



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, June 27, 2024 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/87584100661>

Call into Webinar: 253-215-8782 | Webinar ID: 875 8410 0661

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

The meeting is being recorded.

HOW TO SUBMIT WRITTEN COMMENTS:

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

As allowed by law, the Council may add and take action on items not listed on the agenda. For up-to-date information on agendas, please visit the City's website at www.cityoflfp.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. If the comments are of a nature that the Council does not have influence or control over, then the Mayor may request the speaker suspend their comments. The Council may direct staff to follow up on items brought up by the public. **Comments are limited to a three (3) minute time limit.***

5. **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. June 13, 2024 City Council Work Session Minutes
- B. June 13, 2024 City Council Regular Meeting Minutes
- C. City Expenditures for the Period Ending June 27, 2024

6. **ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION**

- A. Resolution 24-1958/Adopting the Lake Forest Park Healthy Streets Initiative

7. **ORDINANCES AND RESOLUTIONS FOR ACTION**

- A. Resolution 24-1957/Authorizing the Mayor to Sign an Agreement for Consultant Services with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project
- B. Ordinance 24-1292/Adopting the 2021 International Building Code and other construction related codes
- C. Resolution 24-1956/Adopting a purchasing and acquisition policy
- D. Ordinance 24-1290/Traffic Safety Camera amendments

8. **COUNCIL DISCUSSION AND ACTION**

- A. Possible letter to Sound Transit regarding the Bus Rapid Transit project along State Route 522.

9. OTHER BUSINESS

10. COUNCIL COMMITTEE REPORTS

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

11. EXECUTIVE SESSION

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

12. ADJOURN

FUTURE SCHEDULE

- Thursday, July 4, 2024 – Independence Day; *City Offices Closed*
- Thursday, July 11, 2024, 6:00 p.m. – City Council Work Session; *hybrid meeting (City Hall and Zoom)*
- Thursday, July 11, 2024, 7:00 p.m. – City Council Regular Meeting; *hybrid meeting (City Hall and Zoom)*
- Thursday, July 18, 2024, 6:00 p.m. – City Council Budget & Finance Committee Meeting; *hybrid meeting (City Hall and Zoom)*
- Monday, July 22, 2024, 6:00 p.m. – City Council Committee of the Whole Meeting; *hybrid meeting (City Hall and Zoom)*
- Thursday, July 25, 2024, 7:00 p.m. – City Council Regular 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.

CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
June 13, 2024

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

Councilmembers present: Lorri Bodi, Deputy Mayor; Tracy Furutani, Council Vice Chair; Larry Goldman, Paula Goode, Jon Lebo, Semra Riddle, Ellyn Saunders

Councilmembers absent: none

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Mark Hofman, Community Development Director; Cory Roche, Environmental & Sustainability Specialist; Matt McLean, City Clerk

Others present: Amber Mikluscak, Facet; 2 visitors

CALL TO ORDER

Mayor French called the June 13, 2024 City Council work session meeting to order at 6:00 p.m.

ADOPTION OF AGENDA

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

RESOLUTION 24-1957/Authorizing the Mayor to Sign an Agreement for Consultant Services with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project

Environmental & Sustainability Specialist Roche and Amber Mikluscak, Facet, presented the item and responded to questions. The Phase 2 contract will be considered at a future Regular Meeting.

ADJOURNMENT

There being no further business, Mayor French adjourned the meeting at 6:46 p.m.

Tom French, Mayor

Matt McLean, City Clerk

CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
June 13, 2024

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

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

Councilmembers absent: none

Staff present: Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Mark Hofman, Community Development Director; Cory Roche, Environmental & Sustainability Specialist; Matt McLean, City Clerk

Others present: 18 visitors

CALL TO ORDER

Mayor French called the June 13, 2024 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Cmbr. Furutani led the Pledge of Allegiance.

ADOPTION OF AGENDA

Deputy Mayor Bodi moved to approve the agenda as presented. Cmbr. Furutani seconded.

Cmbr. Furutani moved to amend the agenda to move the Climate Action Plan before the Consent Calendar. Deputy Mayor Bodi seconded. The motion to adopt the agenda as amended carried unanimously.

PUBLIC COMMENTS

Mayor French invited comments from the audience. The following members of the audience shared comments with the council:

- In support of the Climate Action Plan:

- 1 ○ Theodore
- 2 ○ Carsten
- 3 ○ Hung Twong
- 4 ○ Nahomi Escobar Appel
- 5 ○ Lourdes Salazar-Rios
- 6 ○ Djena Nesbitt
- 7 ○ Percy
- 8 • Catherine Kernan and Ann Gigli – regarding 2024 King County Library Reads program
- 9 • In support of the Shoreline Historical Museum:
 - 10 ○ Connie
 - 11 ○ Sally
 - 12 ○ Armand Micheline
 - 13 ○ Marla Tullio

14
15 City Clerk McLean read the following names and subject matter into the record that was
16 received as written comment prior to the meeting:

- 17 - Barry Hansen submitted a comment in favor of supporting the Shoreline Historical
- 18 Museum.
- 19 - Bob and Dana Bracht submitted a comment regarding efforts to minimize power
- 20 outages.

21
22 There being no one else in the audience wishing to speak, Mayor French closed public
23 comments.

24
25 **PROCLAMATION – Recognizing June 19, 2024 as Juneteenth**

26
27 Cmbr. Riddle read a proclamation recognizing June 19, 2024 as Juneteenth.

28
29 **PRESENTATION – Request for funding from the Shoreline Historical Museum**

30
31 Kenneth Doult, Executive Director for Shoreline Historical Museum, gave a brief presentation
32 requesting funding from the City through a portion of the city's overall budget.

33
34 **PRESENTATION – Schematic Design Report of the Phase 1 Lakefront Improvements**

35
36 Amber Mikluscak, Facet, gave a brief presentation regarding the Schematic Design Report
37 Phase 1 close-out.

38
39 Councilmembers expressed their thanks and appreciation for Facet’s work on the project.

40
41 **PUBLIC HEARINGS – Public Hearing on Ordinance 24-1292/Adoption of 2021 International**
42 **Building Code, other construction related codes, and the International Fire Code with**
43 **amendments.**

Building Official Killman presented the item and responded to questions.

Mayor French opened the Public Hearing for comments. There being no one wishing to speak, public comments were closed.

OTHER BUSINESS - Acceptance of the Lake Forest Park Climate Action Plan

Environmental & Sustainability Specialist Roche gave a brief presentation and requested the City Council accept the Climate Action Plan.

Cmbr. Furutani moved to accept the Climate Action Plan. **Cmbr. Goldman seconded.**
The motion to accept the Climate Action Plan passed unanimously.

CONSENT CALENDAR

Cmbr. Riddle moved to approve the Consent Calendar as presented. **Deputy Mayor Bodi seconded. The motion to approve the Consent Calendar as presented carried unanimously.**

- A. May 16, 2024 Budget & Finance Committee Meeting Minutes
- B. May 20, 2024 Committee of the Whole Meeting Notes
- C. May 23, 2024 City Council Regular Meeting Minutes
- D. Accounts Payable dated 6/13/2024 Claim Fund Check Nos. 86334 through 86418 in the amount of \$681,960.61, a 5/23/2024 Payroll Fund ACH transactions in the amount of \$168,567.82 and Direct Deposit transactions in the amount of \$186,731.46. Additional approved ACH transactions: Invoice Cloud, \$1,123.75; Elavon, \$1,104.67; State of Washington, \$11,078.53. Total approved claim fund transactions: \$1,050,566.84.

RESOLUTION 24-1955/Authorizing the Mayor to execute an amendment to and extension of the Verra Mobility Professional Services Agreement

City Administrator Hill gave a brief presentation regarding the fee structure and contract with Verra Mobility. Ray Pedrosa, Verra Mobility, was available to answer questions.

Deputy Mayor Bodi moved to waive the three-touch rule. **Cmbr. Lebo seconded. The motion to waive the three-touch rule carried unanimously.**

Deputy Mayor Bodi moved to approve Resolution 24-1955/Authorizing the Mayor to execute an amendment to and extension of the Verra Mobility Professional Services Agreement. **Cmbr. Furutani seconded. The motion to approve Resolution 24-1955 carried unanimously.**

**ORDINANCE 24-1290/Amending Chapter 10.06 of the Lake Forest Park Municipal Code,
Related to Automated Traffic Safety Cameras**

City Administrator Hill presented the item.

Deputy Mayor Bodi asked if the Council would like to waive the three-touch rule to approve Ordinance 24-1290. Cmbr. Riddle suggested that the rule not be waived to aid community transparency. The Council concurred with not waiving the three-touch rule.

Resolution 24-1956/Adopting a Purchasing and Acquisition Policy

Director Vaughn presented the item and responded to questions. It will be brought back for consideration at the next Regular Meeting.

Ordinance 24-1294/Amending the 2023-2024 Budget

Director Vaughn presented the item. It will be brought back for consideration at a July meeting.

**Ordinance 24-1295/Amending Chapter 18.52 of the Lake Forest Park Municipal Code,
Signage, to bring the Sign Code into compliance with recent legal decisions**

Director Hofman gave a brief presentation regarding the proposed sign code amendment. Council discussion followed, and Director Hofman and City Attorney Pratt responded to councilmember questions.

**Ordinance 24-1291/Adopting a new Chapter 3.95, Acceptance of Donations, in the Lake
Forest Park Municipal Code**

City Administrator Hill presented the item.

Cmbr. Lebo moved to adopt the wording giving the City Administrator the ability to grant an exception. **Cmbr. Riddle seconded. The motion to adopt the wording giving the City Administrator the ability to grant an exception carried unanimously.**

Cmbr. Lebo moved to adopt Ordinance 24-1291/Adopting a new Chapter 3.95, Acceptance of Donations, in the Lake Forest Park Municipal Code. **Cmbr. Furutani seconded. The motion to approve Ordinance 24-1291 carried unanimously.**

OTHER BUSINESS

Cmbr. Goldman wants to discuss virtual Public Comment at a future Committee of the Whole Meeting. Deputy Mayor Bodi agreed.

1 **Councilmember Reports**

2
3 Cmbr. Furutani invited council members to attend the work session of the elected officials of
4 the King County Cities Climate Collaboration (K4C).

5
6 **Mayor's Report**

7
8 **City Administrator's Report**

9
10 **EXECUTIVE SESSION - Potential Litigation, per RCW 42.30.110(1)(i)**

11
12 The City Council went into Executive Session at 10:15 p.m. for approximately 20 minutes for the
13 purpose of discussing potential litigation per RCW 42.30.110(1)(i).

14
15 The Council returned from the Executive Session at 10:35 p.m. No announcements were made,
16 and no action was taken.

17
18 **ADJOURNMENT**

19
20 There being no further business, Mayor French adjourned the meeting at 10:35 p.m.

21
22
23 _____
24 Tom French, Mayor

25
26
27 _____
28 Matt McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
06/27/2024

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 06/20/24 CLAIM FUND Check No 86419 in the amount of \$242,003.09, an Accounts Payable Dated 06/27/24 CLAIM FUND Check Nos. 86420 through 86462 in the amount of \$124,796.54, are approved for payment this 27th day of June 2024.

Additional approved transactions are:
ACH transaction Elavon in the amount of \$794.35
ACH transaction Wex Bank - Chevron in the amount of \$130.30

Total approved claim fund transactions: \$367,724.28

City Clerk

Mayor

Finance Committee

Bank Reconciliation

Checks by Date

User: tbaker@cityoflfp.gov
Printed: 06/20/2024 - 2:43PM
Cleared and Not Cleared Checks



Section 5, Item C.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
86419	6/20/2024	Washington State Department of Comm		AP		242,003.09
Total Check Count:						1
Total Check Amount:						242,003.09



Bank Reconciliation

Checks by Date

User: tbaker@cityoflfp.gov
Printed: 06/20/2024 - 3:00PM
Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	6/27/2024	Elavon		AP		794.35
0	6/27/2024	Wex Bank - Chevron		AP		130.30
86420	6/27/2024	AARD Pest Control, Inc		AP		251.49
86421	6/27/2024	All Battery Sales & Service Inc.		AP		107.06
86422	6/27/2024	Avocette Technologies Inc.		AP		1,125.00
86423	6/27/2024	Axon Enterprise, Inc.		AP		9,087.62
86424	6/27/2024	Wilson Camejo		AP		88.00
86425	6/27/2024	Nicole G Chae-Lee		AP		70.00
86426	6/27/2024	Cintas First Aid & Safety		AP		38.58
86427	6/27/2024	City of Clyde Hill		AP		199.01
86428	6/27/2024	City of Enumclaw		AP		1,157.00
86429	6/27/2024	City of Normandy Park		AP		788.00
86430	6/27/2024	CNA Surety		AP		30.00
86431	6/27/2024	Daily Journal of Commerce		AP		765.00
86432	6/27/2024	Databar		AP		2,158.28
86433	6/27/2024	Robert Dearmore		AP		187.60
86434	6/27/2024	Jessica Halterman		AP		143.96
86435	6/27/2024	James Santerelli Enterprises		AP		86.50
86436	6/27/2024	Jet City Printing, Inc.		AP		137.75
86437	6/27/2024	KDH Consulting, Inc		AP		191.92
86438	6/27/2024	King County Finance		AP		824.00
86439	6/27/2024	Language Line Services		AP		24.21
86440	6/27/2024	Law Offices of Christian W. Smith		AP		300.00
86441	6/27/2024	Loomis		AP		459.93
86442	6/27/2024	Madrona Law Group, PLLC		AP		14,515.00
86443	6/27/2024	Shannon Moore		AP		293.68
86444	6/27/2024	Ian Murray		AP		136.00
86445	6/27/2024	Northshore Utility District		AP		18,869.32
86446	6/27/2024	Office Depot, Inc.		AP		128.26
86447	6/27/2024	Pacific Office Automation		AP		769.27
86448	6/27/2024	Peerless Network, Inc		AP		1,039.01
86449	6/27/2024	Progressive Animal Welfare Society		AP		936.00
86450	6/27/2024	Puget Sound Business Journal		AP		170.00
86451	6/27/2024	Puget Sound Energy		AP		378.00
86452	6/27/2024	Puget Sound Executive Services, Inc.		AP		2,133.00
86453	6/27/2024	San Diego Police Equipment		AP		4,534.66
86454	6/27/2024	State Auditor's Office		AP		1,181.50
86455	6/27/2024	State Treasurer's Office		AP		8,588.44
86456	6/27/2024	Stewart MacNichols Harmell, Inc., P.S.		AP		10,145.00
86457	6/27/2024	SureFire, LLC		AP		363.11
86458	6/27/2024	Transportation Solutions Inc		AP		41,497.20
86459	6/27/2024	TransUnion Vantage Data		AP		1.54
86460	6/27/2024	Utilities Underground Location Ctr.		AP		101.64
86461	6/27/2024	Kiflom Zerai		AP		140.00
86462	6/27/2024	Zipline Communications, Inc.		AP		655.00

Total Check Count:

45

Total Check Amount:

125,721.19



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 13, 2024
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
	Chief Mike Harden
	Jeffery Perrigo, Public Works Director
Title	Resolution 24-1958/Adopting the Lake Forest Park Healthy Streets Initiative

Legislative History

- First Presentation – August 14, 2023, City Council Committee of the Whole
- Second Presentation – February 8, 2024, City Council Regular Meeting
- Third Presentation – May 20, 2024, City Council Committee of the Whole
- Fourth Presentation – June 27, 2024, City Council Regular Meeting

Attachments:

1. Resolution 24-1958
2. Draft Healthy Streets map

Executive Summary

Following initial discussions in August 2023 and February 2024 regarding the concept of a healthy streets program for the city of Lake Forest Park, Councilmembers Riddle, and Goldman have worked with Director Perrigo and Chief Harden in conjunction with the city’s traffic engineering consultant to identify streets within the city that are appropriate for the application of a healthy streets program.

The attached map identifies the streets that are determined appropriate for such a program, which would be implemented through the city’s Traffic Calming Group, providing that group with another tool to address traffic calming requests from residents. It is anticipated that a Healthy Streets solution could

be implemented where it is otherwise cost-prohibitive to re-engineer a road with improvements such as chicanes, speed pillows, or bulb-outs or where digital speed signs are likely to prove ineffective due to the geometries of the roadway.

As with other traffic calming requests, the Traffic Calming Group would require a petition signed by 70% of the neighbors on the section of the roadway to be considered for a Healthy Street designation prior to its review. The city would not penalize or enforce a Healthy Street.

It is anticipated that improvements related to a Healthy Street designation would be limited primarily to signage at the neighborhood's entrance and possible street artwork or other enhancements to visually indicate that the space de-emphasizes the automobile. Possible physical improvements would be submitted for review by the Traffic Calming group, as safety and/or maintenance considerations may require review.

Background

Healthy Streets are closed to pass-through traffic but open to people walking, rolling, biking, and playing. This program aims to open more public space for people to use, improving community and individual health.

During the COVID pandemic, cities realized the long-understood benefit of de-emphasizing the automobile in favor of other modes of transportation. The stay-at-home order provided an opportunity to utilize narrow, residential streets for multi-modal transportation without the worry of conflicts with automobiles.

The map of streets proposed for this program focuses on local streets, access roads, and alleys, denoted in gray. As noted, all classifications of arterial streets, high-traffic streets serving commercial, multifamily, schools or churches, and cul-de-sac or dead-end streets are proposed as not eligible for this program.

Fiscal & Policy Implications

It is not anticipated that this program will have any significant fiscal implications. The Traffic Calming Group currently meets regularly to review traffic calming requests, and this program will merely add another possible solution that would be less costly than re-engineering a road.

Alternatives

Options	Results
<ul style="list-style-type: none">• Adopt the Lake Forest Park Healthy Streets Initiative	The city’s Traffic Calming Group will be provided another tool to address the traffic concerns of residents.
<ul style="list-style-type: none">• Do not adopt the Lake Forest Park Healthy Streets Initiative	The city’s Traffic Calming Group will continue addressing the traffic concerns of residents utilizing existing tools.

Staff Recommendation

Review the resolution for creating the Lake Forest Park Healthy Streets Initiative and the associated map.

RESOLUTION NO. 24-1958

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, SUPPORTING THE ADDITION OF A HEALTHY STREETS INITIATIVE WITHIN THE NEIGHBORHOOD TRAFFIC CALMING PROGRAM TO INCREASE SAFETY AND ENJOYMENT OF RESIDENTS ON THEIR STREETS.

WHEREAS, the City recognizes the importance for everyone to enjoy shared public spaces; and

WHEREAS, the City has many public residential streets where residents enjoy taking walks, walking their pets, socializing with neighbors, and playing with friends; and

WHEREAS, vehicles traveling at excessive speeds or traveling near pedestrians can create unsafe conditions, therefore discouraging people from using their streets for nonmotorized uses; and

WHEREAS, many of these public residential streets do not qualify for or would require cost prohibited traffic calming measures through the City's Neighborhood Traffic Calming Program; and

WHEREAS, the Neighborhood Traffic Calming Program would benefit from having another option when current options are too costly or would produce an undesirable outcome; and

WHEREAS, the opening of two Link Light Rail stations in Shoreline will potentially increase traffic through our City, a portion of which may utilize residential neighborhood streets; and

WHEREAS, the Lake Forest Park Police Department is committed to the Washington Traffic Safety Commission Target Zero initiative to reduce traffic deaths and serious injuries to zero by 2030; and

WHEREAS, "Healthy Streets" is a term used to describe streets that are designated as places open to people walking, rolling, biking, and playing while not allowing vehicles other than those operated by local residents, guests, emergency services, deliveries, and other essential vehicles to utilize Healthy Streets; and

WHEREAS, designating certain residential streets as a Healthy Street can promote more pedestrian friendly streets.

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

SECTION 1. ADOPT. The City Council of the City of Lake Forest Park, Washington, supports the inclusion of a Healthy Streets initiative to increase pedestrian safety and the enjoyment of residents on their streets and directs the administration to include Healthy Streets as a possible solution to address requests for traffic calming that provides for the following.

