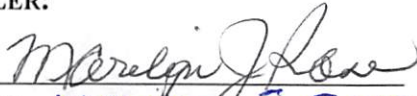
25. **COUNTERPARTS.** This Agreement may be signed in counterparts, any of which shall be deemed an original. An electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

26. **DATE OF MUTUAL ACCEPTANCE.** For the purposes of this Agreement, the date of mutual acceptance of this Agreement shall be the last date on which the parties to this Agreement have executed this Agreement as indicated below.


27. **EXPIRATION OF OFFER.** Seller shall have until 5:00 pm on August 8, 2024, to accept the Agreement as written, by delivering a signed copy thereof to Buyer. If Seller does not so deliver a signed copy within said period, this Agreement shall lapse and all right of the parties hereunder shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last date set forth below.


**SELLER:**

By:   
Name: Marilyn J. Rose  
Title: Seller  
Date: 8-15-2024

**BUYER: CITY OF LAKE FOREST PARK**


By:   
Name: Mayor Thomas French  
Title: Mayor  
Date: 08/06/24

**EXHIBIT LIST**

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Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

- A. Legal Description
- B. Permitted Exceptions

Buyer's Initials TWF


Seller's Initials 

Real Estate Purchase and Sale Agreement City of Lake Forest Park & Rose

**EXHIBIT A**

**Lots 34 and 35, Block 8, First Addition to Lake Forest Park, according to the plat thereof recorded in Volume 20 of Plats, page 82, records of King County, Washington.**

**Situate in the County of King, State of Washington.**



  
SWS  
TWF

**EXHIBIT B**

1. Restrictions, easements, dedications, notes and delineated matters contained on the face of the Plat of First Addition to Lake Forest Park, as recorded in Volume 20 of Plats, Page(s) 82, and any amendments thereto.

2. Covenants, conditions, easements and restrictions recorded under Recording Number 1014258, together with all amendments thereto, which may provide for association dues, fees and/or assessments, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal and any special assessments which may come due but omitting any such covenant or restriction based on race, color, religion, sex, familial status or national origin.

Note: A breach or violation of the above noted restrictions will not cause a forfeiture or reversion of title.

Affects Lot 35

3. Covenants, conditions, easements and restrictions recorded under Recording Number 1061333, together with all amendments thereto, which may provide for association dues, fees and/or assessments, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal and any special assessments which may come due but omitting any such covenant or restriction based on race, color, religion, sex, familial status or national origin.

Note: A breach or violation of the above noted restrictions will not cause a forfeiture or reversion of title.

Affects Lot. 34

4. Easement granted to US West Communications, Inc., a corporation as more fully set forth in the instrument recorded June 4, 1992, as Instrument No. 9206041235.

Affects Lot 35



DATE  
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ADDENDUM 1

The following Addendum 1 is an integral part of that REAL PROPERTY PURCHASE AND SALE AGREEMENT ("PSA") dated 8/6, 2024, between City of Lake Forest Park, a Washington State municipal corporation (the "City" and "Buyer") and Marilyn Jean Rose, a single woman, as her separate estate, ("Rose" and "Seller"), collectively referred to as the Parties.

The parties agree that this Addendum 1 modifies and amends the PSA as follows:

1. **Life Estate.** The Life Estate in paragraph 5. of the PSA is only in the portion of Lot 34 and Lot 35 that includes the 1943-era 2,180 square-foot one story single-family residence with a 550 square-foot carport built in 1943 with an addition in the 1960's; residential yard; and driveway.

2. **Property Taxes.** Paragraph number 5.1 of the PSA provides that during the Life Estate Rose will pay the taxes on the Property. Given that the City as owner of the Property will not pay real property taxes, Rose will pay any leasehold tax due during the term of her Life Estate. This Agreement is contingent on the Parties agreeing prior to Closing on the amount that Rose will pay for the leasehold tax. If this contingency is not satisfied, the P&S shall terminate, earnest money shall be refunded to Buyer, and neither Party will have any further obligation under the P&S.