1. Publish attachment A. Lake Forest Park Healthy Streets map on the City's Website identifying which streets may apply for the Healthy Streets Initiative.
2. Establish standard signage that communicates that Healthy Streets allows only local vehicular traffic, emergency services, and other essential vehicles.
3. Establish standard features such as signage, street artwork, or other improvements to indicate entrances to Healthy Streets visually.
4. Report implementation capital costs to the council.

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

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

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1958

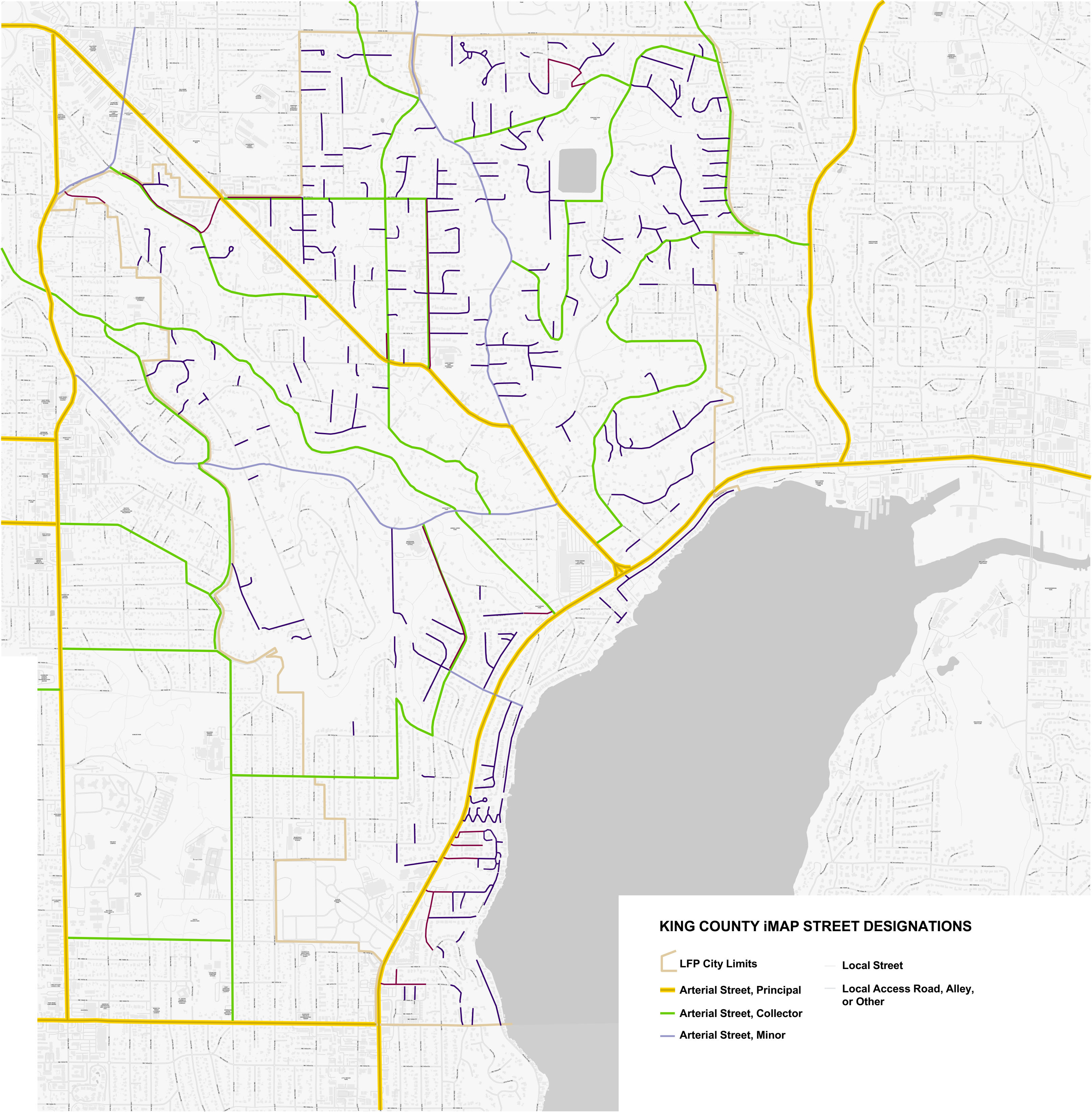
Attachment A: Healthy Streets Map

Resolution No. 24-1958

City of Lake Forest Park Healthy Streets Initiative

Street classifications not eligible for Healthy Streets Consideration

- Arterial Street, Principal
- Arterial Street, Collector
- Arterial Street, Minor
- High traffic street; commercial, multifamily, schools, churches
- Cul de Sac or dead end streets





CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 27, 2024
Originating Department	Community Development Department
Contact Person	Cory Roche, Environmental & Sustainability Specialist Mark Hofman, Community Development Director
Title	Resolution 24-1957/Authorizing the Mayor to Sign an Agreement for Consultant Services with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project

Legislative History

- Prior Related Action – adoption of Resolution 1757, December 12, 2019 (MOU with Forterra); adoption of Resolution 1816, November 4, 2021(interfund loan for purchase); and adoption of Resolution1820, November 4, 2021(purchase and sale agreement with Forterra)
 - Prior Related Action – August 11, 2022, City Council Work Session CIP Discussion
 - Prior Related Action – November 17, 2022, City Council Special Meeting Budget Approval
 - Prior Related Action – June 22, 2023, Resolution 1902 Authorizing the Mayor to Sign the Consultant Services Agreement with DCG-Watershed for the Lakefront Improvements, Design, Engineering, Environmental Review, and Permitting Project
 - Prior Related Action – November 9, 2023, Resolution 1931 Authorizing the Mayor to Sign Amendment No. 1 to the Professional Services Agreement with DCG-Watershed for Lakefront Improvements Design, Engineering, Environmental Review, and Permitting Project
 - Prior Related Action – March 28, 2024, Resolution 1947 Adopting the Lakefront Park Preferred Concept Design Plan
 - First Presentation – June 13, 2024 Work Session
 - Second Presentation – June 24, 2024 Committee of the Whole
 - Third Presentation – June 27, 2024 City Council Regular Meeting
-

Attachments:

1. Resolution 24-195/Authorizing the Mayor to Sign an Agreement for Consultant Services with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project
2. Professional Services Agreement with Facet for Phase 2 Lakefront Improvements for Design, Engineering, Environmental Review, and Permitting Project
3. Exhibit A, Scope of Work - Lakefront Improvements Phase 2

Executive Summary

The City of Lake Forest Park (City) has retained Facet and its teaming partners (Consultant) for “Lakefront Improvements Design, Engineering, Environmental, and Permitting” (Project) located at 17337, 17345, and 17347 Beach Dr NE (parcels 403010-0050, -0035, and -0040), Lake Forest Park. The Project is intended to improve public waterfront access through the transition of a newly acquired single-family residential property into a public waterfront park and integration of the property with an existing waterfront preserve.

This contract outlines the second phase of the Project, hereafter referred to as Phase 2, which will encompass design development, permitting, construction documentation, and bid support. Specific efforts will include project management; outreach and engagement; site assessments; design studies; design services; preparation of plans, specifications, and estimates (PS&E); permitting; and, assistance during contractor bidding.

Background**Active Park Elements and Master Planning Process/PROS-T Plan**

The City Council has discussed the need to provide active recreation and public access (non-motorized) to Lake Washington in future property acquisitions. Purchase of the Lakefront lots facilitates these goals and provides indoor and outdoor community gathering areas. Following the acquisition, in April 2023, City staff solicited for consultant proposals for design, engineering, environmental review, and permitting for improvements at the future lakefront park property that the City purchased in November 2021, located at 17345 and 17347 Beach Dr SE (Lakefront park lots). The consultant, DCG-Watershed, was selected after a thorough Request for Qualification (RFQ) process that included a 5-member panel scoring and interviewing the candidates, along with checking qualified references.

In July 2023, the City of Lake Forest Park retained Facet NW (formerly DCG/Watershed) and its teaming partners—Johnston Architects, Transportation Solutions, Inc.; ASM Cultural Resource Consultants; APS Survey and Mapping; DCW Cost Management; Elcon Electrical Engineering; and, HWA GeoSciences—referred to collectively as “the design team,” in the multidisciplinary effort to develop a public lakefront from predesign through concept design, design development, construction documentation and permitting, and construction administration.

The project, known formally as “Lakefront Improvements Design, Engineering, Environmental, and Permitting,” encompasses three lakefront parcels in Lake Forest Park, including two former residential properties at 17345 and 17347 Beach Dr NE (parcels 4030100035, 0040) and an existing public preserve called Lyon Creek Waterfront Preserve. The project is intended to improve public waterfront access by providing a place for passive recreation and gathering activities.

Fiscal & Policy Implications

The Phase 2 Facet Contract expense for 2024 has been allocated in the budget and should not exceed \$600,000. In the upcoming 2025-2026 Biennial Budget, the City will allocate the remaining funding needed to continue the work of the contract.

Alternatives

Options	Results
<ul style="list-style-type: none">• Authorize the Mayor to sign the agreement for consultant serves with Facet	The consultant will continue into Phase 2 of the Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project
<ul style="list-style-type: none">• Do not authorize the Mayor to sign the agreement for consultant services with Facet	The City will not continue Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project

Staff Recommendation

Approve Resolution 24-1957 authorizing the Mayor to sign the agreement for consultant services with Facet for the Phase 2 Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project.

RESOLUTION NO. 24-1957

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT BETWEEN FACET AND THE CITY OF LAKE FOREST PARK FOR CONSULTANT SERVICES FOR THE PHASE 2 LAKEFRONT IMPROVEMENTS FOR DESIGN, ENGINEERING, ENVIRONMENTAL, AND PERMITTING PROJECT

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) 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 (“Lake Front property”); and

WHEREAS, the City finds that Facet NW, Inc. is qualified and experienced to continue to prepare the desired Phase 2 improvements for design, engineering, environmental, and permitting project; 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 Phase 2 agreement for Consultant Services with Facet NW Inc. for the Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project 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 27 day of June, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1957

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Consultant Services with Facet for the Phase 2
Lakefront Improvements for Design, Engineering, Environmental
Review, and Permitting Project**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Facet** (the "Consultant"), a Washington corporation, dated this ____ day of _____, 2024.

Consultant Business: Facet NW, Inc.
Consultant Address: 9706 4th Ave NE, Suite 300, Seattle, WA 98115
Consultant Phone: (425)650-1332
Consultant Fax: (425)827-8136
Contact Name Erik Davido, President
Consultant e-mail: edavido@facetnw.com
Federal Employee ID No.: 91-1364393
Authorized City Representative Cory Roche, Environmental & Sustainability
for this contract: Specialist

WHEREAS, the City desires to prepare and continue improvements for development, engineering, environmental review, and permitting for the City's Lakefront Park Project Phase 2; 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 Facet is qualified and experienced in preparing and continuing the desired improvement plans and other required work;

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

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Consultant Services with Facet for the Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

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

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than January 31, 2026, unless the completion date is extended in writing by the City ("Completion Date"). 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 One Million, One Hundred and Nine Thousand and Eight Hundred and Five Dollars (\$1,109,805.00) as shown on Exhibit A ("Total Compensation"), 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. The full scope of work described in Exhibit A Work shall be authorized in two (2) parts as described below:

1. ~~Part 1 is w~~ork from contract beginning through December 31, 2024, or up to a maximum amount of Six Hundred Thousand Dollars (\$600,000.00), including labor fees and expenses, whichever occurs first. Consultant shall be authorized to proceed with Part 1 when issued written notice to proceed by the City.

2. ~~Part 2 is the C~~ontinuation of work from the end of Part -1 through Completion Date contract ending and up to the Total Compensation amount ~~stated above~~. Consultant shall not proceed with ~~Part 2 continuation of work~~ without express written authorization from the City. The Parties acknowledge that performance of and payment for Part 2 is subject to the City obtaining funding. City is not obligated to proceed with Part 2.

An estimated schedule of the work described in Exhibit A Work is provided as Exhibit B Schedule.

C. Consultant shall be paid in such amounts and in such manner as described in Exhibit A.

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

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to Cory Roche, Environmental and Sustainability Specialist croche@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 Exhibit 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.

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

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

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

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

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

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

8. Insurance.

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

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

Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

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

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

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

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

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

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

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

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

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

deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

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

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

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

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

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

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

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

18. Notices.

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

City of Lake Forest Park
Attn: Cory Roche, Environmental and Sustainability Specialist
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Facet
Attn: Amber Mikluscak, Principal of Landscape Architecture
9706 4th Ave NE, Suite 300
Seattle, WA 98115
amikluscak@facetnw.com

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

	CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.
CITY OF LAKE FOREST PARK WASHINGTON	FACET
By: _____ Tom French, Mayor	By _____ Typed/Printed Name: _____
Date _____	Its _____ Date: _____
ATTEST:	
Matthew McLean, City Clerk Date: _____	
APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney Date: _____	

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Consultant Services with Facet for the Phase 2
Lakefront Improvements for Design, Engineering, Environmental
Review, and Permitting Project**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Facet** (the "Consultant"), a Washington corporation, dated this ____ day of _____, 2024.

Consultant Business: Facet NW, Inc.
Consultant Address: 9706 4th Ave NE, Suite 300, Seattle, WA 98115
Consultant Phone: (425)650-1332
Consultant Fax: (425)827-8136
Contact Name Erik Davido, President
Consultant e-mail: edavido@facetnw.com
Federal Employee ID No.: 91-1364393
Authorized City Representative Cory Roche, Environmental & Sustainability
for this contract: Specialist

WHEREAS, the City desires to prepare and continue improvements for development, engineering, environmental review, and permitting for the City's Lakefront Park Project Phase 2; 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 Facet is qualified and experienced in preparing and continuing the desired improvement plans and other required work;

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

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the Consultant Services with Facet for the Lakefront Improvements for Design, Engineering, Environmental, and Permitting Project ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

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

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than January 31, 2026, unless the completion date is extended in writing by the City ("Completion Date"). 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 One Million, One Hundred and Nine Thousand and Eight Hundred and Five Dollars (\$1,109,805.00) as shown on Exhibit A ("Total Compensation"), 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. The full scope of work described in Exhibit A Work shall be authorized in two (2) parts as described below:

1. Part 1 is work from contract beginning through December 31, 2024, or up to a maximum amount of Six Hundred Thousand Dollars (\$600,000.00), including labor fees and expenses, whichever occurs first. Consultant shall be authorized to proceed with Part 1 when issued written notice to proceed by the City.

2. Part 2 is the continuation of work from the end of Part 1 through Completion Date and up to the Total Compensation amount. Consultant shall not proceed with Part 2 without express written authorization from the City. The Parties acknowledge that performance of and payment for Part 2 is subject to the City obtaining funding. City is not obligated to proceed with Part 2.

An estimated schedule of the work described in Exhibit A Work is provided as Exhibit B Schedule.

C. Consultant shall be paid in such amounts and in such manner as described in Exhibit A.

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

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to Cory Roche, Environmental and Sustainability Specialist croche@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 Exhibit 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.

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

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

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

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

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

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

8. Insurance.

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

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

Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

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

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

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

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

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

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

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

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

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

deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

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

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

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

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

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

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

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

18. Notices.

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

City of Lake Forest Park
Attn: Cory Roche, Environmental and Sustainability Specialist
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Facet
Attn: Amber Mikluscak, Principal of Landscape Architecture
9706 4th Ave NE, Suite 300
Seattle, WA 98115
amikluscak@facetnw.com

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

	CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.
CITY OF LAKE FOREST PARK WASHINGTON	FACET
By: _____ Tom French, Mayor	By _____ Typed/Printed Name: _____
Date _____	Its _____ Date: _____
ATTEST:	
Matthew McLean, City Clerk Date: _____	
APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney Date: _____	

LAKE FOREST PARK LAKEFRONT IMPROVEMENTS – PHASE 2
CITY OF LAKE FOREST PARK

SCOPE OF WORK

Project Overview

The City of Lake Forest Park (City) has retained Facet and its teaming partners (Consultant) for “Lakefront Improvements Design, Engineering, Environmental, and Permitting” (Project) located at 17337, 17345, and 17347 Beach Dr NE (parcels 403010-0050, -0035, and -0040), Lake Forest Park. The Project is intended to improve public waterfront access through the transition of a newly acquired single-family residential property into a public waterfront park and integration of the property with an existing waterfront preserve.

This contract outlines the second phase of the Project, hereafter referred to as Phase 2, which will encompass design development, permitting, construction documentation, and bid support. Specific efforts will include project management; outreach and engagement; site assessments; design studies; design services; preparation of plans, specifications, and estimates (PS&E); permitting; and, assistance during contractor bidding.

Project Team

Facet, the prime consultant, will provide project management, community/stakeholder outreach and engagement, landscape architecture, civil engineering, structural engineering, marine engineering, and environmental documentation and permitting.

The project team will include the following subconsultants: Johnston Architects (architecture); Transportation Solutions, Inc., (traffic design and engineering); HWA Geosciences, Inc., (geotechnical engineering); Elcon Associates, Inc., (electrical engineering); ASM Affiliates (cultural resources); and, DCW Cost Management (cost estimation).

Subconsultant proposals for this phase of work are provided as Attachments A, B, C, D, E, and F.

Project Schedule

The City and Consultant propose the following timeline for Phase 2 of the Project. A detailed timeline including project milestones and delivery dates will be provided at the beginning of the Project Work and updated monthly throughout the project. **The estimated active duration of Phase 2 will be 18 months.** An estimated breakdown of the work is below. Note, some items will occur concurrently.

Phase 2: Design Development, Permitting, Construction Documentation, and Bidding (est. July 2024 – January 2026; timeline is contingent on funding and permitting)

- 50% PS&E – 12 weeks
- Permitting – 52 weeks
- 70% PS&E – 12 weeks
- 100% PS&E – 12 weeks
- IFC/Bid Set PS&E – 8 weeks

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- Bid Support – 9 weeks

Future Phases (Not in Contract): Construction Administration and Post Occupancy/Site Commissioning (est. January 2026 – March 2028; timeline is contingent on funding, permitting, and completion of phase 2)

- Construction Administration – 46 weeks
- Closeout – 6 weeks
- Post Occupancy/Site Commissioning – 52 weeks

Scope Summary

The Consultant anticipates providing the following Work elements under this Scope:

- Project management
- Stakeholder outreach and engagement
- Construction Documentation, including Plans, Specifications, and Estimate (PS&E) at 50%, 70%, 100%, and Issue-for-Construction (IFC)/Bid Set completion
- Environmental Documentation and Permitting
- Bid Support
- Sustainability Credential Support
- Future work anticipated as a contract supplement:
 - Construction Administration
 - Post-occupancy Support

Work Performed by the City

Throughout the duration of the Project, the City will perform services, furnish information, and answer questions as necessary to guide and complete the Project. The following services will be performed by the City:

- Provide accommodations as required for all stakeholder meetings throughout the life of this Scope.
- Provide City's Divisions 0-1 and bid document templates for Public Works Projects.
- Provide the City's drafting standards and library of standard details.
- Provide details, specifications, and finishes for preferred products and installation.
- Review and comment on all deliverables outlined in this Scope.
- Participate in meetings, reviews, and events as outlined in this Scope.

General Assumptions

The following are general project assumptions for the Scope.

- Phase 2 tasks will be performed in succession as laid out in the detailed project schedule. Delays in the Work completion may result in additional fees and services.
- If active work conducted on the Project extends for a period of more than 18 months, hourly rates may be adjusted to reflect current rates.
- Changes in the detail of Work beyond what is described in this Scope will be made as requested by the City and authorized by amendment as extra work.

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- Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.
- The Consultant will invoice the City on a monthly basis as Work is completed. If required, any special reporting of funds, such as may be required by State or Federal funding sources, will be handled entirely by the City.
- The City may supplement staffing needs with experts in particular subject matters (e.g., on-call consultants) to assist in the review process for all interim, draft, and final submittals. The experts will be an extension of City staff and will assist, as needed, in providing comments and the resolution of comment responses as part of the general review process for each submittal.
- All access permissions for completion of the Work will be obtained by the City.
- The Consultant is responsible only for meeting deadlines for their tasks and has no control over those portions of the schedule related to the tasks performed by the City or any third party. The Consultant will work with the City to the greatest extent feasible to maintain the overall Project schedule.
- Imperial units will be used for all project documents.
- The City project manager shall compile and organize all comments received from City departments and other reviewers and provide them to the Consultant as a single cohesive document. Any conflicting comments shall be identified and reconciled by the City project manager prior to delivery to the Consultant.
- Review should be completed in a timely manner, in the duration as specified in the Project Schedule, in one cycle. Consultant is not responsible for delays in Project Schedule resulting from delays in review. During review periods, the Consultant may move forward on tasks that do not rely on review results.
- After the first round of review comments is closed, additional comments received by the Consultant shall be considered as Consultant's additional efforts in communicating, interpreting, and addressing those comments and shall be addressed in the following tasks. Any extra work which is not in Scope and triggered by these additional comments will be through amended Scope.

Exclusions

- Consultant services not specifically described in this Scope
- Permitting fees
- Printing of plans or specifications for permit submittal or other purposes
- Printing, mailing, distribution, and/or advertisement costs for general outreach, such as postcards, or any engagement or outreach materials intended for use outside of the community workshops
- Bid advertising costs

Scope of Work – Project Phase 2

The Consultant will provide plans, specifications, and cost estimates (PS&E) for the Project. This package will serve as the bid package contract documents to facilitate construction of the Project. The Work to be completed in Phase 2 is broken down into the following tasks for project reporting, billing, and accounting.

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- Task 1 – Project Management
- Task 2 – Stakeholder Engagement
- Task 3 – Design Services
 - 50% PS&E
 - 70% PS&E
 - 100% PS&E
 - Issue-for-Construction (IFC) / Bid Set PS&E
- Task 4 – Environmental Documentation & Permitting
- Task 5 – Bid Support
- Task 6 – Sustainability Credential Support

Task 1 – Project Management

This Task addresses administration of work from initiation to closure.

Project Management Plan Update

The Consultant will provide an update to the Project Management Plan completed in Phase 1. The plan includes these components:

- Project scope of work
- Project schedule
- Team roles, work assignments and organization
- List of team meetings needed for project coordination
- Communications protocols
- Required reporting for applicable grant funding
- Records management
- Change management and control procedures including Change Log
- Project safety plan
- Quality management plan
- Closeout of project
- Drafts of Consultant's standard templates for meeting agenda and summaries

Project Oversight and Reporting

The Consultant project manager will provide direction to the Project team, including Subconsultants, and conduct Project coordination meetings with appropriate task leaders. The Consultant will coordinate the execution of the Project and meet regularly with the City project manager and staff.

The Consultant will provide direction to the Subconsultants and review their work over the course of the Project. Monthly monitoring of the subconsultant's budget will occur over the course of the Project. Current status, as well as projections, will be developed. Consultant will monitor Subconsultant costs and budgets, and propose corrective actions, if necessary. This may include formal Scope and/or budget modifications which would require City approval in advance.

The Consultant's project manager will monitor the Project planned budget versus actual progress. Consultant will prepare and submit an invoice and brief progress report monthly that reflects progress over the previous billing period and anticipated activities over the next billing period.

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The Consultant will provide Quality Assurance / Quality Control (hereafter as QA/QC) in accordance with the Consultant's in-house QA/QC Plan and modified as needed to meet Project specific requirements. The Consultant is responsible for adhering to the QA/QC procedures for all phases of body of work that include but not limited to: computer modeling assumptions, input and output files, analysis approach, design calculations, reports, plans, specifications, and cost estimates; and pertinent information on an ongoing basis. The task entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format; and documents that the overall Project objectives are being fulfilled.

Assumptions:

- The Consultant project manager and the City project manager will confer on project progress via telephone on a biweekly basis for the duration of the Project. Progress reports will be comprehensive and will describe all active contracts of the Project, including phases 1 and 2 and early works.
- As part of the biweekly calls with the Consultant project manager and City project manager, the Consultant will check in on quality management to ensure product quality aligns with City's expectations, identifying and making corrective action(s), if needed.
- Consultant invoices will include a summary with a breakdown of hours, tasks, and descriptions of work completed.
- Internal project team coordination meetings will be held on a biweekly basis during Project duration. These meetings will be in addition to the coordination meetings held with the City.
- The Consultant project manager will maintain a reserve to accommodate additional quarterly meetings, either digital or in-person, with the principal-in-charge and City project manager, if needed.

Deliverables:

- Updated Project Management Plan
- Biweekly meetings with City project manager (Assumes up to 36 meetings)
- Monthly invoices and Progress Reports, including summary of biweekly meetings, emailed to the City in electronic (PDF) format. (Assumes 18 progress reports)
- Monthly updates to the project delivery schedule in electronic (PDF) format, included with monthly progress reports.

Task 2 – Stakeholder Engagement

This Task address communication and engagement with stakeholders external to the Project Team.

Stakeholder Engagement Plan Update

The Consultant will update the Stakeholder Engagement Plan developed in Phase 1 that outlines goals for who, when, why, and how stakeholders will be engaged. The plan will reference milestones in the Project Schedule and will outline stakeholder engagement responsibilities and expectations for both the Consultant and City staff. The plan will be submitted for review and approval by the City. Once approved, the Stakeholder Engagement Plan will serve as primary outline for collaborative stakeholder engagement through the duration of the current Project phase.

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Engagement Website

The Consultant will continue to host and update the public-facing website created in Phase 1 for the duration of the current Project phase. The website will serve as an online headquarters for the public to access project information, participate in virtual engagement activities, and register for or review materials from public engagement events. The Consultant will provide monthly website updates for the duration of the current Project phase.

Direct Engagement (up to 16 hours across all staff, including travel)

The Consultant will support the City in the direct engagement of individual stakeholders or members of specific stakeholder groups. Effort is anticipated to be informal small group meetings and communication by phone and email. Direct engagement may be in-person or virtual as resources allow. Direct engagement will not require preparation of custom materials, graphics, or documentation; however, materials already prepared under other tasks may be referenced. Consultant will provide an informal summary of talking points or discussion highlights following each meeting.

Community Event Support (up to 12 hours across all staff, including travel)

The Consultant will support the City's engagement at pre-planned community events, such as farmers markets, concerts, picnics, or similar, up to the hours budgeted. Support may include graphics, materials, website updates, attendance, or other effort. Feedback received at community events will be collected, documented, and compiled by City staff. Consultant will not provide notes or summaries for community events.

Community Workshops (2)

The Consultant will support the City in the planning and facilitation of two workshops for community members. Workshops will be offered in hybrid format, with both an in-person component and an online survey component. In-person workshops may occur outside of working hours, but not on weekends. Select members of the Consultant Team representing design or technical specialties with direct relevance to the planned workshop focus will be in attendance. The Consultant will prepare and provide materials necessary for successful meeting implementation, such as graphics, presentations, engagement exercises, and hardcopy collateral. All materials and supplies will be billed at cost; as possible and feasible, the City may provide materials and supplies for use at community meetings. Feedback received at community charrettes will be collected, documented, and compiled by the Consultant. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each community workshop.

Official Meetings (12)

The Consultant will support the City at a total of twelve (12) pre-scheduled official meetings occurring in-person during and outside of working hours, but not occurring on weekends. Official meetings are assumed to include:

- Up to six (6) meetings of the Parks and Recreation Board (PRAB) (roughly one meeting per quarter for 18-month project duration)
- Up to six (6) meetings of the City Council (roughly one meeting per quarter for 18-month project duration)

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A PowerPoint presentation will be developed each quarter for use at the PRAB and Council meetings; refinements or updates may be made prior to each meeting. Official meetings will not require preparation of other custom materials, graphics, or documentation; however, materials already prepared under other tasks may be compiled for reference at official meetings. Consultant will provide a summary of talking points, discussion highlights, and feedback received following each official meeting.

Assumptions:

- Stakeholder engagement will be a collaboration between Consultant and City staff. Where required or as requested, essential activities, such as scheduling, promotions, printing and mailing, accessibility accommodations, translation services, and direct stakeholder outreach will be led by the City. Attendance and facilitation will be performed jointly by Consultant and City staff, as appropriate. Production of stakeholder engagement materials, including graphics and digital format materials, will be led by the Consultant.
- Consultant stakeholder engagement activities will be limited to the level of effort represented in the Project budget.
- Website hosting fees will be expensed to the project budget for a term of two (2) years from initial website expiration (July 28, 2024). At Project completion and at the City's request, website and domain ownership will be transferred to the City.
- Website maintenance will be provided for the planned project duration of eighteen (18) months.
- Social media and email promotions will be handled by the City using the City's existing accounts. No new or custom social media accounts, email accounts, or campaigns will be performed by the Consultant unless explicitly stated above; however, the Consultant may repost or cross post Project promotions to its existing social media accounts if tagged in the City's posts.
- The Consultant will endeavor to have certain staff members present at specific engagement events; however, based on individual staff commitments and schedules, some substitution of staff may occur. If alternate staff are in attendance, they will be qualified to speak about relevant design or technical issues, and they will be up-to-speed on Project status and issues.

Deliverables:

- Updated Stakeholder Engagement Plan
- Engagement website, including eighteen (18) months of maintenance and two (2) years of hosting
- Stakeholder meetings, as described above

Task 3 – Design Services

The Consultant will provide design services adequate to produce plans, specifications, and estimates (PS&E) at the following completion milestones: 50%, 70%, 100% and IFC/Bid. Graphics for interpretive elements will be iterated on the same milestones. Review drafts for interpretive elements will be provided along with each design submittal package.

Each plan set submittal shall provide a graphic description of the proposed work with sufficient detail to show proposed improvements including but not limited to site improvement details, architectural elements, shoreline and dock improvements, Beach Drive frontage right-of-way needs, and impacts to environmental resources and utilities within the project limits.

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Plans will be developed in AutoCAD using the topographic survey that shows right-of-way, existing utilities, and surface features. Plans will be developed using City drafting standards, if required. Site plans will be drawn at 1"= 20' or at a scale that will provide sufficient detail to communicate the improvements.

The Plans are anticipated to consist of the following sheets, but not limited to:

Sheet Title	Est. Sheet Count	% Milestone Where Sheet is First Provided	Prepared by
General Sheets (Cover, Notes, symbols, etc.)	3	50	Facet
Site Survey	1	50	APS Survey & Mapping
TESC Plan	2	50	Facet
Tree Protection Plan	2	50	Facet
Site Demolition Plan	2	50	Facet
Building Demolition Plan	2	50	JA
Site Plan	1	50	Facet
Site Grading Plan*	4	70	Facet
Site Grading Profiles and Details	4	70	Facet
Site Drainage Plan	4	50	Facet
Site Drainage Profiles and Details	4	70	Facet
Site Utilities Plan (water & sewer)	6	50	Facet
Site Utilities Details	4	70	Facet
Site Electrical Plan	1	70	Elcon
Site Electrical Details	4	70	Elcon
Right-of-way Improvement Plan	2	70	TSI
Right-of-Way Channelization and Signage Plan	4	70	TSI
Architectural Demolition and Salvage Plans	6	50	JA
Architectural Drawings	20	50	JA
Architectural Details	20	100	JA
Structural architectural details	2	70	Facet
Dock Drawings**	2	50	Facet
Structural Dock Drawings**	4	50	Facet
Dock Details	4	70	Facet
Site Layout Plan	2	100	Facet
Soil Preparation Plan and Details	2	70	Facet
Lighting and Illumination Plan and Details	4	100	Facet
Site Planting Plan and Details	5	70	Facet
Site Irrigation Plan and Details	5	100	Facet

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Sheet Title	Est. Sheet Count	% Milestone Where Sheet is First Provided	Prepared by
Site Details	10	100	Facet
Misc Sheets	4	100	All

*Grading for Shoreline Improvements will be prepared to a level of detail for submittal of Section 401 (USACE) permitting

**At 50%, dock drawings shall be prepared to a level of detail suitable for submittal for Section 401 (USACE) Permitting

Assumptions:

- Unless noted differently above, each plan development will iterate on the milestone schedule of 50%, 70%, 100%, and IFC/Bid Set.
- Graphics for up to three interpretive elements will be provided with the design documentation.
- If included, floating dock features will be provided as performance specified features.
- Comments received from the City's review of each milestone submittal will be incorporated into the subsequent milestone submittal.
- Plan, specifications, and cost estimate deliverables will be administered through the project SharePoint site. City comments will be collected and documented via Bluebeam Sessions, unless otherwise noted. Bluebeam reviews will be conducted at each review milestone of 50%, 70%, 100%, and IFC/Bid Set.
- Specifications will be provided in six-digit specification format.
- Divisions 0 and 1 specifications will be provided by the City in (Word) format.
- Unless specifically stated in this scope, additional disciplines, such as for specialized engineering, are not included. If additional disciplines are required, a change order proposal will be submitted for City approval.
- Applicable public project bid documents and templates will be provided by the City in (Word) format.

Task 3.1 – 50% PS&E and Site Assessments

Additional traffic, geotechnical, and cultural assessments will be completed to inform the 50% design, including traffic demand/parking study, geotechnical borings, and cultural resource screening. Details of specific assessments proposed are provided in the appendices. The Plans will be provided as outlined above. The 50% plans will include sufficient detail to show proposed improvements for pre-application meeting, applications for federal shoreline permits, and cost estimation. The 50% cost estimate will be updated from the schematic-level design cost.

Deliverables:

- Geotechnical borings and report
- Traffic engineering studies and report
- Cultural resource inventory and report
- 50% design plans (in electronic PDF format) and outline specifications (MS Word)
- 50% interpretive element concepts (PDF)
- 50% cost estimate (PDF)

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Task 3.2 – 70% PS&E and TIR/Drainage Report

The Plans will be provided as outlined above. The 70% plans will be substantially complete and will include sufficient detail to show proposed improvements for land use permit applications and cost estimation. The 70% cost estimate will be prepared by an outside cost estimator. Required drainage report (TIR Report) will also be provided.

Deliverables:

- 70% design plans (in electronic PDF format) and draft specifications (MS Word)
- 70% interpretive graphics (PDF)
- 70% cost estimate (PDF)
- TIR/Drainage Report

Task 3.3 – 100% PS&E and Structural Calculations

The Plans will be provided as outlined above. The 100% plans will be complete drawings with sufficient detail to show construction of proposed improvements for final permit submittals and cost estimation. The 100% cost estimate will be prepared by an outside cost estimator. Structural calculations for all onsite structures will be provided.

Deliverables:

- 100% design plans (in electronic PDF format) and specifications (MS Word)
- 100% interpretive graphics (PDF)
- 100% cost estimate (PDF)
- Structural calculations

Task 3.4 – IFC/Bid Set PS&E

The Plans will be provided as outlined above, with sufficient detail to show proposed improvements for competitive contractor bidding. The bid set cost estimate (engineer's estimate of probable construction cost) will be updated from the outside cost estimate obtained at 100% design.

Assumptions:

- Permit comments received in 100% review will be incorporated into IFC/Bid Set PS&E.

Deliverables:

- IFC/Bid Set design plans and specifications (in electronic PDF format)
- IFC/Bid Set interpretive graphics (PDF and fabrication-ready file)
- IFC/Bid cost estimate (PDF and MS Excel)
- IFC/Bid Set PS&E formatted for upload to Builders' Exchange bid portal

Task 4 – Environmental Documentation and Permitting

City of Lake Forest Park Permitting

The proposed improvements will require land use permit approval from the City of Lake Forest Park. In advance of formal land use permit submittals, the Consultant will coordinate and attend a pre-application meeting with City staff. The meeting will help to ensure that proposed improvements are permissible and

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to determine the precise extent of documentation necessary to acquire permits. Following the pre-application meeting, we anticipate preparing the following documentation and permit packages:

- [Zoning Conditional Use Permit \(ZCUP\)](#). LFPMP 18.54.048 requires a ZCUP for the establishment of a public recreational facility within a residential zoning district. The Consultant will prepare a ZCUP compliance document.
- [Shoreline Conditional Use Permit \(SCUP\)](#). Multiple components of the projects are likely to trigger the need for a SCUP. The Consultant will prepare a SCUP compliance document.
- If necessary, the Consultant will prepare a [Public Agency and Utility Exception \(PAUE\)](#) compliance document.
- [Critical Areas Study](#). Informed by the previously prepared wetland and stream delineation reports, the Consultant will prepare a Critical Areas Study to provide justification to the City that the proposed shoreline and modifications, including dock repairs, will result in equivalent or better protection of the functions provided by the existing condition of the site. The report will address shoreline code requirements and focus on ecological improvements gained through proposed restoration efforts. The study will comply with the requirements of LFPMP 16.16.110.
- [SEPA checklist](#). The Consultant will prepare a State Environmental Policy Act (SEPA) Checklist to accompany the submittal.
- [Arborist Report](#). The Consultant will amend the previously prepared detailed Arborist Report so that it evaluates the impacts of the proposed project on all previously inventoried trees within the project area. The report will be utilized to submit for an applicable Tree Removal and Replacement Permit.
- Following City review of the above-described land use permits, the Consultant will prepare for, and attend, one [City Hearing Examiner meeting](#). The Hearing Examiner will be charged with reviewing and ruling on the consolidated land use permits.

Following Hearing Examiner approval of the various land use permits, the following additional construction permits are anticipated to be required prior to the start of construction:

- [Critical Areas Work Permit](#). The Consultant will prepare the documentation necessary to submit for a Critical Areas Work Permit.
- [Demolition Permit](#). The Consultant will prepare the documentation necessary to submit for a Demolition Permit.
- [Building Permit and/or Land Clearing, Grading, and Excavating Permit](#). The Consultant will prepare the documentation necessary to submit for these permits.

Federal Permitting

The Consultant will complete and submit a [Joint Aquatic Resources Permit Application \(JARPA\)](#) form for submittal to the U.S. Army Corps of Engineers (Corps) for coverage under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act. We will also need to demonstrate project compliance with the Endangered Species Act (ESA). This will be accomplished through preparation of a Biological Evaluation in order to assess the project's impact on ESA listed species (Chinook salmon, steelhead trout) within the lake.

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State Permitting

[WA Dept. of Ecology \(Ecology\)](#). The Consultant will submit the aforementioned JARPA to Ecology for coverage under Section 401 of the Clean Water Act. In addition, Ecology will be responsible for review and final approval of the SCUP; we will coordinate, as necessary, with Ecology throughout their review of this permit package.

[WA Dept. of Fish and Wildlife \(WDFW\)](#). The Consultant will submit the aforementioned JARPA to WDFW in order to obtain a Hydraulic Project Approval. This includes one on-site meeting with WDFW.

NEPA Documentation

If the project receives federal funding, the Consultant will prepare documentation necessary to complete NEPA, including preparation of necessary checklists and discipline reports, including:

- The Consultant will prepare a NEPA Environmental Assessment Checklist in accordance with HUD requirements. This task includes initial coordination with HUD to confirm specific deliverables required for the NEPA process.
- The Consultant will utilize the following documents prepared pursuant to other portions of this scope, as follows:
 - The Biological Evaluation to document compliance with the Endangered Species Act.
 - The Cultural Resources Report to document compliance with Section 106 requirements.
 - The Critical Areas Study and/or JARPA to document compliance with wetland and in-water work requirements.
 - Drainage/water quality report to document compliance with stormwater regulations.
- The Consultant will prepare an Environmental Justice memorandum.
- The Consultant will complete a NEPA Air Quality Checklist.
- The Consultant will complete a NEPA Noise Checklist.