3. **Insurance.** Seller does not agree to Paragraph 5.2 of the PSA, which provides the obligation of Seller for insurance during the Life Estate. The PSA is contingent on the Parties agreeing prior to closing on an acceptable insurance policy for Seller to carry during the Life Estate. Seller shall attempt in good faith to obtain a policy for the duration of the Life Estate on the full value of the Lot 35 (and lot 34) home, improvements, personal property, and personal liability similar to what Seller has right now, with Safeco Insurance company (current policy company). If this contingency is not satisfied, the PSA shall terminate, earnest money shall be refunded to Buyer, and neither Party will have any further obligation under the PSA.

4. **Sewer Lines and Costs.** Rose believes that she has paid a cost to the relevant sewer district (The City of Lake Forest Park) to hook up a sewer line to both tax parcels making up the Property, but she has never done or paid the actual additional costs to have the actual lines brought on to the Property. In the event that this Property is sold then the relevant sewer district (City of Lake Forest Park) may require that the Seller, Rose, pay for the installment of such sewer lines. The parties agree that any such requirement on Seller Rose, shall be transferred to the City and that Rose shall have no further financial responsibility for such.

5. **Termination of Life Estate and Tangible Personal Property.** In the event of the death of Rose, or in the event that she should relinquish her Life Estate (or by her attorney in fact), the Life Estate shall continue for an additional 6 months to provide time to Seller or her heirs to remove all tangible personal property from the Property. To the extent that tangible personal property remains on the Property under these terms, then Seller holds Buyer harmless for claims relating to such

Addendum No. 1  
1adc/Real-est/ADDENDUM NO 1 8.15.2024 Rose-LFP



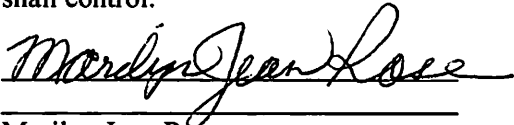
Page 1

  
TWFF

personal property, and Seller (or successors) agrees to maintain the insurance that is agreed upon in paragraph 2. above for this 6-month period. Seller agrees that all personal property will be removed from the Property at the end of the 6-month period and any personal property remaining thereafter may be disposed of by Buyer.

6. **Offer Expiration.** That PSA paragraph 27 provided expiration of that offer on August 8, 2024 and the parties hereby agree that such paragraph no longer applies and the parties agree that this addendum keeps the PSA intact and part of this contract.

7. **Addendum Controls.** All other terms of the original PSA agreement shall be in full force and effect except to the extent as amended or added to by this Addendum. Where a conflict arises between this Addendum and the prior agreement and/or addendums, the terms of this Addendum shall control.

  
\_\_\_\_\_  
Marilyn Jean Rose  
Seller

DATED: 

  
\_\_\_\_\_  
Thomas W. French (Aug 16, 2024 08:32 PDT)  
City of Lake Forest Park  
Mayor: Thomas French

DATED: 16/08/24  
\_\_\_\_\_

  
\_\_\_\_\_  
TWF

Addendum No. 1  
1adc/Real-est/ADDENDUM NO 1 8.15.2024 Rose-LFP



# Rose Signed PSA and Addendum 8-15-2024

Final Audit Report

2024-08-16

|                 |   |
|-----------------|---|
| Created:        | 2024-08-16                                      |
| By:             | Matt McLean (mmclean@ci.lake-forest-park.wa.us) |
| Status:         | Signed  |
| Transaction ID: | CBJCHBCAABAAfV1fRPF9uqV-H3_dC60u1aHZ-YBc6M2O    |

## "Rose Signed PSA and Addendum 8-15-2024" History

-  Document created by Matt McLean (mmclean@ci.lake-forest-park.wa.us)  
2024-08-16 - 3:17:47 PM GMT
-  Document emailed to Tom French (tfrench@cityoffp.gov) for signature  
2024-08-16 - 3:17:59 PM GMT
-  Email viewed by Tom French (tfrench@cityoffp.gov)  
2024-08-16 - 3:28:11 PM GMT
-  Signer Tom French (tfrench@cityoffp.gov) entered name at signing as Thomas W. French  
2024-08-16 - 3:32:23 PM GMT
-  Document e-signed by Thomas W. French (tfrench@cityoffp.gov)  
Signature Date: 2024-08-16 - 3:32:25 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXX8783
-  Agreement completed.  
2024-08-16 - 3:32:25 PM GMT