Response to Comments

Following submittal of permit applications described above, the Consultant will respond as necessary to questions/comments from the City, agencies, tribes, or other stakeholders and revise permit documentation, as necessary. This task is limited to a total of 30 staff hours.

Utility Coordination

The Consultant will facilitate and document the following utility coordination tasks (up to a total of 32 hours of Consultant effort is assumed):

- Facilitate pre-application and necessary meetings with the following utility jurisdiction:
 - Lake Forest Park Water District (water)
 - Lake Forest Park Sewer District (sanitary sewer)
 - Seattle City Light (power)
 - Puget Sound Energy (gas)
- Identify and coordinate to resolve foreseeable utility impacts that will impact the project development and overall schedule.

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- Coordinate with utility agencies to minimize foreseeable conflicts during construction that could impact project schedule, staging, budget, and overall constructability.

Assumptions:

- Issuance of permits is not guaranteed.
- Gas service will be disconnected; gas service improvements are not included.
- Broadband service and infrastructure are not included. Broadband service will be coordinated by the City directly with the provider.
- Permit fees are not included. Permit fees will be paid by the City directly to the permitting agencies.
- A Level II or III arborist assessment is not included.
- Coordination/authorization from the WA Dept. of Natural Resources is not included.
- If a Cultural Resource Assessment (CRA) is required by the Corps of Engineers to show compliance with Section 106 of the National Historic Preservation Act, the cultural resource reports developed for submittal to RCO will be used for this purpose.
- It is assumed that the proposed work complies with one or more Corps of Engineers Nationwide Permits or a Letter of Permission. Assistance with an application for an Individual Permit is not included.
- Preparation of a water quality monitoring plan is not included.
- Unless noted otherwise, this scope of work is written based upon the codes and regulations in effect at the time of writing. Work that may become necessary as a result of updated or new regulations are not included in this proposal.
- As-built documentation and/or long-term vegetation/shoreline monitoring services that may be required by the City or other regulatory agencies is not included.
- Assistance with a Shoreline Variance or Zoning Variance is not included.
- All necessary utility permits will be acquired by the contractor.
- Right-of-way permits are not included.
- Coordination/authorization with WSDOT is not included.
- Based on preliminary regulatory review, it is assumed that the council-approved preliminary design is generally permittable (as described in the above scope of services), including proposed intrusions into critical areas/buffers; however, actual permit feasibility and acceptance can only be determined by regulators.
- Assistance with revisions to the City's existing Shoreline Master Program is not included.
- Floodplain permits or coordination/authorization with FEMA are not included.
- The following NEPA discipline reports will not be prepared: hazardous waste, air/noise, light/glare, and 4(f).
- It is assumed that the project will qualify for a NEPA Environmental Assessment Checklist. Assistance with a NEPA Environmental Impact Statement is not included.

Task 5 – Bid Support

Provide support services to assist with contractor selection and contracting. The following services will be provided, up to the amount budgeted for this task:

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- Assist with formatting construction documents for City submittal to digital bid advertisement service(s)
- Review and assist with bid addenda
- Attend pre-bid meeting
- Track and respond to RFI's
- Attend bid opening

Assumptions:

- Bid support is considered an inactive work phase. Recurring project meetings will not be held during the bid advertisement period, which is assumed to be six (6) weeks (up to 30 working days).
- Bid posting and advertisement costs are not included. Bid costs will be paid by the City directly to the appropriate parties.
- Printing of hardcopy plans and specifications for bidders or selected contractor and/or subcontractors is not included.
- Assumes up to 12 RFI on bid package.

ADDITIONAL SERVICE: Task 6 – Sustainability Credential Support

If included in the project contract, under this additional service task, the Consultant will provide support services to assist with applications for the following sustainability program credentials:

- USGBC Sustainable SITES Initiative
- USGBC LEED for New Buildings
- USGBC LEED for Existing Buildings
- Salmon Safe Certification

The following services will be provided in pursuit of the above listed sustainability programs:

- Monthly sustainability credential meetings with the project team
- Monthly tracking of sustainability credits and efforts
- Coordination with credential program liaisons
- Completion of credential program worksheets
- Submittal of credential program applications

Assumptions:

- Achievement of credentials is at the discretion of credential programs and cannot be guaranteed by the project team.
- Fees paid directly to credentialing organizations, such as for project registration, review, and final certification, are not included. Fees will be paid directly by the City to appropriate parties.

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Early Work Package Tasks:	Total Consultant Fees
Task 1: Project Management <ul style="list-style-type: none"> Project administration, including subconsultant coordination. Biweekly meetings Monthly tracking and reporting 	\$ 81,494
Task 2: Stakeholder Engagement <ul style="list-style-type: none"> Engagement Website Community Event Support Direct Engagement Support Official Meetings Community Workshops 	\$ 71,932
Task 3: Design Services <ul style="list-style-type: none"> 50% PS%E and Site Assessments 70% PS%E and TIR/Drainage Report <ul style="list-style-type: none"> Fee Reserve: Pilot infiltration testing (PIT) geotechnical assessment Fee Reserve: Structural reinforcement for piling foundation design 100% PS%E and Structural Calculations IFC/Bid Set PS&E 	\$ 750,523
Task 4: Environmental Documentation & Permitting <ul style="list-style-type: none"> Local permitting State permitting Federal permitting Utility coordination 	\$ 101,181
Task 5: Bid Support Coordination <ul style="list-style-type: none"> Format to bid announcement Assist with bid addenda Track and respond to RFI's Pre-bid meeting and bid opening 	\$ 28,170
ADD SERVICE: Task 6: Sustainability Credential Support <ul style="list-style-type: none"> USGBC Sustainable SITES Initiative USGBC LEED for New Buildings USGBC LEED for Existing Buildings Salmon Safe Certification 	\$ 76,505
Phase 2 Fee Total (Labor, Expenses, Reserves, and Add Services)	\$ 1,109,805
Fee Breakdown:	
<i>Base Fee</i> (Labor and expenses)	\$ 934,687
<i>Reserve Fees</i> (May be required by project conditions)	\$ 98,613
<i>Additional Services Fees</i> (Optional services)	\$ 76,505

Revised 5/24/2024 City of Lake Forest Park / Lakefront Improvement Project PHASE 2 (No. 2303.0384.02)		Prime Consultant (Facet)																Expenses	Prime Consultant Fees	Subconsultants							Subconsultant Fees	Team Totals
		Facet Landscape				Facet Current Planning			Facet Marine			Facet Civil			Facet Structural					Architecture / APPENDIX A (Johnston Architects, Inc. Bldg Mech and Plumbing Sub)	Transportation Engineering / APPENDIX B (Transportation Solutions, Inc.)	Geotechnical Engineering / APPENDIX E (HWA Geosciences)	Electrical Engineering / APPENDIX F (Elcon)	Cultura Resources / APPENDIX C (ASW Affiliates)	Cost Estimation / APPENDIX D (DCW Cost Management)			
		Project Manager, Senior Landscape Architect	Landscape Architect / LEED GA	Landscape Designer	Graphic Design / Web Coordinator	Senior Environmental Planner	Senior Environmental Planner	Ecologist / Arborist	Senior Marine Engineer	Marine Engineer 4	Marine Engineer 2	Senior Civil Engineer, Principal-in-Charge	Civil Engineer Tech 7	Civil Engineer 4	Senior Structural Engineer, Principal-in-Charge	Engineer, Structural 5	Engineer, Structural 2	Structural Engineer Tech 5										
Task #	Task Title	\$198.00	\$172.00	\$139.00	\$126.00	\$250.00	\$174.00	\$151.00	\$249.00	\$183.00	\$140.00	\$312.00	\$193.00	\$165.00	\$312.00	\$218.00	\$140.00	\$151.00										
1	Project Management																		\$ 50,982.00	\$ 10,000.00	\$ 6,582.00	\$ 11,930.00	\$ 2,000.00	\$ -	\$ -	\$ 30,512.00	\$ 81,494.00	
1.1	Update Project Management Plan	4																	\$ 792.00						\$ -	\$ 792.00		
1.2	Project Oversight and Reporting (PRIME PM ONLY, includes scheduling, ancillary communication, invoicing, budget tracking; assumes 4 hr/mo x18 mo)	72																	\$ 14,256.00	\$ 4,500.00	\$ 6,582.00	\$ 11,930.00	\$ 2,000.00			\$ 25,012.00	\$ 39,268.00	
1.3	Biweekly internal team mtgs (x36 @ 1 hrs ea.)	36	36	18		2			2	2		12		36					\$ 26,870.00	\$ 5,500.00						\$ 5,500.00	\$ 32,370.00	
1.4	Biweekly mtgs w/ LFP PM (x36 @ 1 hr ea.)	36	4									4							\$ 9,064.00							\$ -	\$ 9,064.00	
1.5	Mileage Expenses (@ 2023 federal rate of ¢67/mi, assumes roundtrip travel from local office)																	\$ -	\$ -								\$ -	\$ -
1.6	Printing/Reproduction/Plotting Expenses																	\$ -	\$ -								\$ -	\$ -
2	Stakeholder Engagement																		\$ 51,516.00	\$ 15,000.00	\$ 5,416.00	\$ -	\$ -	\$ -	\$ 20,416.00	\$ 71,932.00		
2.1	Update Stakeholder Engagement Plan	2																	\$ 396.00							\$ -	\$ 396.00	
2.2	Engagement Website (2 hr maint/mo x18mo)				36														\$ 4,536.00							\$ -	\$ 4,536.00	
2.3	Direct Engagement Mtgs (16 hrs total)	16																	\$ 3,168.00							\$ -	\$ 3,168.00	
2.4	Community Event Support (12 hrs total)	12																	\$ 2,376.00		\$ 3,308.00					\$ 3,308.00	\$ 5,684.00	
2.5	Community Charrettes (x2, inc prep)	24	24	32	4														\$ 13,832.00	\$ 10,000.00	\$ 2,108.00					\$ 12,108.00	\$ 25,940.00	
2.6(a)	Official Mtgs w/ CC 4/yr x18mo (Assume 6 mtgs @ 8 hrs/mtg for prep, travel, attendance, and follow up memo)	48	24		1														\$ 13,758.00	\$ 2,500.00						\$ 2,500.00	\$ 16,258.00	
2.6(b)	Official Mtgs w/ PRAB x 4/yr x18mo (Assume 6 mtgs @ 6 hrs/mtg for prep, travel, attendance, and follow up memo)	36	18		1														\$ 10,350.00	\$ 2,500.00						\$ 2,500.00	\$ 12,850.00	
2.7	Mileage Expenses (@ 2023 federal rate of ¢67/mi, assumes roundtrip travel from local office)																	\$ 350.00	\$ -								\$ -	\$ -
2.8	Website Expenses (includes hosting, domain fees) x 2yrs																	\$ 600.00	\$ 600.00								\$ -	\$ 600.00
2.9	Printing/Reproduction/Plotting Expenses																	\$ 2,500.00	\$ 2,500.00								\$ -	\$ 2,500.00
3	Design Services																		\$ 428,708.00	\$ 156,500.00	\$ 41,622.00	\$ 114,493.00	\$ 30,550.00	\$ 9,800.00	\$ 10,850.00	\$ 321,815.00	\$ 750,523.00	
3.1	50% PS&E and Site Assessments	16	40	80	8				32	64	192	8	80	40					\$ 93,272.00	\$ 22,000.00	\$ 12,204.00	\$ 77,792.00		\$ 9,800.00		\$ 121,796.00	\$ 215,068.00	
3.1A	RESERVE SERVICE: Geotechnical PIT test																		\$ -			\$ 36,701.00				\$ 36,701.00	\$ 36,701.00	
3.2	70% PS&E and TIR/Drainage Report	16	60	88	16							14	80	60	13	64	40	40	\$ 87,092.00	\$ 27,000.00	\$ 14,835.00		\$ 11,550.00		\$ 5,250.00	\$ 58,635.00	\$ 145,727.00	
3.2A	RESERVE SERVICE: Structural Reinforcement / Piling Foundation Design 70%														10	40	20	20	\$ 17,660.00							\$ -	\$ 17,660.00	
3.3	100% PS&E, inc. structural calcs	24	60	80	16				32	56	120	4	60	20	18	88	200	80	\$ 144,232.00	\$ 55,000.00	\$ 8,454.00		\$ 9,500.00		\$ 5,600.00	\$ 78,554.00	\$ 222,786.00	
3.3A	Architecture Mech and Plumbing																		\$ -	\$ 42,000.00						\$ -	\$ -	
3.3B	RESERVE SERVICE: Structural Reinforcement / Piling Foundation Design 100%														10	40	120	80	\$ 40,720.00							\$ -	\$ 40,720.00	
3.4	IFC / Bid Set PS&E	16	32	40	8				8	16	48	2	40	12	2	8	8	8	\$ 41,900.00	\$ 10,000.00	\$ 6,129.00		\$ 9,500.00			\$ 25,629.00	\$ 67,529.00	
3.4A	RESERVE SERVICE: Structural Reinforcement / Piling Foundation Design IFC/Bid														2	8	4	4	\$ 3,532.00							\$ -	\$ 3,532.00	
3.5	Mileage Expenses (@ 2023 federal rate of ¢67/mi, assumes roundtrip travel from local office)																	\$ 100.00	\$ 100.00								\$ -	\$ 100.00
3.6	Printing/Reproduction/Plotting Expenses																	\$ 200.00	\$ 200.00	\$ 500.00							\$ 500.00	\$ 700.00
4	Environmental Documentation & Permitting																		\$ 89,201.00	\$ 11,000.00	\$ -	\$ -	\$ 980.00	\$ -	\$ -	\$ 11,980.00	\$ 101,181.00	
4.1	Local / City permitting	2	2																\$ 740.00							\$ -	\$ 740.00	
4.1.1	Zoning CUP					4	16												\$ 3,784.00							\$ -	\$ 3,784.00	
4.1.2	Shoreline CUP					4	16												\$ 3,784.00							\$ -	\$ 3,784.00	
4.1.3	PAUE					4	16												\$ 3,784.00							\$ -	\$ 3,784.00	
4.1.4	Critical Areas Study					4	12	24											\$ 6,712.00							\$ -	\$ 6,712.00	
4.1.5	SEPA					2	12												\$ 2,588.00							\$ -	\$ 2,588.00	
4.1.6	Arborist Report/Tree Permit		2			2	8	30											\$ 6,700.00							\$ -	\$ 6,700.00	
4.1.7	Critical Areas Work Permit			2		2	10												\$ 2,518.00							\$ -	\$ 2,518.00	
4.1.8	Hearing Examiner	6				6	6												\$ 3,732.00	\$ 1,000.00						\$ 1,000.00	\$ 4,732.00	
4.1.9	Building/Grading Permit			2		4	20												\$ 4,758.00	\$ 10,000.00						\$ 10,000.00	\$ 14,758.00	
4.2	State Permitting	1	1																\$ 370.00							\$ -	\$ 370.00	
4.2.1	Dept. of Ecology - Shoreline CUP					4	8												\$ 2,392.									

Scope of Work

Facet | 2303.0834.02

May 28, 2024

Attachments:

- A. Subconsultant Proposal – Johnston Architects (architecture, including building mechanical and plumbing)
- B. Subconsultant Proposal – Transportation Solutions, Inc. (traffic design and engineering)
- C. Subconsultant Proposal – HWA Geosciences, Inc. (geotechnical engineering)
- D. Subconsultant Proposal – Elcon Associates, Inc. (electrical engineering)
- E. Subconsultant Proposal – ASM Affiliates (cultural resources)
- F. Subconsultant Proposal – DCW Cost Management (cost estimation)



Amber Mikluscak
Principal of Landscape Architecture
Facet
9706 4th Ave NE, Suite 300
Seattle, WA 98115

Date: May 24, 2024

Subject: Lake Forest Park: Lake Front Park Phase 2 Proposal

Dear Amber

Johnston Architects (JA) is looking forward to continuing our work on Lake Front Park and furthering our relationship with Facet.

We understand that this scope of work is for design through bidding but does not include construction administration. We understand the project parameters to be:

- Project duration will be 18 months (roughly July 2024 through January 2026)
(Correction 6/24/2024 JC/lmc)
- Phase 2 is DD through CD's and bid. Do not include CA.
- Cost estimation by outside estimator. Do not include cost estimation.
- PS&E milestones will be as follows:
 - 50% Plans – Due Sept 2024, used for Corps submittal (waterfront only). No specs.
 - 70% Plans and draft specs – Est. due Dec 2025
 - 100% Plans and specs – Est. due Apr 2025
 - IFC (Issue for Construction)/Bid Set – Est. due Nov 2025
- Please assume the following meetings:
 - Eighteen (18) 1-hr virtual mtgs w/ project team over course of the project
 - Four (4) half-day design charrettes w/ design team
 - Two (2) in-person community meetings
 - Four (4) official meetings (CC or PRAB)

The Task breakdown is as follows:

- Task 1 – Project Management
- Task 2 – Stakeholder Engagement
- Task 3 – Design Services
 - 50% PS&E
 - 70% PS&E
 - 100% PS&E
 - IFC / Bid Set PS&E
- Task 4 – Building Permit and 1 HE meeting.
- Task 5 – Bid Support
- JA will contract with a Mechanical and Plumbing consultant for the building systems design.
 - Their scope will be limited to:
 - Concept Narrative for Cost Estimate Support
 - Building Permit Set
 - 100% CDs (includes permit revisions, incorporation of review comments, serves as Bid set)

I am attaching our Fee analysis and below are our 2024 hourly rates.



Hourly Billing Rates:

Partners	\$240 - \$285
Principals & Associate Principals	\$190 - \$240
Architectural Staff IV & Associates	\$160 - \$190
Architectural Staff III	\$130 - \$160
Architectural Staff II	\$125 - \$130
Architectural Staff 1 & Interns	\$90 - \$125

Please let me know if you have any questions or concerns.

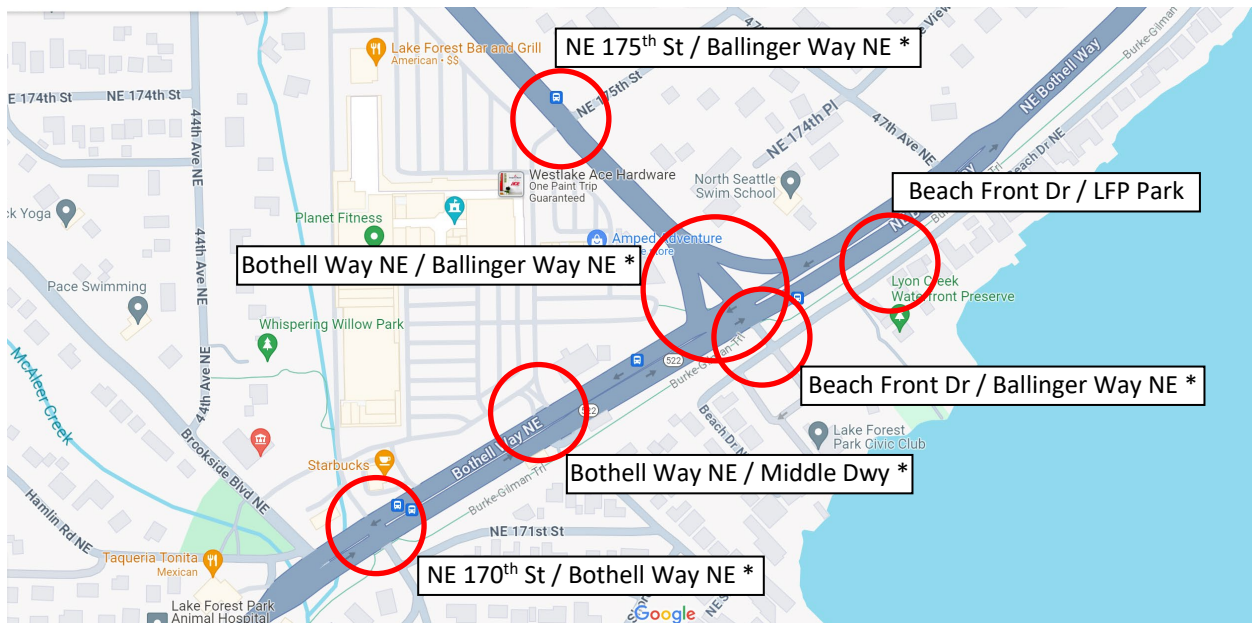
Sincerely,

Jack Chaffin, AIA
Partner, Johnston Architects
jchaffin@johnstonarchitects.com

Lake Front Park: Phase 2 Fee Analysis					May 24, 2024
ITEM		PROPOSED			COMMENTS
ARCHITECTURAL BASIC SERVICES					
Project Management		\$ 10,000			
Stakeholder Engagement		\$ 15,000			
Design Service					
50%		\$ 22,000			
70%		\$ 27,000			
100%		\$ 55,000			
Bid Set		\$ 10,000			
Bid Support		\$ 9,500			
Task 4 Environmental Documentation and Permitting		\$ 11,000			Includes bldg permit and attend HE mtg
TOTAL ARCHITECTURE		\$ 159,500		\$ -	
REIMBURSABLES		\$ 500		\$ -	
ENGINEERING AND SUB-CONSULTANTS		PROPOSED			COMMENTS
Engineering included under the architectural contract except where noted:					
Mechanical Electrical Plumbing		\$ 42,000			
TOTAL ENGINEERING AND SUB-CONSULTANTS		\$ 42,000		\$ -	
REIMBURSABLES		\$ -		\$ -	
GRAND TOTAL: ARCHITECTURAL, REIMBURSABLES & ENGINEERING		\$ 202,000			
ADD SERVICES: LEED					
Monthly Meetings		\$ 4,250			18 Meetings
LEED For New Buildings		\$ 12,000			Restrooms and Pavilion
LEED for Existing Buildings		\$ 10,000			House and Cabin
Salmon Safe		\$ 500			1 Site Visit
TOTAL LEED ARCHITECTURE		\$ 26,750			

Purpose: To provide the necessary parking/traffic studies and the signage, channelization/striping and signing plans for the roadway leading to and adjacent to the new park site improvements.

- **Trip Generation.** Forecast trip generation using the current ITE Trip Generation Manual data for a public park. Adjust the trip generation based on the anticipated park use, programs, and frequency of events.
- **Parking Generation.** Forecast peak parking demand using the ITE Trip Generation Manual and review “park” parking requirements for at least two other local municipalities. Adjust the parking demand based on the proposed programs and events anticipated at the park.
- **Coordination Meeting with City.** Review trip generation, parking generation, entitlement requirements, and plans for a new parking garage at City Hall with City staff. Also, verify city’s staff preferred plan and processes to document shared parking between the park and new parking garage.
- **Data Collection.** Collect peak hour vehicle volumes at up to five intersections, during the 4-6 PM peak hour period and during a weekend peak (establish weekend period via scope with city):
 - (1) Beach Front Drive / Ballinger Way NE *
 - (2) Bothell Way NE / Ballinger Way NE *
 - (3) NE 175th Street / Ballinger Way NE *
 - (4) Bothell Way NE / middle driveway *
 - (5) Bothell Way NE / NE 170th Street *



- 57

- **Safety Analysis.** Compile a crash history to evaluate safety along on Beach Front Drive from the park to Ballinger Way NE and on Ballinger Way NE between Bothell Way NE and Beach Front Drive. Review and provide recommendations for pedestrian and bicycle routes to and from the site from and to the parking at City Hall.
- **Traffic and Parking Studies.** Summarize findings into a traffic and parking study. The traffic study will include output that can be used in a SEPA Checklist. Output from the parking study will be used to provide recommendations for typical park parking quantity needs.
- **Respond to Comments.** Respond to city comments and update the traffic and parking studies as necessary.

Exclusions:

- Parking study for City Hall site.
- Review or preparation of a shared parking agreement for the City Hall site.
- Parking and trip data collection at other similar parks.

Channelization Design

- **Stakeholder Coordination Meetings.** Prepare for and attend meetings with project representatives, including the prime consultant, City of Lake Forest Park, WSDOT, Sound Transit, and King County Parks. Stakeholder/Project Coordination meetings will provide an opportunity for input and discussion on matters such as project milestone status updates, submittal delivery schedule, stakeholder feedback, design requirements and input.
- **AutoTurn Exhibits.** Prepare vehicle turning movement exhibits using AutoTurn software to establish and validate minimum turning paths through the park parking area and at its access connection points with Beach Front Rd, and at the intersection of Beach Front Rd, Ballinger Way NE and Bothell Way NE.
- **Design Submittals.** Coordinate with the prime consultant and civil design team to prepare channelization plans within the public roadway right-of-way between the park (frontage) to the intersection of Beach Front Rd / Ballinger Way NE / Bothell Way NE. Channelization plans to include roadway striping layout, striping details, and new and removed signs. Plans will incorporate input gathered from field reconnaissance of the site as well as received from staff of the City of Lake Forest Park and King County Parks as it relates to their ownership of the Burke-Gilman Trail.
 - Prepare and submit design plans and relevant specifications at the 70% level design.
 - Address review comments received on the 70% submittal and prepare and submit plans and relevant specifications at the 100% level design.
 - Revise the 100% submittal to address review comments received and prepare and submit the IFC level design documents.
 - Provide support during the bid process that corresponds to the hours identified in the labor budget.

Plan Presentation

- **Engagement Meeting.** Prepare for and attend one (1) in-person engagement meeting with the public, which is expected to include invited persons from properties adjacent to the project site. Preparation for the meeting is expected to involve development of exhibits that convey information about transportation design and issues that may be raised and discussed during the meeting.

Sustainability Credentials Support

- **Sustainability Coordination Meetings.** Attend monthly virtual sustainability coordination meetings (estimated to each be 1 hour long) over a period of 18 months and provide input on credit reporting for SITES, LEED, and Salmon Safe based upon the transportation/traffic design work developed for the Project.

Lakefront Park, Phase 2
City of Lake Forest Park
Traffic/Transportation Services

		\$302 Sr. Engr. Kirk	\$225 Sr. Engr. Jeff	\$124 Staff Engr. Daniel	\$187 Sr. Design Mike	\$175 Admin. Jill	Direct Cost *	Total Estimate
	<u>Traffic Study</u>							
Task 3	Trip Generation		1	4				\$721
Task 3	Parking Generation		1	4				\$721
Task 3	Coordination Mtg.	1	1					\$527
Task 3	Data Collection		1	3			\$1,982	\$2,579
Task 3	Traffic Operations Analysis		2	4				\$946
Task 3	Safety Analysis		2	4				\$946
Task 3	Traffic and Parking Studies		12	4				\$3,196
Task 3	Respond to Comments	1	4	1				\$1,326
Task 1	Project Mgmt. & Admin.	4				2		\$1,558
	Labor Hours	6	24	24	0	2		56
	Fee Estimate	\$1,812	\$5,400	\$2,976	\$0	\$350	\$1,982	\$12,520
	<u>Channelization Design</u>							
Task 3	Stakeholder Coord. Mtgs (8)	12	6					\$4,974
Task 3	AutoTurn Exhibits	2	1		8			\$2,325
Task 3	Design 70% PS&E	16	2		32			\$11,266
Task 3	Design 100% PS&E	10	2		20			\$7,210
Task 3	Design IFC / Bid Set PS&E	8	1		12			\$4,885
Task 5	Design Bid Support	2			2			\$978
Task 1	Project Mgmt. & Admin.	12				8		\$5,024
	Labor Hours	62	12	0	74	8		156
	Fee Estimate	\$18,724	\$2,700	\$0	\$13,838	\$1,400	\$0	\$36,662
	<u>Plan Presentation</u>							
Task 2	Prep for Engagement Mtg	6			8			\$3,308
Task 2	In-Person Meeting	4	4					\$2,108
	Labor Hours	10	4	0	8	0		22
	Fee Estimate	\$3,020	\$900	\$0	\$1,496	\$0	\$0	\$5,416
	<u>Sustainability Support</u>							
Task 6	Prep for Mtgs (beyond design)							\$0
Task 6	Meeting Attendance	18						\$5,436
	Labor Hours	18	0	0	0	0		18
	Fee Estimate	\$5,436	\$0	\$0	\$0	\$0	\$0	\$5,436
	Labor Hours	96	40	24	82	10		252
	Fee Estimate	\$28,992	\$9,000	\$2,976	\$15,334	\$1,750	\$1,982	\$60,034
Task 1	Project Management	16	0	0	0	10	0	\$6,582
Task 2	Stakeholder Engagement	10	4	0	8	0	0	\$5,416
Task 3	Design Services	50	36	24	72	0	\$1,982	\$41,622
	Traffic Study	5	25.5	24	0	0	\$1,982	\$12,206
	70% Design	21	4.5	0	40	0	0	\$14,835
	100% Design	13	3.5	0	20	0	0	\$8,454
	IFC/Bid Set PS&E	11	2.5	0	12	0	0	\$6,129
Task 5	Bid Support	2	0	0	2	0	\$0	\$978
Task 6	Sustainability Support	18	0	0	0	0	0	\$5,436
	Labor Hours	96	40	24	82	10		252
	Fee Estimate	\$28,992	\$9,000	\$2,976	\$15,334	\$1,750	\$1,982	\$60,034



GEOSCIENCES INC.
DBE/MWBE

ATTACHMENT C.
Subconsultant Proposal
Geotechnical Engineering

May 2, 2024
HWA Project No. 2024-069-21

Facet
9706 4th Ave NE, Suite 300
Seattle, Washington 98115

Attn: **Amber Mikluscak, P.E.**

Subject: **GEOTECHNICAL ENGINEERING SERVICES**
Lake Forest Park Lakefront Improvements Project
17345 and 17347 Beach Drive Southeast
Lake Forest Park, Washington

Dear Amber,

Thank you for the opportunity to present this proposal from HWA GeoSciences, Inc. (HWA) to provide consulting services for the City of Lake Forest Park's Lakefront Improvements Project. Our scope of work is presented below.

PROJECT BACKGROUND

Our understanding is that the City of Lake Forest Park (the City) has requested a scope and fee for the design of a new lakefront park on the shore of Lake Washington east of Bothell Way Northeast (SR 522) and Ballinger Way Northeast in Lake Forest Park. The properties are currently owned by the City and that the site area is currently developed with a number of single story residential structures and open areas. The project is anticipated to consist of demolishing or retrofitting some of the existing structures, constructing new permeable pavements, luminaries, small shelter structures, viewing platforms, and a new dock.

Based on a preliminary review of the available geotechnical information, the site is anticipated to be underlain by fill and alluvial soils. Under static conditions, these soils would likely be sufficient to support the proposed improvements. However, due to the proximity to Lake Washington, we anticipate that groundwater will be encountered close to the ground surface and due to the unconsolidated nature of the surficial soils, there are likely to be hazards associated with a seismic event such as liquefaction, liquefaction induced settlement, or lateral spreading. Shallow groundwater also may preclude the use of permeable pavement at the site.

Based on the information available and our understanding of the project, we propose the following scope of services to support developing the site design:

SCOPE OF WORK

Geotechnical Services

1.1 HWA Project Management

- **Project Setup**
- **Project Coordination Meetings:** HWA will attend up to four (4) virtual meetings with the City and/or the design team to coordinate work, or to discuss our findings. This is anticipated to include one (1) kickoff meeting and up to three (3) design meetings, each lasting 1 hour.
- **Project and Contract Management:** HWA will prepare monthly invoices, and progress reports throughout the duration of the project, which we anticipate to be eighteen (18) months. We will correspond with the design team in the form of emails, and telephone calls, as necessary. We will provide project management for our services, and we will coordinate with and manage all our subcontractors.

4.1 Exploration Work Planning

- **Review Available Geotechnical Information:** Upon notice to proceed, HWA will review available geotechnical information from and in the vicinity of the project site to improve our understanding of the local geological conditions at the site and surrounding areas. This will include a review of geologic maps, HWA's library of geotechnical information in the area, and data from online databases.
- **Site Reconnaissance and Utility Locates:** HWA will conduct a site reconnaissance of the project site. This reconnaissance will be used to identify geotechnical challenges at the proposed improvements and to assist in planning the geotechnical exploration program. During the site reconnaissance, HWA will mark exploration locations with white paint and stakes, and then notify the one-call utility service. An additional site visit will be performed to verify if the proposed locations of the explorations are clear of utilities prior to mobilizing our equipment.
- **Plan and Coordinate Subsurface Exploration Program:** HWA will plan and coordinate the geotechnical exploration program for the project. We propose that this exploration program be split into two phases. The first phase will include up to five (5) geotechnical soil borings advanced to approximately 50 feet below the ground surface to support recommendations for foundations.

Our understanding is that Facet is considering permeable pavements at the site. Based on the 2019 Stormwater Management Manual for Western Washington permeable pavements require at least one (1) foot of separation from the base of the BMP from the

groundwater table; therefore, up to two (2) of these borings will be completed as permanent groundwater monitoring wells to evaluate groundwater conditions in the vicinity of the proposed infiltration facilities at the site over a period of one year.

Samples collected from the borings will also be used to perform grainsize analysis testing to evaluate if the soils are conducive for infiltration. If our preliminary evaluation of the site indicates infiltration is feasible. Field Pilot Infiltration Testing will be coordinated as a second additional phase of field work and is identified within this proposal as a separate task.

- **Generate Geotechnical Subsurface Exploration Plan (SEP):** HWA will prepare a geotechnical SEP for the proposed work. The SEP will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and permitting that may be necessary to access the exploration locations. The SEP will be submitted to the City for review and approval. We assume any required permits or rights of entry will be acquired by others at no cost to HWA.
- **Conduct Geotechnical Borings:** A truck or track-mounted drill rig equipped with hollow-stem auger tooling will be used to advance up to five (5) geotechnical borings at the site up to a target depth of approximately 50 feet below the existing ground surface. Up to two (2) of these borings will be completed as permanent groundwater monitoring wells to monitor groundwater level fluctuations over a period of one year.

Standard Penetration Test (SPT) samples will be taken at 2-1/2 to 5-foot intervals throughout each boring. All borings will be monitored and logged under full-time observation of an HWA representative. The borings will be drilled by a licensed geotechnical/well driller under subcontract to HWA.

- **Generate Exploration Logs and Assign Laboratory Testing:** Samples retrieved from our explorations will be sealed in plastic bags and taken to our Bothell, Washington laboratory for further examination and testing. Selected samples will be tested to determine relevant engineering and index properties. Depending on the type of soils encountered, laboratory testing performed may include moisture content, grain-size distribution, and/or Atterberg limits test. Soil and laboratory test information will be presented in summary logs that will be generated upon completion of our exploration program.
- **Groundwater Level Monitoring:** HWA will install a data logging transducer in each of the monitoring wells installed by HWA at the site to record seasonal groundwater levels and monitor groundwater fluctuations over time. The transducers will be set to take groundwater elevation readings every hour and will be recorded for one year to include at least one wet season. As part of this scope, HWA will conduct up to four (4) site visits to download groundwater data from the transducers. The water level information collected

will be used during future phases to assist in developing recommendations for possible stormwater infiltration facilities and construction impacts.

4.2 Geotechnical Engineering Design Services

- ***Preliminary Infiltration Screening Analyses:*** HWA will evaluate grain size analyses data of samples obtained from the near surface soils and our explorations logs to evaluate if onsite infiltration of stormwater is feasible.
- ***Generate Seismic Design Parameters:*** Based on the geologic information obtained from our field exploration program in the vicinity of the improvements, HWA will determine the Site Class for seismic design and will generate seismic design parameters.
- ***Evaluate Liquefaction and Lateral Spreading Potential:*** HWA will evaluate the susceptibility of the subsurface soils to liquefaction and assess the potential impacts to the proposed improvements.
- ***Evaluate Geologic and Seismic Hazards:*** The site is mapped as a seismic hazard on the City's critical hazard map, HWA will evaluate the site for nearby faults or other geologic hazards and provide a qualitative assessment of their potential impacts to the site.
- ***Develop Recommendations for Foundations:*** HWA will provide recommendations for bearing capacity and the foundation design of the small shelters, overlook structures, luminaires, and other improvements.
- ***Evaluation Foundations for Lateral Loading:*** HWA will evaluate lateral loading of the foundations associated with potential conditions and hazards identified at the site.
- ***Pavement Engineering Analysis and Recommendations:*** HWA will use the collected information regarding soil and groundwater conditions observed at the site to develop recommendations for the pavements at the proposed facility such as subgrade preparation, aggregate base course, and minimum section thicknesses.
- ***Develop Considerations for General Earthwork and Construction:*** HWA will evaluate the site conditions and provide general considerations or recommendations regarding earthwork and construction for the site.
- ***HWA QA/QC:*** HWA will have all design calculations and geotechnical recommendations reviewed by a senior principal prior to distribution to the design team or the City.
- ***Draft Geotechnical Engineering Report:*** HWA will prepare draft geotechnical report to support 50% design. This report will present the results of our field explorations, also it will include:

- A description of the geotechnical site exploration program.
 - The logs of the site investigations, including any existing subsurface geotechnical data and the results of any field tests conducted.
 - A description of all laboratory tests conducted and the test results.
 - A description of the geologic and seismic setting.
 - A site plan showing exploration and groundwater monitoring well locations.
 - Groundwater monitoring data
 - Preliminary recommendations pertaining to infiltration rates, assessment of seismic hazards, design recommendations, and considerations for earthwork and construction.
- ***Respond to Review Comments:*** HWA will respond to review comments in the form of emails to the design team.
 - ***Final Geotechnical Engineering Report:*** The report will be finalized at the 100% plans milestone after comments from the City and design team are received.
 - ***Miscellaneous Engineering and Support:*** Additional time will be allotted to account for additional efforts within this scope of work, such as plan reviews or alternative evaluations, which may be requested from us by the design team or the City.

ASSUMPTIONS/CONDITIONS

The following assumptions were made as part of the development of the proposal for the geotechnical phase:

- All exploration locations will be within the City's rights-of-way or property for which rights of entry have been previously secured. All required permits will be provided by others at no cost to HWA.
- Portions of the site may not be fully accessible for our equipment. Some clearing and preparatory work may be required during our field work to access portions of the site and is permitted.
- Traffic control will not be required.
- Utility locates will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- Field explorations can be accomplished during normal daylight workdays and hours, with at least a minimum of 8 hours available per day. Field work for the geotechnical soil borings is estimated to be completed within 3 days.

- Exploration locations will be field located using handheld GPS and measurement from existing known features. Surveying of actual exploration locations is not included.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- HWA assumes that recommendations for pile support of the dock can be developed using information collected from our onshore borings advanced during the initial phase of field work. Mobilizing a floating barge with a drill rig or other methods to collect offshore subsurface information is not included within this scope of work.
- Only one round of review of the Geotechnical Engineering Report will be required.
- Ground improvement recommendations are not anticipated; therefore, they are not included within this scope of work.
- Following delivery of the draft report, all soil samples will be disposed of, unless otherwise mutually agreed upon. Long-term storage of soil samples by HWA is not included.

Optional Field Infiltration Testing Services

It is our understanding that permeable pavement is the preferred method for managing stormwater runoff at the site. However, if our preliminary evaluation determines that permeable pavement is not a feasible method to manage stormwater, efforts associated with field infiltration testing would not be required. We have separated the efforts associated with field infiltration and developing design infiltration rates into a separate sub task for budgeting purposes. We propose the following scope of services if our initial efforts indicates that permeable pavements may be viable:

4.3 Pilot Infiltration Tests (PITs)

- ***Additional Project Management:*** We have included additional time to provide project management for our services, and to coordinate with and manage all our subcontractors.
- ***Additional Utility Locating Site Visit:*** HWA will make an additional site visit to verify that the proposed locations of the PITs are clear of utilities prior to finalizing the exploration plan.
- ***Plan and Coordinate Large Scale PITs:*** HWA will work with local jurisdictions to obtain a hydrant use permit as needed. HWA will work with the local water district to

identify the nearest accessible fire hydrant to the location of the proposed PIT test to supply water to the PITs, or to resupply our subcontracted mobile water truck, as needed. If an accessible hydrant cannot be identified within a reasonable distance of the site, additional water trucks may be required. HWA will contract with a subcontractor to provide the equipment necessary to set up and perform the PIT.