# City Administrator Report City of Lake Forest Park

Date: September 12, 2024

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

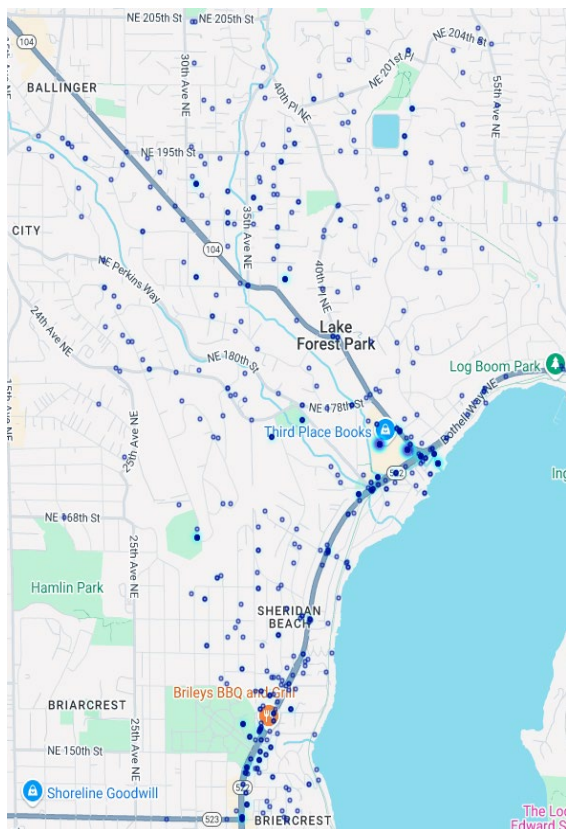
CC: Honorable Mayor Tom French  
Leadership Team

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



Police incidents heatmap for  
August 2024:

Each blue dot is an incident generated by dispatch or an officer.

This map represents **761** Call Incidents in **August**.

|                        |     |
|------------------------|-----|
| Traffic Stop - General | 123 |
| Questionable Activity  | 46  |
| E911                   | 42  |
| Contact of a Person    | 32  |
| LFPPD Warrants         | 28  |
| Theft                  | 26  |
| E911                   | 22  |
| Welfare Check          | 21  |
| Alarm                  | 15  |
| Disturbance            | 12  |
| Traffic Accident       | 12  |
| MV Prowl               | 9   |
| Fraud                  | 8   |
| Trespass               | 7   |
| Vehicle Theft          | 6   |

**Case Reports Taken for August 2024**

|                     |    |                      |   |
|---------------------|----|----------------------|---|
| Theft               | 15 | Traffic offenses     | 1 |
| Trespass            | 14 | CPS                  | 1 |
| MV prowl            | 6  | Order Violation      | 1 |
| Burglary            | 4  | Informational report | 1 |
| APS                 | 4  | DUI                  | 1 |
| MV theft            | 3  | Behavioral Health    | 1 |
| Death investigation | 2  | Assault              | 1 |
| Missing person      | 2  | Disturbance          | 1 |
| Fraud               | 2  | Domestic             | 1 |
| Warrant arrest      | 2  | Harassment           | 1 |
| Sexual assault      | 1  | Indecent exposure    | 1 |
| VUCSA               | 1  |                      |   |

|                   |
|-------------------|
| <b>Total – 67</b> |
|-------------------|

**Notable Incidents:**

**Pursuit and Crash:** LFPPD officers assisted Bothell PD with a driver who fled from them and subsequently crashed. The suspect was located by a K9 unit and taken into custody.

**Missing Person:** A 78-year-old with dementia escaped from a family group home. An extensive search was conducted in collaboration with another department, but the individual was not found.