- **Conduct Pilot Infiltration Test:** Up to two (2) Pilot Infiltration Tests (PITs) will be conducted within this scope. The PIT tests will be conducted per the 2019 Stormwater Management Manual for Western Washington, approximately at the center of the areas with the highest concentrations of permeable pavement. The exact location of the pilot infiltration tests will be determined based on the site conditions and configuration of existing utilities.

Our subcontractor will excavate a minimum of a 3 x 4 foot area to the approximate depth of the proposed infiltration facility, up to approximately 4 feet below the existing ground surface. Once the site has been prepared, caution tape and cones will be placed around the excavation while HWA conducts the PIT. Water for the test will be supplied from a nearby hydrant or water truck.

After the PIT is completed, caution tape and cones will be left in place around the excavation to and the PIT left open to allow the remaining water to drain overnight. The following morning HWA's subcontractor will over excavate the soils within the PIT to evaluate the presence of restrictive layers within the subsurface. Samples will be collected from the base of the PIT and below the PIT.

After the over excavation is complete, the PIT will be backfilled with the excavated material. Each portion of the Pilot Infiltration Test will be performed under the full time observation of a representative from HWA. Soils removed for the PIT and the over excavation will be logged by HWA's representative.

- **Generate PIT Log and Assign Laboratory Testing:** Each of the soil samples retrieved from the PIT test will be sealed in plastic bags and taken to HWA's Bothell, Washington office for further examination and testing. Soil information will be presented in summary PIT logs that will be generated upon completion of our exploration program.
- **Conduct Infiltration Testing Analysis:** HWA will evaluate the data obtained from the PIT test and determine an appropriate design infiltration rate for use in design of potential infiltration facilities.
- **Additional Pavement Engineering:** HWA will use the collected information regarding soil and groundwater conditions observed at the site to develop recommendations for permeable pavements, in addition the recommendations for pavements in our geotechnical task.

- ***Additional HWA QA/QC:*** HWA has included time for additional QA/QC for this additional task.
- ***Additional Reporting Time:*** HWA has included additional time for updating the geotechnical report related to this additional task.

ASSUMPTIONS/CONDITIONS

The following assumptions were made as part of the development of the proposal for this phase:

- All exploration locations will be within the City's rights-of-way or property for which rights of entry have been previously secured. All required permits will be provided by others at no cost to HWA.
- Portions of the site may not be fully accessible for our equipment. Some clearing and preparatory work may be required during our field work to access portions of the site and is permitted.
- Traffic control will not be required.
- Utility locates will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- Field explorations can be accomplished during normal daylight workdays and hours, with at least a minimum of 8 hours available per day. Field work for the PITs is estimated to be completed within 3 days.
- Exploration locations will be field located using handheld GPS and measurement from existing known features. Surveying of actual exploration locations is not included.
- PITs will be backfilled with the excavated material. The excavated material will be placed back into the pit in loose lifts and periodically compacted during backfilling by tamping the lifts with the excavator bucket, mechanical compaction of the soils is not included as part of the scope of work. Excavations will not be advanced below the water table, if encountered.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- Depth of the Pilot Infiltration Tests will be excavated to the approximate depth of the base of the infiltration facility but are limited to approximately 4 feet below the existing ground surface. Excavations beyond this depth would require shoring for safe access to set up the PIT, which is not included within our scope.

- A groundwater mounding analysis is not anticipated to be required for permeable pavement or if the stormwater is diverted to the Lyon creek and is not included within our scope of work.
- Following delivery of the draft report, all soil samples will be disposed of, unless otherwise mutually agreed upon. Long-term storage of soil samples by HWA is not included.

DELIVERABLES

- Geotechnical Subsurface Exploration Plan (PDF)
- Draft Geotechnical Engineering Report (PDF)
- Final Geotechnical Engineering Report (PDF)

Client Responsibilities

1. Provide access to the site to perform site reconnaissance, utility locates, field work, and groundwater monitoring.
2. Provide necessary permits and rights of entry at no cost to HWA.

PROJECT BUDGET

We estimate that the scope of services proposed herein will require a budget as detailed on the attached project cost estimate. We will not exceed the attached cost estimates without your prior authorization. However, if during the evaluation of the available data or during our field exploration unanticipated subsurface conditions are revealed which would require a level of effort beyond the scope of our study, we will contact you immediately to discuss any necessary modifications to our scope of services and/or budget estimate.

The budget presented in this proposal reflects an estimate based on our current understanding of the project requirements for a scope of work developed from the information provided. HWA reserves the right to transfer hours and budget dollars between tasks to satisfy project requirements. Our budget also reflects estimated direct costs to the project for testing, drilling, etc. HWA may also transfer funds allocated for direct costs to professional/technical hours or vice versa, to satisfy project requirements.



Thank you again for the opportunity to provide this proposal for geotechnical engineering services to support City of Lake Forest Park's Lakefront Improvements Project. Should you have any questions regarding this proposal, or require additional services, please contact us at your convenience.

Sincerely,

HWA GEOSCIENCES INC.



William R. Rosso, P.E.
Geotechnical Engineer



Sandy R. Brodahl, P.E.
Geotechnical Engineer, Principal

Attachments: Project Cost Estimate

Project Cost Estimate
LFP Lakefront Improvements Project
Lake Forest Park, Washington
Prepared for Facet, attn. Amber Mikluscak



HWA Ref: 2024-069-21
Date: 26-Apr-24
Prepared By: WRR/SRB

Scope of Work
Refer to the project scope of work document.

ESTIMATED HWA LABOR:

WORK TASKS DESCRIPTION	2024 BILLING RATES									TOTAL HOURS	TOTAL AMOUNT
	Principal IX	Geotech. Eng. VII	Geotech. Eng. IV	Hydrogeologist IV	Geologist III	CAD	Contracts Administrator	Administrative Support			
	\$345.00	\$290.00	\$180.00	\$190.00	\$145.00	\$155.00	\$165.00	\$120.00			
Task 1.1 - Project Management											
Project setup			2					2		4	\$600
Project coordination meetings		4	4							8	\$1,880
Project and Contract Management			36				18			54	\$9,450
Task 4.1 - Exploration Work Planning											
Review available geotechnical information		1	4							5	\$1,010
Site reconnaissance and utility locates (two site visit)			3		6	1				10	\$1,565
Plan and coordinate field exploration program		1	4					4		9	\$1,490
Generate geotechnical subsurface exploration plan (SEP)		1	4			4				9	\$1,630
Conduct geotechnical borings (3 days)			3		27					30	\$4,455
Generate boring logs and assign laboratory testing		2	2		5	2				11	\$1,975
Groundwater data collection/download (up to 4 site visits)	1	1	4		12					18	\$3,095
Task 4.2 - Geotechnical Engineering Design Services											
Conduct preliminary infiltration screening		1	4							5	\$1,010
Generate seismic design parameters		1	4							5	\$1,010
Evaluate liquefaction and lateral spreading potential		1	6							7	\$1,370
Evaluate geologic and seismic hazards		1	6							7	\$1,370
Develop recommendations for foundations		4	12							16	\$3,320
Evaluate foundations for lateral loading	4	2	6							12	\$3,040
Pavement Engineering and Recommendations	4		2							6	\$1,740
Develop considerations for general earthwork and construction		1	4							5	\$1,010
HWA QA/QC	4	8								12	\$3,700
Draft Geotechnical Data Report	2	4	16			2		2		26	\$5,280
Respond to Review Comments on Draft Geotechnical Data Report		2	4							6	\$1,300
Final Geotechnical Data Report	2	4	8			2		2		18	\$3,840
Miscellaneous Engineering and Support	6	12	12							30	\$7,710
TOTAL LABOR CHARGES:	23	51	150	0	50	11	18	10		313	\$62,850

LABORATORY TESTING SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content w/Description	35	\$24	\$840
One-Dimensional Consolidation Test	1	\$950	\$950
Percent Passing #200 Sieve	7	\$105	\$735
Grain Size Sieve Analysis -wet	7	\$135	\$945
Combined Grain Size & Hydrometer	6	\$275	\$1,650
Atterberg Limits	3	\$260	\$780
LABORATORY TESTING TOTAL:			\$5,900

ESTIMATED DIRECT EXPENSES:

Mileage: 0.67/mi, 8 round trips at 20 miles/trip	\$107
GPS Unit Rental, \$75/day, 3 day	\$225
Transducer Rental: \$600/datalogger, 2	\$1,200
Water Level Indicator: \$30/day, 6 days	\$180
Laboratory Testing	\$5,900
TOTAL DIRECT EXPENSES:	\$7,612

ESTIMATED SUBCONSULTANT COSTS:

Private Utility Locate	\$500
Drilling Subcontractor - 3 days (5 borings, 250 ft, two permanent wells)	\$17,500
Subconsultant Mark-Up (7%)	\$1,260
TOTAL SUBCONSULTANT COSTS:	\$19,260

TASK TOTALS AND SUMMARY:

Total Labor Cost	\$62,850
Direct Expenses	\$7,612
Subconsultant Costs	\$19,260
TOTAL:	\$89,722

PROJECT TOTALS AND SUMMARY:

Geotechnical Services	\$89,722
Pilot Infiltration Testing (optional)	\$36,701
GRAND TOTAL:	\$126,423

BASE FEE

BASE FEE

Project Cost Estimate
LFP Lakefront Improvements Project
Lake Forest Park, Washington
Prepared for Facet, attn. Amber Mikluscak



HWA Ref: 2024-069-21
Date: 26-Apr-24
Prepared By: WRR/SRB

Scope of Work
Refer to the project scope of work document.

ESTIMATED HWA LABOR:

WORK TASKS DESCRIPTION	2024 BILLING RATES									
	Principal IX	Geotech. Eng. VII	Geotech. Eng. IV	Hydrogeologist IV	Geologist III	CAD	Contracts Administrator	Administrative Support	TOTAL	TOTAL
	\$345.00	\$290.00	\$180.00	\$190.00	\$145.00	\$155.00	\$165.00	\$120.00	HOURS	AMOUNT
Task 4.3 - Pilot Infiltration Testing (optional)										
Additional Project Management			2					2	4	\$600
Conduct Additional Utility Locating			1		3				4	\$615
Plan and Coordinate Small Scale PITs	1	1	4						6	\$1,355
Conduct Pilot Infiltration Tests (2½ days)	1	1	2	4	24				32	\$5,235
Generate PIT Logs and Assign Laboratory Testing	1	1	2	1	2				7	\$1,475
Conduct Infiltration Analysis	1			4					5	\$1,105
Additional Pavement Engineering Efforts	4		2						6	\$1,740
Additional HWA QA/QC	2	1							3	\$980
Additional Reporting Time	2	1	4						7	\$1,700
TOTAL LABOR CHARGES:	12	5	17	9	29	0	0	2	74	\$14,805

LABORATORY TESTING SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content w/Description	4	\$24	\$96
Percent Passing #200 Sieve	0	\$105	\$0
Grain Size Sieve Analysis -wet	0	\$135	\$0
Combined Grain Size & Hydrometer	6	\$275	\$1,650
LABORATORY TESTING TOTAL:			\$1,746

ESTIMATED DIRECT EXPENSES:

Mileage: 0.67/mi, 3 round trips at 20 miles/trip	\$40
GPS Unit Rental, \$75/day, 3 days	\$225
Water Level Indicator: \$30/day, 3 days	\$90
Laboratory Testing	\$1,746
TOTAL DIRECT EXPENSES:	\$2,101

ESTIMATED SUBCONSULTANT COSTS:

Private Utility Locate	\$500
Excavator and Water Truck Subcontractor for PITs - 3 days	\$18,000
Subconsultant Mark-Up (7%)	\$1,295
TOTAL SUBCONSULTANT COSTS:	\$19,795

PROJECT TOTALS AND SUMMARY:

Geotechnical Services	\$89,722
Pilot Infiltration Testing (optional)	\$36,701
GRAND TOTAL:	\$126,423

RESERVE FEE

TASK TOTALS AND SUMMARY:

Total Labor Cost	\$14,805
Direct Expenses	\$2,101
Subconsultant Costs	\$19,795
TOTAL:	\$36,701

RESERVE FEE



4/25/2024

Ms. Amber Mikluscak, PLA, GISP
Principal Director of Landscape Architecture
DCG/Watershed
750 6th St South, Kirkland, WA 98033

Subject: Electrical Engineering Services Proposal for the City of Lake Forrest Park
Lakefront Phase 2 Scope of Work

Reference: Your Email dated April 11, 2024, Regarding Scope and Fee Proposal
City of Lake Forrest Park Lakefront Site Visit

Dear **Amber**,

Based on your April 11, 2024, email with attachments, and information we gathered during the site visit, we have developed the following scope of services and fee proposal to provide electrical engineering for this project.

Project Description:

This project's scope of work is to provide electrical and lighting design services at 50%, 70%, 100%, IFC/Bid Set PS&E, and Bid Support at the Lake Forest Park waterfront project.

Basic Services Scope of Work:

Elcon Associates, Inc. will coordinate with DCG/Watershed Seattle City Light (SCL), and City of Lake Forest Park to prepare electrical power and lighting design drawings, specifications, and electrical cost estimate (PS&E).

Expected tasks are outlined below:

Task 1 – Project Management:

1. Project Planning and Administration
2. Coordination with design team
3. Coordination with DCG/Watershed personnel
4. Coordination with SCL personnel

Task 3 – Design Services:

70% PS&E

1. Respond to City's 50% submittal review comments
2. Attend online coordination meeting (1 mtg)

3. Update load calculations
4. Prepare 70% Drawings
 - a. Legend, Abbreviations & Gen. Notes
 - b. Overall Site Plan
 - c. Enlarged Electrical Plan
 - d. One-Line Diagram
 - e. Lighting Plan
 - f. Lighting Schedule/Details/Controls
 - g. Panelboard Schedules
5. Estimate of Probable Construction Costs
6. Develop electrical/lighting Specifications
7. QC Review

100% PS&E

1. Respond to City's 70% submittal review comments
2. Attend online coordination meeting (1 mtg)
3. Prepare 100% Drawings
 - a. Legend, Abbreviations & Gen. Notes
 - b. Overall Site Plan
 - c. Enlarged Electrical Plan
 - d. One-Line Diagram
 - e. Lighting Plan
 - f. Lighting Schedule/Details/Controls
 - g. Panelboard Schedule
4. Estimate of Probable Construction Costs
5. Develop electrical/lighting Specifications
6. QC Review

IFC / Bid Set PS&E

1. Respond to City's 100% submittal review comments
2. Attend online coordination meeting (1 mtg)
3. Prepare Bid Set Drawings
 - a. Legend, Abbreviations & Gen. Notes
 - b. Overall Site Plan
 - c. Enlarged Electrical Plan
 - d. One-Line Diagram
 - e. Lighting Plan
 - f. Lighting Schedule/Details/Controls
 - g. Panelboard Schedule
4. Estimate of Probable Construction Costs
5. Develop electrical/lighting Specifications
6. QC Review

Task 5 – Bid Support:

1. Respond to Bidders' questions
2. Attend online coordination meeting (1 mtg)

Assumptions:

- A Time and Materials contract for services will be negotiated and signed and Notice to Proceed (NTP) issued before work will begin.
- Work will be under the direction of DCG/Watershed personnel.
- All electrical design work (70%, 100%, IFC/Bid Set, Bid Support) will be completed in accordance with a mutually agreed upon schedule.
- Probable opinion of electrical costs will be prepared using 2024 RS Mean's Electrical Cost Data.
- All deliverables listed above will be provided electronically in PDF format.
- Any changes to the scope or fee of this agreement shall be documented in writing (email will suffice) before additional work is performed.
- This scope of work does not include CA Support. A new scope/fee will be developed during the construction phase of this project.

We appreciate the opportunity to submit this scope and fee proposal. Please call or e-mail if you have any questions. We look forward to working with you on the electrical design of this project.

Sincerely,

ELCON ASSOCIATES, INC.

Dimitri Siaterlis, PE.

Principal Electrical Engineer

Estimate for Engineering Services			ELCON ASSOCIATES, INC.			
ENGINEERS - CONSULTANTS						
Project: City of Lake Forest Park						
Client No: Lakefront Improvements						
Elcon No: 7030 - S23030						
Phase: Phase 2 - Electrical/Lighting Design						
Revision: April 25, 2024			Budgeted Labor By Category in Manhours			
ENGINEERING SERVICES	Principal	Project Manager	Jr. Engineer	CADD	Clerical	Total
Task 1 – Project Management:						
1. Project Planning and Administration	8				2	10
2. Coordination with design team	4					4
3. Coordination with DCG/Watershed personnel	4					4
4. Coordination with SCL personnel	4					4
Task 3 – Design Services:						
70% PS&E						
1. Attend online coordination meeting (1 mtg)		1				1
2. Prepare load calculations			4			4
3. Prepare 70% Drawings						
a. Legend, Abbreviations & Gen. Notes		1		1		2
b. Overall Site Plan		4		4		8
c. One-Line Diagram	1	6		6		13
d. Lighting Plan	1	8		8		17
e. Panelboard Schedules		8		8		16
4. Estimate of Probable Construction Costs			8			8
5. Develop outline specifications		4			2	6
6. QC Review	1					1
100% PS&E						
1. Respond to City's 70% review comments		1		1		2
2. Attend online coordination meeting (1 mtg)		1				1
3. Prepare 100% Drawings						
a. Legend, Abbreviations & Gen. Notes		1		1		2
b. Overall Site Plan		4		4		8
c. Enlarged Electrical Plan		4		4		8
d. One-Line Diagram	1	6		6		13
e. Lighting Plan	1	6		6		13
f. Lighting Schedule/Details/Controls			8	8		16
g. Panelboard Schedule		4		4		8
4. Estimate of Probable Construction Costs			6			6
5. Develop electrical/lighting Specifications		6			2	8
6. QC Review	1					1
IFC / Bid Set PS&E						
1. Respond to City's 100% review comments		1		1		2
2. Attend online coordination meeting (1 mtg)		1				1
3. Prepare Bid Set Drawings						
a. Legend, Abbreviations & Gen. Notes		1		1		2
b. Overall Site Plan		2		2		4
c. Enlarged Electrical Plan		2		2		4
d. One-Line Diagram	1	2		2		5
e. Lighting Plan	1	2		2		5
f. Lighting Schedule/Details/Controls			4	4		8
g. Panelboard Schedule		4		4		8
4. Estimate of probable construction costs			4			4
5. Finalize electrical/lighting specifications		4			2	6
6. QC Review	1					1
Task 5 – Bid Support:						
1. Respond to Bidders' questions		4				4
2. Attend online coordination meeting (1 mtg)		1				1
Total Labor Hours:						
	29	89	34	79	8	239
Labor Rate: Standard Rate						
	\$235.00	\$165.00	\$125.00	\$100.00	\$110.00	
Total Labor Cost:						
	\$6,815	\$14,685	\$4,250	\$7,900	\$880	\$34,530
EXPENSES						
	Travel	Trips			miles	\$0.67
	Parking					
Total Expenses						
TOTAL ESTIMATED FEE						
\$34,530						

ADD SERVICE / TASK 6 - Sustainability Credential Support:

1. Attend monthly coord mtgs (18 mtgs x \$165/hr) = \$2,970

Est. Total w/ ADD SVC = \$37,500



ATTACHMENT E.
Subconsultant Proposal
Cultural Resources

Proposal to Conduct a Cultural Resources Assessment

Lake Forest Park Lakefront Improvements Project Phase 2
King County, Washington

April 25, 2024

Prepared by:

ASM Affiliates
26231 72nd Ave NW
Stanwood, WA 98292

Prepared for:

Amber Mikluscak, PLA, GISP
Principal, Director of Landscape Architecture
FacetNW
amikluscak@facetnw.com

A handwritten signature in black ink, consisting of a stylized 'D' followed by a horizontal line.

Dave Iversen, Director

Project Introduction

ASM Affiliates, Inc. (ASM) will conduct a cultural resources assessment for the Lakefront Phase 2 Project, Lake Forest Park, King County, Washington. The assessment will include the Lyon Creek Waterfront Preserve Property (Parcel 403010-0050) as well as the section of Beach Drive NE between Ballanger Way and 47th Avenue. All services will be provided in accordance with the Washington State Department of Archaeology and Historic Preservation (DAHP) guidelines, and managed by ASM's archaeologists, architectural historians, and/or historians who exceed the *Secretary of the Interior's Professional Qualification Standards*. All services will be provided on a fixed-fee basis after receipt of signed contract. This proposal shall remain valid for 90 days from today's date.

Scope of Work

Project Kickoff - ASM will participate in one kickoff call to discuss project requirements and confirm project schedule.

Records Search - Prior to the initiation of fieldwork, ASM will conduct records searches of site forms and previous cultural resources reports on file at DAHP as well as archival review of other existing documentation that may be useful to determine cultural resources concerns or historical properties located within 1-mi. of the project area. Library and online resources will also be consulted to check historic land survey and patent maps, topographic maps, and other pertinent historical documents. The results of a preliminary desktop review of these data will be presented in a technical memo.

Field Survey - Fieldwork will include an intensive survey to examine all exposed ground surfaces for archaeological resources. Subsurface excavation will be conducted using a systematic method to determine if unknown significant sites are present below the ground surface. ASM will conduct subsurface excavations at regular intervals in accessible areas. Shovel test probe (STP) excavations will be used to determine the presence, extent, and structure of subsurface deposits, and assist in the determination of the nature of any identified site boundaries. If necessary, auger probes will be excavated at the base of STPs in areas where project excavation is planned to extend greater than three feet below surface. Sediment from excavations will be screened through ¼-in. hardware mesh. will be documented on ASM forms, which include provenience location, artifact inventory, information on sediment type and color, termination depth, and general observations. The locations of excavations and all identified cultural resources will be documented with submeter accuracy global positioning systems (GPS) handheld devices and included on report quality figures within the technical report.

Technical Report Preparation – ASM will present the results of the assessment in an addendum to the technical report prepared for Phase 1 of the project.

Schedule

ASM will conduct the field survey within 60 days of NTP and a draft report addendum will be submitted for review within 30 days of fieldwork completion. The final report will be submitted within two (2) weeks of receipt of comments to the draft.

Cost

The fixed-fee cost to complete the field survey and technical report is **\$9,800.00**.

Assumptions

- A maximum of 20 STP excavations will be conducted for the fieldwork;
- No cultural resources will be documented;
- Deliverables will be provided electronically via email;
- NRHP evaluation, data recovery, and/or on-site monitoring for any cultural resources identified will be performed under a separate contract.

Proposal Acceptance

Title: Proposal to Conduct a Cultural Resources Assessment - Lake Forest Park Lakefront Improvements Project Phase 2

Cost: \$9,800.00

Accepted by:

Signature

Print Name

Title

Date

Company Name

Billing Address

Email Address

Phone

ATTACHMENT F. Subconsultant Proposal Cost Estimation

April 24, 2024

Amber Mikluscak
Facet
9706 4th Ave NE, Suite 300
Seattle, WA 98115

RE: Phase 2: Lake Forest Park Lakefront Improvements

**FP-WA-2023-0099b
Add Service**

Dear Amber Mikluscak,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees, and contract terms, please sign as indicated, retain a copy, and return the signed copy.

Sincerely,



Trish Drew, CPE, LEED AP
Managing Director

SCHEDULE 1

DCW COST MANAGEMENT, LLC's Basic Services

Project Description:

We understand that the project comprises cost planning for the Phase 2: Lake Forest Park Lakefront Improvements located in Lake Forest, WA. The cost study scope of work includes costing the design documents.

The project comprises three parcels including an existing public preserve and two parcels previously programmed as a single residential property with multiple outbuildings. The project is encumbered by shoreline and critical area regulations, including the shoreline management area of Lake Washington and encumbrances from onsite wetlands and Lyon Creek, a natural salmon-bearing stream.

Early Works Demolition incorporates the demolition of Buildings 1-5 and 9. The existing wood fence between the preserve and Building 1 will be demolished as well. A new chain link fence with 2 gates, privacy panels, and an "about the project" banner will be installed along the frontage of Beach Dr, just inside the property.

A new lakefront park will be developed through site improvements and adaptive reuse of existing structures. Park amenities will include new parking area, paved plaza and paths, viewing platforms, gathering deck, play area, picnic shelter, bathhouse, community flex space, and small city office. A new dock will be constructed for public water access and recreation.

Detailed Scope of Work:

Task 1 – Project Management

Task 2 – Stakeholder Engagement

Task 3 Design Services

Task 3a 70% Plans, Specifications and Estimate

- Prepare an opinion of probable construction costs, including lifecycle costs, during this stage with all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- This stage includes a maximum of two alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

Task 3b 100% Plans, Specifications and Estimate

- Prepare an opinion of probable construction costs, including lifecycle costs, during this stage with all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

Task 4 – Environmental Documentation & Permitting

Task 5 – Bid Support

SCHEDULE 2**Fee Schedule****Fee Breakdown**

	HRS	RATE	SUM
Task 1 – Project Management	0	\$175	\$ 0.00
Task 2 – Stakeholder Engagement	0	\$175	\$ 0.00
Task 3a – 70% Plans, Specifications and Estimate	36	\$175	\$6,300.00
Task 3b – 100% Plans, Specifications and Estimate	32	\$175	\$5,600.00
Task 4 – Environmental Documentation & Permitting	0	\$175	\$ 0.00
Task 5 – Bid Support	0	\$175	\$ 0.00
SUM Total	68		\$11,900.00

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$11,900**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

SCHEDULE 3**DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule**

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<u>Bill Rate</u>
Directors	\$180.00
Specialists	\$170.00- \$180.00
Cost Estimators*	\$160.00 - \$150.00
Clerical	\$105.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators

Confirmation of Agreement: This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: Facet

DATE: 4/24/2024

DATE:

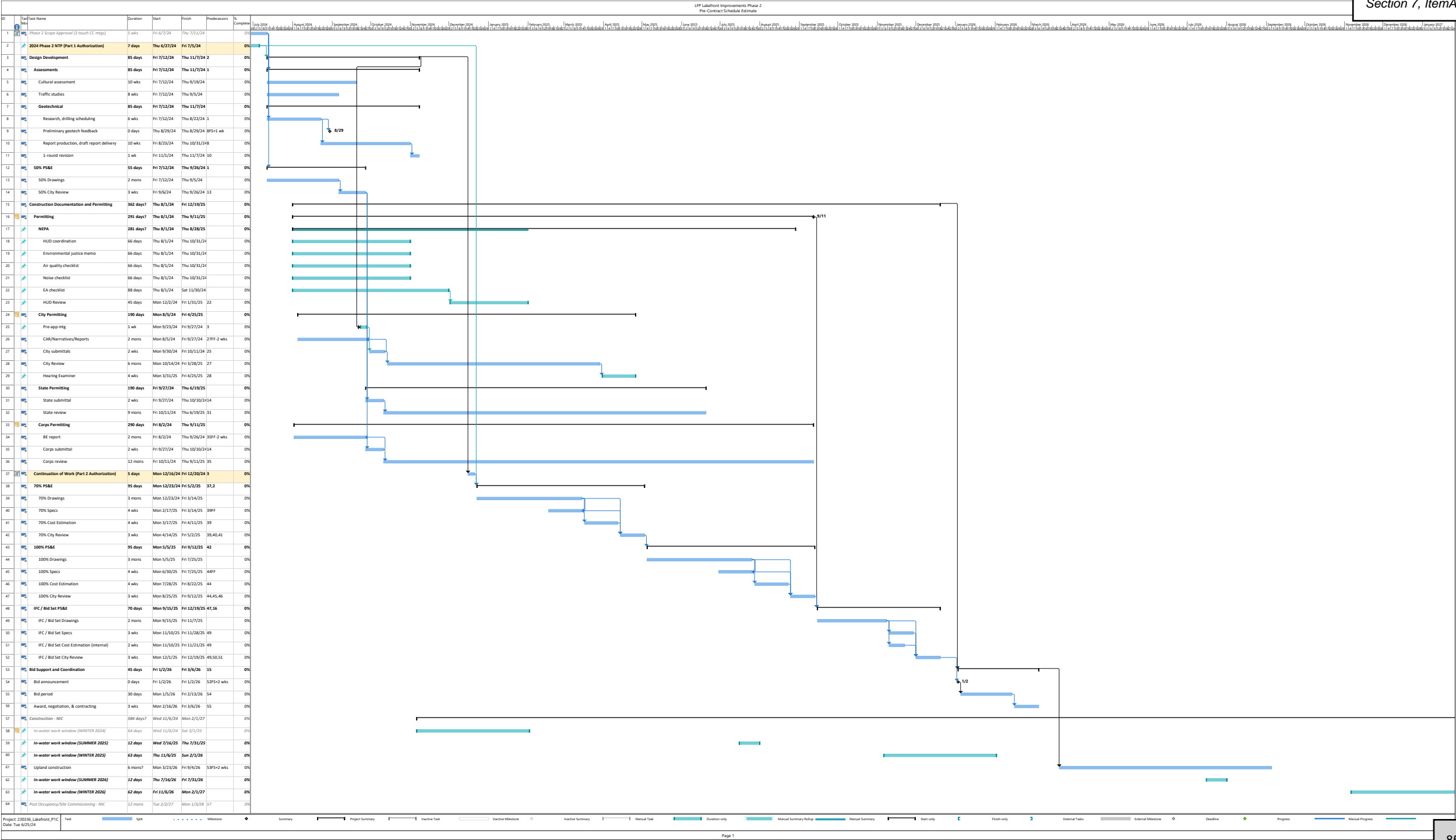
By: Trish Drew

By: Amber Mikluscak

Its: Managing Director

Its: Principal of Landscape Architecture







CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 27, 2024
Originating Department	Building Department
Contact Person	Calvin Killman, Building Official
Title	Ordinance 24-1292/Adopting the 2021 International Building Code and other construction related codes

Legislative History

- First Presentation April 11, 2024 Work Session
- Second Presentation May 9, 2024 Work Session
- Third Presentation June 13, 2024 Regular Meeting & Public Hearing
- Forth Presentation June 27, 2024 Regular Meeting

Attachments:

1. Ordinance 24-1292/Adopting the 2021 Building codes

Executive Summary

The draft ordinance would adopt the 2021 International Building Code and other construction codes for Lake Forest Park. The State of Washington adopted the 2021 version, enacted in March 2024. The codes are proposed for adoption, along with the state and local amendments in the International Fire Code. The codes include the most recently approved new materials, practices, and safety features. It is helpful to permit holders and builders to have the latest codes available and, if they work in multiple cities, to be able to use the same codes.

Background

- Codes and Sources: The State of Washington primarily uses the international family of Building Codes (Building, Residential, Mechanical, Fire, Plumbing, (National) Fuel Gas, (NFPA), Liquefied Petroleum Gas, Fuel Gas, (Uniform) Housing, (Uniform) Abatement of Dangerous Buildings, Washington State Energy Code, (National) Electrical, Existing Building Codes. A series of state amendments are adopted every three years to comport with state law. Every

three years, the International Code Council of Building Officials (ICBO), National Fire Protection Association, and International Association of Plumbing and Mechanical Officials review and update the family of codes and submit them for adoption. The briefing and action before the City Council is to review and consider adopting the 2021 updates.

- Chapter 15.04 of the Lake Forest Park Municipal Code (LFPMC) would be amended to adopt the most recent versions of the codes and chapter 15.10 LFPMC would be amended to include the updated references to sections of the Fire Code where the City has adopted local amendments.

Fiscal & Policy Implications

The main fiscal impact is the cost of a new set of code books every three years. The estimated cost is \$2,000 and is included in the budget.

Staff Recommendation

Approval Ordinance 24-1292/Adopting the 2021 Building Codes

ORDINANCE NO. 24-XXXX

AN ORDINANCE OF THE CITY OF LAKE FOREST PARK, WASHINGTON, RELATING TO THE STATE BUILDING CODE AND LOCAL AMENDMENTS THERETO; AMENDING CHAPTER 15.04 AND 15.10 OF THE LAKE FOREST PARK MUNICIPAL CODE TO ADOPT THE 2021 STATE BUILDING CODE AND LOCAL AMENDMENTS THERETO; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND CORRECTIONS.

WHEREAS, the Washington State Building Code Council (SBCC) was created by the Legislature to establish the minimum building, mechanical, fire, plumbing, and energy code requirements necessary to promote the health, safety, and welfare of the State of Washington; and

WHEREAS, the SBCC reviews, develops, and adopts the state building code; and

WHEREAS, on May 24, 2023, the SBCC voted to delay the effective date of the 2021 codes for 120 days; and

WHEREAS, on September 15, 2023, the SBCC agreed to another delay on the effective date, setting a new effective date for all building codes of March 15, 2024; and

WHEREAS, on March 5, 2024, the Washington State Legislature passed Engrossed Senate Bill 6120 relating to the Wildland Urban Interface Code and postponed its inclusion in the state building code until completion of a statewide wildfire hazard map and a base-level wildfire risk map for each county of the state consistent with the International Wildland Urban Interface Code; and

WHEREAS, the City’s Community and Economic Development Department and the Shoreline Fire Department have recommended to the City Council amendments to Title 15 of the Lake Forest Park Municipal Code to adopt the 2021 State Building Code and Local Amendments thereto; and

WHEREAS, the City Council has determined that the proposed amendments are in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. LFPMC Section 15.04.015 Amended. Section 15.04.015 of the Lake Forest Park Municipal Code is amended to read as follows:

15.04.015 Building Code Adopted.

A. The city of Lake Forest Park, pursuant to state law (chapters [19.27](#) and [19.27A](#) RCW) adopts as its building code the Washington State Building Code, as modified by chapters [15.06](#) and 15.10 LFPMP, as follows:

1. The ~~2018-2021~~ Edition of the International Building Code (“IBC”), as adopted and amended by the State Building Code Council in Chapter [51-50](#) WAC.
2. The ~~2018-2021~~ Edition of the International Residential Code (“IRC”), as adopted by the State Building Code Council in Chapter [51-51](#) WAC, as published by the International Code Council.
3. The ~~2018-2021~~ Edition of the International Mechanical Code (“IMC”), as adopted by the State Building Code Council in Chapter [51-52](#) WAC.
4. The ~~2018-2021~~ Edition of the International Fire Code (“IFC”), as adopted by the State Building Code Council in Chapter [51-54A](#) WAC, along with Appendix B thereto (Fire Flow).
5. The ~~2018-2021~~ Edition of the Uniform Plumbing Code (“UPC”), as adopted by the State Building Code Council in Chapter [51-56](#) WAC, excluding Chapter 1, “Administration.”
6. The ~~2018-2021~~ Edition of the National Fuel Gas Code (NFPA 54), as adopted by the State Building Code Council in Chapter [51-52](#) WAC.
7. The ~~2018-2021~~ Edition of the International Fuel Gas Code, as adopted by the State Building Code Council in Chapter [51-52](#) WAC.
8. The ~~2018-2021~~ Edition of the International Existing Building Code, together with amendments and/or additions thereto, as adopted by the State Building Code Council in Chapter [51-50](#) WAC.
9. The ~~2018-2021~~ Edition of the National Electrical Code as adopted by the Department of Labor and Industries in Chapter 296-46B WAC and Chapter 19.28 RCW.
10. The ~~2018-2021~~ Edition of the International Energy Conservation Code, Commercial and Residential, as adopted by the State Building Code Council in Chapters [51-11C](#) and [51-11R](#) WAC.
11. All current and future amendments, supplements, modifications, exclusions, exemptions and additions to the codes identified in subsections (A)(1) through (8) and (11) and (12) of this section adopted by the Washington State Building Code

Council and published in WAC Title [51](#), including, but not by way of limitation, Chapters [51-11](#), [51-50](#), [51-51](#), [51-52](#), [51-54A](#), and [51-56](#) WAC.

12. All appendices to any code referenced above and adopted by the Washington State Building Code Council as published in WAC Title [51](#) are hereby adopted, unless specifically excluded above.

B. The city shall at all times keep on file with the city clerk, for reference by the general public, a copy of the foregoing codes, as they may be amended from time to time. The copies of codes on file may be placed by the city clerk in the custody of the office of the building inspector in order to make them more readily available to inspection and use by the general public.

Section 2. LFPMC Chapter 15.10 Amended. Chapter 15.10 of the Lake Forest Park Municipal Code, Fire Code, is amended to update IFC code sections and to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. Severability. If any one or more section, subsection, or sentence of this ordinance is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 4. Corrections by Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including but not limited to the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 5. Effective Date. This ordinance shall take effect five (5) days after passage and publication.

APPROVED BY A MAJORITY the Lake Forest Park City Council this XXX day of XXX, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean

City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective

EXHIBIT A
CHAPTER 15.10
FIRE CODE

**15.10.020 IFC Section ~~105.6~~, Required operation permits, amended. 105.5.32,
Mobile food preparation vehicles.**

Section 105.~~56.30~~ is revised to read as follows:

105.~~56.320~~ Mobile food preparation vehicles. A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or that utilize flammable gases such as LP-gas or natural gas. The fire code official is authorized to develop policies that clarify the permit requirements and participate in a regional permitting program.

15.10.025 IFC Section 105.~~5.427~~, Required construction permits, amended.

Section 105.~~57~~ is amend by adding the following sections:

105.~~5.447-24~~ Mechanical refrigeration. A construction permit is required to install, modify or expand any mechanical refrigeration system containing more than 220 pounds of a Group A1 refrigerant or more than 30 pounds of any other group refrigerant.

15.10.030 IFC SECTION ~~1098.6~~, Overcrowding, amended.

Section 10~~98~~.6, Overcrowding, is amended to read as follows:

10~~98~~.6 Overcrowding. Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof shall not be allowed. The fire code official, upon finding any overcrowding conditions or obstructions in aisles, passageways or other means of egress, or upon finding any condition which constitutes a life safety hazard, shall be authorized to direct actions to be taken to reduce the overcrowding or to cause the event to be stopped until such condition or obstruction is corrected.

15.10.035 IFC Section 1~~11.109~~ Board of appeals.

Section 1~~11.109~~ is deleted and replaced as follows:

Appeals of orders, decisions or determinations made by the fire code official shall be made to the hearing examiner pursuant to section 16.26.035, ministerial administrative decisions. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better solution is proposed. The hearing examiner shall have not authority relative to interpretation of the administrative provisions of this code nor shall the hearing examiner be empowered to waive requirements of either this code or the technical codes which are the codes, appendices and referenced code standards adopted by the city.

...

15.10.125 IFC Section 5604, Explosives storage.

Section 5604.~~24~~ is amended by adding the following:

The storage of blasting agents, detonators, explosives, explosive materials and special industrial explosive devices is prohibited within the city limits.