**Theft and Assistance:** A homeless individual was caught stealing from Albertsons and other stores. Rather than arresting him, officers provided assistance through RCR and issued a trespass notice.

**Domestic Violence Incident:** LFPPD officers aided Bothell PD in handling a domestic violence situation involving a weapon.

**Child Found:** A FedEx driver discovered a 3-year-old child wandering alone on the street. The child's father arrived just as patrol officers were on the scene.

**Unknown Situation:** Mark Goodwin visited the police station but was incoherent in his speech. Services were offered, but he declined.

**Suicide Crisis:** A citizen in crisis was thinking about suicide. RCR responded and took over the case.

**Juvenile Suicide Attempt:** Officers conducted a welfare check on a juvenile who had attempted suicide with pills. She was transported to Children's Hospital.

**Vehicle Disturbance:** Officers investigated a report of a person passed out in a vehicle. The individual was found in the passenger seat, claimed she wasn't driving, and said a friend was coming to pick her up.

**Fire Response:** Officers assisted the fire department with a small garbage container fire near a bus shelter. No suspects identified.

**Disturbance and Transport:** Officers responded to a disturbance involving a drunk individual on NE 182nd St. He was given a courtesy transport to his home.

**Domestic Violence Clarification:** Officers responded to a possible domestic violence call but found the victim had dementia and that no physical altercation occurred. RCR was called to assist.

**Motorcycle Crash:** A motorcyclist collided with a vehicle while passing it and was transported to the hospital with significant injuries.



**Naked Man Incident:** Officers responded to a report of a naked adult male at the Sheridan Beach Community Club. The investigation is ongoing. If you recognize this individual, please contact our police department.

**Vandalism:** A bollard on the trail was cut with a power tool. There are no suspects, and KCSO has been notified.

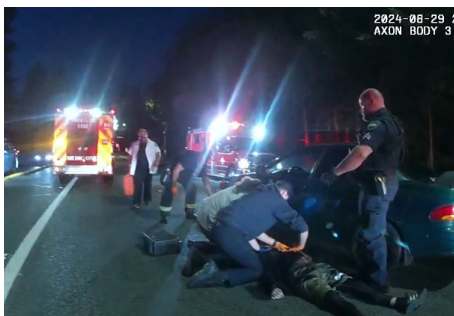
**License Suspended Arrest:** A subject was stopped by LFP officer for DWLS 3<sup>rd</sup> degree. He was informed that he could not drive. He drove anyway...and he got arrested.

**Residential Burglary:** Officers responded to a burglary in progress on the 19400 block of 49th PL NE. Bothell PD assisted, but the suspect had already fled.

**Garage Prowl:** A car prowler used a garage door opener found in a vehicle to steal items from a garage. No leads have been identified.

**Harassment Between Kids:** Officers addressed ongoing harassment between children. The victim's father chose not to press charges at this time.

**Roadway Disturbance:** A man was found in the middle of the roadway yelling at cars. He wasn't sure why he was yelling but wanted to go to the Seattle QFC. Although our officers are not Uber drivers, it appeared to be a good idea to bring him to the Seattle QFC.



**Overdose Rescue:** A subject overdosed inside his vehicle. Officers likely saved his life using Narcan and CPR. The subject refused to go with medical personnel, so he was arrested for DUI (Physical Control). A blood draw was performed (upon search warrant approval) at a nearby hospital.



**Car Prowl:** Car prowl in progress where the officers couldn't apprehend the suspect because he started to drive erratically at high rate of speed. Eventually the officers found and impounded the vehicle, which contained multiple stolen items.

**Summer In-Service Training:**



The summer in-service training for officers took place at Snoqualmie Range. The sessions covered Patrol Rifle Marksmanship, Dynamic Shooting, and Rifle Manipulations. Training exercises included various movements such as fast walking, transitioning between positions, kneeling, and prone shooting, as well as practicing in unconventional positions to simulate scenarios involving building or shield components. Additionally, there were breakout sessions for small teams to enhance their skills further.



**New Police Officer Hire!**



The Police Department is excited to introduce its newest member, Officer Michael (Mike) Rizk! Mike was born and raised in Egypt until his teenage years. Coming to the states and earning an Associate of Arts degree, he worked as a Certified Nurse Assistant. He later graduated from Central Washington University, where he completed flight school and then obtained a bachelor's degree in law and justice. Mike served in the Washington State Army National Guard as an Aircraft Electrician until 2015. For the past nine years, he has worked as a Corrections Deputy with Snohomish County Corrections, where he became a Field Training Officer (FTO) and a Background Investigator. In 2023, he was awarded the Life Saving Medal for his actions in saving a Fentanyl overdose victim. Mike met his wife, Kristin, while they were both attending CWU, and they married in 2015. They have a 7-year-old daughter named Sophie. Mike is passionate about outdoor activities and enjoys taking his family fishing, crabbing in the Puget Sound, camping, and participating in group motorcycle rides. He is the first in his family to pursue a career in law enforcement, a profession he holds in high regard. Mike looks forward to a fulfilling career serving the Lake Forest Park community. If you see him around, please introduce yourself and say hi! He will be in the CJTC Basic Academy starting on September 17<sup>th</sup>, which is a huge improvement on wait times at the academy.

**Academy Graduate!**

We are pleased to announce that Recruit Johnson has successfully graduated from the Basic Law Enforcement Academy and is now Officer Johnson! Over the course of 720 hours, she navigated a challenging and rigorous program, meeting all required standards with commendable dedication. We are excited to see her apply her training during the upcoming four months of field training and look forward to her working hard for our community.





**New School Season 2024-25**



Just a friendly reminder: the new school term began on Tuesday, August 27th. Please be aware that school zone cameras will be active Monday through Friday during the hours of 7:30 am to 9:30 am and 2:30 pm to 4:30 pm. On Wednesdays with early release, the camera times will adjust to 7:30 am to 9:30 am and 1:00 pm to 2:30 pm. Half Day enforceable times are 7:30am to 9:30am and 11:00am to 12:30pm.

We kindly ask that you remain extra cautious when driving through school zones, keeping a sharp lookout for pedestrians and school buses. Be prepared for potential delays during drop-off and pick-up times.

We sincerely appreciate your patience and dedication to keeping our children safe. While we may not always be able to respond to social media posts, please don't hesitate to contact us at 206-364-8216 with any questions. Thank you.



**Chaplain Pancake Breakfast:**



We extend our heartfelt gratitude to Police Chaplains Eric and Andy for organizing an exceptional pancake breakfast for the police staff. The event featured a delectable assortment of pancakes, bacon, and a superb egg bake prepared by Eric's wife. The quality of the food was excellent, and the opportunity to engage with the staff made the occasion even more memorable.

Additionally, we wish to acknowledge the generous support of Nekter Juice Bar in Lake Forest Park. We appreciate Chelsea and Kyle for their contribution of refreshing beverages, further enhancing the breakfast experience. Their ongoing support for our police department and city staff is greatly valued.

A total of 14 attendees, plus the Chaplains, participated in the breakfast, resulting in a successful and enjoyable gathering. The Chaplains are scheduling a future breakfast to engage with the remaining members of the department and other fun events.



**National Night Out:**

National Night Out was another resounding success!

On August 6<sup>th</sup>, our dedicated officers, supervisors, RCR, and NEMCo volunteers actively participated in over 30 events across the city, engaging with more than 1,000 community members (964 registered). The night was blessed with perfect weather, creating an ideal setting for neighborhood festivities filled with BBQs, burgers, and potluck-style feasts.



Our police staff engaged in meaningful conversations about staffing, current policing strategies, mental health response with RCR, and traffic safety and calming. They patiently addressed numerous questions from community members. Mayor French and Councilmember Furutani joined Chief Harden in visiting several neighborhood parties, where the feedback was overwhelmingly positive. Many residents expressed their sense of security in Lake Forest Park and appreciated the open discussions regarding property crime, traffic concerns, and our ongoing commitment to their safety.

The kids were delighted with the gift bags and had a blast exploring our patrol vehicles. Overall, the event was exceptionally well-received, successfully achieving its goal of fostering connections among neighbors. We are all LFP! Thank you for another successful year (our 18th year)!






**Recruiting:**

**WANT TO LEARN MORE ABOUT BECOMING A POLICE OFFICER?**

Join us for this FREE event as we discuss the steps involved to become a police officer & answer your questions about a rewarding career in law enforcement.



On August 13th, Human Resources and the Police Department held a virtual Candidate Information Session to outline the process of becoming a police officer. The session covered the steps involved, details about the police department, benefits, and the selection process. A representative from Public Safety Testing provided an overview of the testing and selection procedures. HR also shared general resume and interview tips, and the panel addressed questions from participants.

## Exam Preparation



Review testing instructions at least one day prior

- Required documentation
- Equipment set-up for in-home testing
- Travel and parking plans
- Ensure you have allotted enough time!

Arrive early

- In-person: Check-in starts approximately 30 minutes before test
- Online: Zoom room opens 15 minutes prior to published start time

Be well-rested, bring a snack, drink water, wear comfortable clothes!

## Selection Process Overview – Entry Level

**Public Safety Testing (PST):**

[www.publicsafetytesting.com](http://www.publicsafetytesting.com)

**National Testing Network (NTN):**

[www.nationaltestingnetwork.com](http://www.nationaltestingnetwork.com)

**What does the test entail?**

- Written Exam (70% passing score)
- Personal History Questionnaire (PHQ) required within 7 days of passing your written exam.
- Scores are good for 12 months

**PST's Physical Agility Test (PAT):**

**PAT STANDARDS:** You must successfully complete the minimum number of correct repetitions for each PAT event (failing one event will constitute a failure of the PAT).

| Washington |                           | # of repetitions |
|------------|---------------------------|------------------|
| Event #1   | Push-Ups - 90 seconds     | 20               |
| Event #2   | Sit-Ups - 90 seconds      | 25               |
| Event #3   | Squat Thrusts - 3 minutes | 35               |



## About Us

One station department in King County

The City of Lake Forest Park is located at the north-end of Lake Washington, just north of Seattle

20 sworn officers and 3 support staff

Over 9,000 Calls for Service in 2023

Service Area 3.52 sq. miles

Population Served – 13,620

Patrol Work Schedule: Rotation of 3 work-days on (12-hour shifts) and 3 days off.

Additional Patrol Duties: traffic, K9, gangs, graffiti, training, narcotics, and mutual aid response to neighboring jurisdictions



## **Community Preparedness Fair**

NEMCo is excited to sponsor the Community Emergency Preparedness Fair on Saturday, September 14, 2024. Join us at Third Place Commons in Lake Forest Park from 10:00 am to 2:00 pm for preparedness presentations, displays, resource materials, and hands-on demonstrations.

### Event Details:

Date: Saturday, September 14, 2024

Time: 10:00 am to 2:00 pm

Location: Third Place Commons, 17171 Bothell Way NE, Lake Forest Park, WA

At NEMCo, we're dedicated to ensuring our community is equipped to handle emergencies. Our team provides hands-on training to help you identify local hazards, practice using fire extinguishers, create a family emergency plan, and learn critical medical assistance techniques.

For more details, check out our flyer at [www.NorthshoreEMC.com](http://www.NorthshoreEMC.com)



**COMMUNITY PREPAREDNESS  
FAIR**

**Saturday, September 14, 2024**  
**Time: 10:00 am to 2:00 pm**  
**Location: Third Place Commons**  
17171 Bothell Way NE, Lake Forest Park, WA

**NEMCo is sponsoring a free community event:**

- Presentations
- Displays
- Resource materials
- Hands-on demos

Water – Sanitation – Fire suppression  
First aid – Emergency radio operations

**Topics Include:**

- Hands-on use of a Fire Extinguisher
- Hands-on Practice using a Radio
- How to Properly Shutoff Utilities
- How to Sanitize Water
- What to Keep Under your Bed
- Preparing your Home, Office, Car

# Upcoming CERT Course

## SIGN UP

**Class:** Community CERT Program

**Cost:** Free

**Dates:** 7-week format, Thursday nights, Sept. 12 - Oct. 24 and Oct. 26 simulation

**Time:** 6:00pm - 9:00pm

**Location:** Kenmore, Fire Station 51

**Online Sign Up:** [bit.ly/3l8fnBU](http://bit.ly/3l8fnBU)

*Students will fulfill 24 hours of Community Service.*



## SERVING AN ONGOING NEED...

After completing the CERT Program the opportunities do not end. You can apply what you have learned by helping our Community, Police, and Fire by assisting with:

- public service events, such as fun runs and workshops, traffic control and crowd
- management, support at the NEMCo
- booths, and participating in other public
- preparedness educational opportunities.

Regardless of your age, background, experience or capabilities, there is something you can do to help yourself, your family and your community. Learn the skills you need with CERT.



## WHAT IS CERT?

CERT is a Community Emergency Response Team training program developed by the Federal Emergency Management Agency (FEMA). The CERT curriculum teaches community residents how to successfully prepare themselves, their families and neighbors to handle an emergency or disaster.



WWW.NorthShoreEMC.com



**Public Works**

The SR104 & 40<sup>th</sup> Place NE Roundabout project has been selected for a conditional award in the amount of \$2,000,000 by the Public Works Board.

**II. Internal City Information**

**Municipal Services**

**Passport Services – July 2024**

Passport services processed a total of 466 passport applications and took 331 passport photos. Total revenue for July 2024 is \$22,930. This is an increase of \$10,525 from July 2023, which had a total revenue of \$12,405.

**Passport Services – August 2024**

Passport services processed a total of 503 passport applications and took 333 passport photos. Total revenue for August 2024 is \$24,265. This is an increase of \$10,480 from August 2023, which had a total revenue of \$13,785.

**Human Resources**

- Staffing Updates:
  - On September 3<sup>rd</sup>, Public Works Superintendent Scott Walker retired from the City of Lake Forest Park. Scott started with the organization as a Maintenance Worker in 2001. During his last day, the Leadership Team and staff took time to recognize Scott’s 23 years of service and countless contributions to the City, presenting him with a plaque.



- Zoey Spears started in her new role as Receptionist/Office Clerk. In addition, Public Works welcomed new Maintenance Worker Robin Nickalaski to the team. The City continues to recruit for the Senior Planner and Senior Project Manager roles, along with a Building Official and Public Works Superintendent.
- HR Director Moore facilitated two oral board interviews with the Police Department for the entry level police officer eligibility list. Another round will be held at the end of September.
- Management met with the Teamsters group for our first contract negotiation meeting.

### III. Council Information

### IV. Response to Citizen and Council Comments

### V. Contract Reporting

The following agreements were administratively approved:

- AG-24-034, King County/Radio Subscriber Services
- AG-24-036, Chrome General Contracting, Inc./28<sup>th</sup> Ave NE Culvert Repair

### VI. Legislative Update

### VII. Community Events

### VIII. Upcoming City Sponsored Events

### IX. Meetings Calendar

#### [City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)

September 19, 2024, 6:00 PM - 7:30 PM, City Hall and via Zoom

[More Details](#)

#### [City Council Committee of the Whole Meeting \(hybrid meeting\)](#)

September 23, 2024, 6:00 PM - 7:30 PM, City Hall and via Zoom

[More Details](#)

#### [Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)

September 24, 2024, 7:00 PM - 9:00 PM, City Hall and via Zoom

[More Details](#)

**[City Council Regular Meeting \(hybrid meeting\)](#)**

**September 26, 2024, 7:00 PM - 9:00 PM, City Hall and via Zoom**

**[More Details](#)**

**[City Council Special Meeting \(hybrid meeting\)](#)**

**September 30, 2024, 6:00 PM - 8:00 PM, City Hall and via Zoom**

**[More Details](#)**