Exception:

1. Approved storage areas in law enforcement facilities and as otherwise provided in the municipal code.
2. When approved by the fire code official.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	June 27, 2024
Originating Department	Finance Department
Contact Person	Matt McLean, City Clerk
Title	Resolution 24-1956/Adopting purchasing and acquisition policy

Legislative History

- First PresentationMay 16, 2024 – Budget & Finance Committee
 - Second PresentationJune 13, 2024 – Regular Meeting
 - Third PresentationJune 27, 2024 – Regular Meeting
-

Attachments:

1. Resolution 24-1956/Adopting the purchasing and acquisition policy
 2. Resolution 617
 3. Resolution 1399
-

Executive Summary

Resolution 24-1956 will adopt new procurement policies for the city to align with the increased procurement limits passed by the legislature in HB 1621. For instance, the legislature amended the amounts when small works rosters in RCW 39.04.190 can be used. The small works rosters provide a faster, simpler process than formal competitive bidding. The proposed Resolution references RCW 39.04 “as amended,” so the City will always use the updated amounts. The Resolution also includes policies for purchases of real property that are routine development dedications or within a budget already approved by the Council for a project. Edits requested during the June 13, 2024 Council meeting to clarify when items must be presented to Council for consideration are included in the proposed Resolution 24-1956.

Background

The current purchasing policies were adopted with Resolution 617 in 2001 and amended with Resolution 1399 in 2014. Following the passage of HB 1621 by the state legislature, the administration deemed it necessary to streamline and improve the purchasing policies. The new resolution will adopt updated procurement policies while repealing Resolutions 617 and 1399.

After feedback during the Budget and Finance Committee presentation in May, the administration redrafted the resolution to have the Council adopt the purchasing policies and removed the purchasing procedures for separate adoption by the administration. The administration will continue to update the procurement procedures, consistent with the adopted policies, that will be used internally by all City staff.

You'll see that the proposed Resolution refers to "Public Works" in multiple places, which are a category of projects defined by statute as "all construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the ... municipality . . ." The largest categories of items purchased by the City that are not Pubic Works are probably goods and services.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Adopt the resolution	The new procurement policies will become effective upon passage by the Council.
<ul style="list-style-type: none">• Reject the resolution	The current policy will remain in place.

Staff Recommendation

Adopt Resolution 24-1956 adopting the procurement and acquisition policy for the city.

RESOLUTION NO. 24-1956**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, REPEALING AND ADOPTING PURCHASING AND ACQUISITION POLICIES AND PROCEDURES.**

WHEREAS, RCW 35A.11.010 grants city councils in optional municipal code cities like Lake Forest Park broad power to make contracts; and

WHEREAS, city councils also has the authority to delegate the authority to make contracts and to place appropriate oversight and disclosure conditions upon the use of that authority; and

WHEREAS, the Lake Forest Park City Council recognizes that appropriate delegation to the administration regarding procurement processes can improve efficiencies; and

WHEREAS, on March 8, 2001, and March 13, 2014, the City Council adopted Resolutions 617 and 1399 respectfully, establishing specific purchasing and acquisition policies and procedures; and

WHEREAS, in the intervening years, state legislation regarding city contracting authority and requirements have been amended and the City Council desires to review and update its purchasing policies.

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

SECTION 1. REPEAL. City of Lake Forest Park Resolution Numbers 617 and 1399 are repealed in their entirety.

SECTION 2. ADOPTION. The City Council of the City of Lake Forest Park adopts the following purchasing policies:

- A. **Purchasing authority.** For expenditures included in the annual budget, the following authority is granted to the Administration to execute contracts and agreements.
1. **Public Works contracts.** For contracts for Public Works, as defined in RCW 39.04.010, as amended, the Mayor or designee may execute contracts up to \$50,000 (fifty thousand dollars), except as identified elsewhere in this

resolution. All other Public Works contracts shall be brought to the City Council for consideration.

2. Supplies, equipment, materials, and services. For contracts that are not for Public Works, the Mayor or designee may execute contracts up to \$30,000 (thirty thousand dollars), except as identified elsewhere in this resolution. Contracts in excess of \$30,000 shall be brought to the City Council for consideration.
3. Interlocal Agreements. Initial interlocal agreements of any amount with governmental agencies require Council authorization. The Mayor or designee, may execute a renewal or extension of an existing interlocal agreement with governmental agencies up to \$30,000 (thirty thousand dollars) if the initial interlocal agreement addressed renewal. All other renewals require Council approval.
4. Emergency contracts. In the event of an Emergency, the Mayor or designee may execute contracts consistent with LFPMC 8.15.090 to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people and to bind the city for the fair value thereof. "Emergency" is defined as unforeseen circumstances beyond the control of the City that either present a real, immediate threat to the proper performance of essential City functions; or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

B. **Grant Applications.** The Mayor or designee are authorized to apply for grants that would carry out projects or services in the adopted biennial budget or adopted capital improvement plan. If a grant application requires matching dollars beyond those included in the funded CIP or impacts an adopted City policy, City Council approval must be sought before the grant application is submitted.

C. **Real Property.** The purchase or acquisition of real property in fee simple or an interest in real property require City Council approval, unless:

1. Development projects. The acquisition is the acceptance of a dedication or conveyance made in the general course of a development project required by the LFPMC.
2. Budgeted Acquisition. The acquisition is a purchase for a Department of Public Works project and the acquisition price is within the Council approved budget for the project.

D. **Public Works bidding processes.**

1. Small works roster. Council authorizes the use of the small works roster process and dollar thresholds, including limited public works process, in chapter 39.04 RCW, as amended. The Administration shall contract with Municipal Research and Services Center ("MRSC") for use of its small works rosters as appropriate for the contracting needs of the City. The Administration shall document when bid quotes have been obtained and make the bid quotes publicly available and available by request. The Administration shall publish on the City's website a list of small works contracts awarded and contractors contacted for direct negotiation pursuant to chapter 39.04 RCW, as amended.
2. Public Works formal bidding. For Public Works contracts anticipated to exceed the dollar threshold of the small works roster in chapter 39.04 RCW, as amended, formal bidding procedures shall be used as adopted by the Administration.

E. Professional and personal services.

1. Architectural, land surveying, and engineering services. For architectural, land surveying, and engineering services, as defined in RCW 39.80.020, as amended, the MRSC consultant roster may be used and firms asked to respond to a Request For Qualifications (RFQ). A contract will be negotiated with the most qualified firm at a fair and reasonable price taking into account the scope, complexity, and professional nature of the services.
2. Other professional and personal services. For all other professional services an RFQ may be used, direct solicitation may be used, and an MRSC consultant roster may be used to solicit qualified professionals and contract at a fair and reasonable price.

F. Purchase of materials, supplies and equipment. The purchase of materials, supplies and equipment for a Public Works or other contract, may be solicited using an MRSC roster. Whenever possible quotes from at least three vendors shall be secured to assure a competitive price is contracted for with the lowest responsible bidder.

G. Surplus property. The City may acquire surplus property from the state, a city, another political subdivision, the federal government, or a federally recognized tribe without the use of competitive quotes or bids upon terms and conditions as may be mutually agreed. RCW 39.33.010.

H. Computer and Telecommunications. A competitive negotiation process, as an alternative to competitive bidding, may be used for computer and telecommunications equipment, software, and services pursuant to chapter 39.04. RCW.

I. **Exemptions.** Competitive bidding requirements may be waived in the following circumstances:

- 1. purchases that are clearly and legitimately limited to a single source of supply;
- 2. purchases involving special facilities or market conditions;
- 3. purchases in the event of an emergency;
- 4. purchases of insurance or bonds;
- 5. public works in the event of an emergency;
- 6. auctions where a items can be obtained at a competitive price;
- 7. when no responsive bids or quotes are received;
- 8. surplus property; and
- 9. interlocal agreements (piggybacking).

J. **Purchasing Code of Ethics.** To instill public confidence in the award of public contracts and the expenditure of public funds, the City adopts the following code of ethics regarding public contracting:

- 1. Actions of City employees shall be impartial and fair;
- 2. City decisions and policies shall be made in compliance with required procedures and within the proper channels of government structure;
- 3. Public employment shall not be used for personal gain, and City employees shall not solicit, accept, or agree to accept any gratuity for themselves, their families, or others that would or could result in personal gain; and
- 4. Purchasing decisions shall be made impartially, based upon the City's specifications for the contract and the responses of those bidding on the contract.

K. **Additional procedures.** The Administration shall adopt additional procedures as necessary to carry out the policies adopted herein including formal competitive bid procedures for use with Public Works and other contracts to ensure a consistent and fair process.

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 _____ day of _____, 2024.

APPROVED:

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 24-1956

RESOLUTION NO. 617**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ESTABLISHING PURCHASING AND ACQUISITION PROCEDURES FOR THE CITY.**

WHEREAS, the establishment of purchasing and acquisition procedures for the City of Lake Forest Park is in the City's best interest; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, RESOLVES

PART I. PURCHASES.**Section 1. Purchase of supplies, equipment, materials and services - Generally.**

Purchases by the city of supplies, equipment, materials and services shall be made as provided herein; provided nothing herein shall be construed to prohibit City participation in cooperative purchasing agreements with other municipalities.

Section 2. Purchases - \$7,500 or less.

Supplies, materials, equipment, or services with a reasonably expected to cost \$7,500 or less may be purchased without formal or informal bidding; provided that City staff will strive to obtain the lowest practical price for such goods or services.

Section 3. Purchases - More than \$7,500 to \$15,000.

A. Purchases for \$7,501 to \$15,000 -- Informal Bidding. Supplies, materials, equipment, or services with a reasonably expected to cost more than \$7,500 but less than \$15,000, may be purchased without a formal call for bids as provided in this subsection.

1. The city shall establish vendor lists for the award of contracts for the purchase of materials, equipment, supplies, or services with an estimated cost of more than \$7,500 and less than \$15,000. ~~At least twice each year~~ As required by law, the city clerk shall cause a notice of the existence of the vendor lists to be published in a newspaper of general circulation within the city. The notice shall solicit the names of vendors for the lists.

2. The finance director shall secure telephone or written quotations from at least three different vendors whenever possible. The purchase contracts shall be awarded to the lowest responsible bidder. Whenever used in this resolution the term "director" shall include the director's designee.

3. Immediately after the award of the purchase contract is made, the bid quotations obtained shall be recorded and open to public inspection and shall be available by telephone inquiry.

4. The city clerk shall post at city hall a list of the contracts awarded using the vendor lists at least once every two months. The list shall contain the names of vendors awarded contracts, the amount of the contracts, a brief description of the items purchased under the contracts, the dates that the contracts were awarded, and the location where the bid quotations for the contracts are available for public inspection.

B. Purchases for more than \$15,000.00 -- Formal Bids. Supplies, material, equipment, or services with a reasonably expected to cost more than \$15,000.00 shall be purchased through a formal call for bids as follows:

1. Staff will prepare bid specifications or requests for proposals for the goods or services to be purchased.

2. A call for sealed bids or request for proposals will be published in a newspaper of general circulation throughout the city not less than one week prior to the date fixed for opening.

3. The call for sealed bids or request for proposals will be posted in the same manner as ordinances. The notice shall include a description of the goods or services desired.

4. Bid proposals will be opened on the date and time, and at the place as specified in the specifications or public notices.

5. Staff will prepare tabulation sheets and either recommend an award to the lowest responsible bidder, who meets the terms of the specifications, conditions and qualifications or recommend the rejection of any or all bids.

6. The city council shall review the bid proposals, related materials and the recommendation of the staff, and may award the contract to the lowest responsible bidder.

7. The city may upon review of the materials and recommendations of staff reject any or all bids and make a further call for bids.

8. If bids are not received on the first call, the city may choose either to make a second call for bids or to negotiate directly with any prospective service or supply provider.

Section 4. Purchase by government contract.

A. Whenever the city has contracted with the state or any other municipality, special purpose district, or other political subdivision for the other entity to conduct the formal bidding process for the acquisition of any supplies, materials, equipment, or services, the city may purchase directly from the lowest responsible bidder as determined by the other entity.

- B. Purchases in excess of \$15,000 require prior authorization by the city council.

PART II. PUBLIC WORKS.

Section 5. Public Works -- Generally

Contracts for public works as defined in RCW 39.04.010 shall be awarded by competitive bid section 9, unless, in appropriate cases, the city elects to proceed according to either the informal bid or small works roster processes provided for herein.

Section 6. Public works - \$30,000.00 or less - Informal bidding.

A. The city may construct public works by contract or day labor, without calling for bids, whenever the estimated cost of the work or improvement, including cost of materials, supplies and equipment will not exceed the sum of: (1) \$30,000 if more than one craft or trade is involved with the public works, or (2) \$20,000 if a single craft or trade is involved with the public works. The term "public works project" means a complete project. Division of the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project is not permitted.

- B. A contract shall be awarded under this section according to the following procedure:

1. Staff shall obtain from three or more contractors written quotes of the estimated cost of the public works and maintain those quotes in the records, together with specifications or plans.

2. If less than three quotes are obtained because of factors beyond the control of the city, an explanation of those factors, the quotes and the specifications and/or plans for public works shall be maintained in city records.

3. Quotes shall be presented to the director of public services for evaluation and determination of the lowest responsible bidder.

4. After evaluation and recommendation by the director of public services, the city council may accept the bid submitted by the lowest responsible bidder.

5. In addition, the city may use its own public works force to complete the public works necessary without the necessity of informal bidding.

Section 7. Public works - Small works roster -- Contracts \$100,000 maximum.

A. A small works roster, consisting of all responsible, licensed contractors requesting to be on the roster, shall be established by the director or public services for award of public works contracts not to exceed \$100,000.

B. ~~At least twice each year~~ As required by law, the director of public services shall cause notice of the existence of the small works roster to be published in a newspaper of general circulation within the city. The notice shall solicit the names of the contractors for the small works roster.

Section 8. Public works - Small works roster procedure.

The city may award a contract for \$100,000 or less off of the small works roster using the following procedure:

A. The director of public services shall secure telephone or written quotations, or both, from the appropriate contractors on the roster. Whenever possible, the city shall invite at least five contractors to submit quotations, including, whenever possible, at least one otherwise qualified woman or minority contractor. The city may invite all appropriate contractors on the roster to submit quotations. Once a contractor has been afforded an opportunity to submit a quotation, that contractor shall not be offered another opportunity until all other appropriate contractors on the roster have been afforded an opportunity to submit a quotation on a contract.

B. The city's invitation for quotations shall include an estimate of the scope and nature of the work to be performed, and the materials and equipment to be furnished.

C. The city shall award the contract to the lowest responsible bidder.

D. Immediately after awarding a contract, the director of public services shall record the bid quotations obtained for the contract. The bid quotations shall be open to public inspection and available to the public by telephone inquiry.

E. The director of public services shall post a list of the contracts awarded at least once every two months. The list shall contain the names of the contractors awarded the contracts, the amount of the contracts, a brief description of the type of work performed under the contracts, the dates that the contracts were awarded, and the location where the bid quotations for the contracts are available for public inspection.

E. The city shall hereafter account and record costs of public works in excess of \$5000 that are not let by contract on the standard forms required by the state of Washington through the State Auditor under Section 4 of RCW 35.22.620.

F. The cost of a separate public works project shall be the costs of the materials, equipment, supplies, and labor on that construction project.

Section 9. Public works -- \$100,000 or more -- formal bidding.

Public works with a reasonably expected cost of \$100,000 or more shall be let by formal bid as provided herein:

A. Formal bidding procedure:

1. Staff will prepare bid specifications for completion of the public works project upon prior authorization by the city council.

2. A call for sealed bids will be published in the official newspaper, or a newspaper of general circulation most likely to bring responsive bids, once a week for two consecutive weeks prior to the date fixed for the opening of bids.

3. The call for sealed bids will be posted in the same manner as ordinances.

4. The call for bids shall contain the following:

a. Describe the nature of work;

b. State where the plans and specifications are on file;

c. State that the bids must be sealed and filed with the city before a specific date;

d. State that bids must be accompanied by bid proposal deposit which will be at least five percent of the bid in the form of a cashier's check or postal money order or surety bond made out to the city and specify that no bids will be considered without this deposit.

B. Bids will be opened on the date and time and at the place as specified in the bid specifications, requests for proposals, advertisements and public notices.

C. Staff will prepare bid tabulation sheets and either recommend an award to the lowest responsible bidder who meets the terms of the specifications, conditions and qualifications, or recommend the rejection of all bids received.

D. The city council shall review the bids, specifications and related materials and the recommendations of staff and may award the contract to the lowest responsible bidder.

E. The city council may, upon review of the materials and recommendations of staff, reject any or all bids and may make a further call for bids.

F. If bids are not received on the first call, the city may choose either to make a second call for bids or to negotiate directly with any prospective public works contractor.

PART III. ARCHITECT AND ENGINEER SERVICES.

Section 10. Retaining architectural or engineering services.

A. Once each calendar year, the city shall publish an announcement stating its projected requirements for certain categories or types of professional services. The announcement shall state

the general scope and nature of the anticipated project(s) or work and the address of the city representative who can provide further details. For purposes of this section, "professional services" shall have the meaning stated in RCW 39.80.020(5).

B. If the city requires any professional services not contained in the city's annual announcement, the city shall publish additional announcements on each occasion. An additional announcement for professional services shall be published not less than once in a newspaper not less than two weeks prior to the closing date for receipt of requests for qualifications.

C. In the procurement of professional services, the city shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data.

D. Firms responding to the city's annual announcement or any other announcement shall submit to the director of public services:

1. A proposed scope of services;
2. Performance data; and
3. A letter of interest that shall include statements regarding the availability of the firm to complete the work within the stated time period, current references, the firm's insurance coverage, and the firm's financial stability.

E. The city shall evaluate current statements of qualifications and performance data on file with the city, together with those that may be submitted by other firms regarding a proposed project, and shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternate methods of approach for furnishing the required services.

F. Following the discussions with the firms, the city shall select from those firms, based on criteria and guidelines established by the director of public services, the firm deemed to be the most highly qualified to provide the services required. The criteria and guidelines established by the director of public services shall include a plan to insure that minority and women-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for services. The level of participation by minority and women-owned firms shall be consistent with their general availability within the professional communities involved.

G. After the city has determined the firm most highly qualified to provide the services required, the city shall negotiate a contract with that firm for the services at a price which the city determines to be fair and reasonable to the city. In making its determination, the city shall take into account the estimated value of the services to be rendered, as well as the scope, complexity, and professional nature of the services. If the city is unable to negotiate a satisfactory contract with the firm selected at a price that the city determines is fair and reasonable, the city shall formally terminate negotiations with that firm, select other firms in accordance with this section, and continue in accordance with this paragraph until an agreement is reached or the city terminates the process.

H. Once a satisfactory contract has been negotiated, the city council will review and approve the contract prior to execution of the contract by the mayor.

I. The city is not required to comply with this section when the city makes a finding in accordance with any applicable code section or other law that an emergency requires the immediate execution of the work involved.

PART IV. WAIVERS AND EXEMPTIONS.

Section 11. Purchases - Waiver and exemptions.

A. In the event of an emergency such that the public interest or property of the city would suffer injury or damage by delay, the mayor may, upon declaring the existence of such emergency and reciting the facts constituting the same, waive the requirements for competitive sealed bids. The city administrator shall report, in detail, such emergency expenditures to the city council within seven days of declaring the emergency and shall submit a written determination of the basis for the emergency and for the selection of the particular contractor or vendor.

B. These requirements for purchasing or public works also may be waived by resolution of the city council declaring that the purchase or public work is either clearly and legitimately limited to a single source or supply, or the materials, supplies, equipment, or services are subject to special market conditions, and recites why this situation exists.

C. The following are exempt from the requirements of this Resolution:

1. Performance-based contracts as defined by RCW 39.35A.020(3); and.
2. The purchase of supplies, material, equipment, or services at public auctions of the United States, or its agencies, or the State of Washington, or any of its subdivisions.
3. Professional service contracts, except as provided in Section 10.

Section 12. Incorporation of Future Changes In Law.

A. Whenever in the future the legislature amends the law with respect to vendor lists or small works rosters, those amendments shall be incorporated into this resolution and the same shall be amended, without further council action, if (1) the amendment places mandatory requirements upon the City; and (2) the amendment authorizes but does not require relaxation of procedural requirements with respect to vendor lists or the small works roster.

B. Council action to amend this resolution shall be required whenever substantive changes are authorized but not required, or whenever an amendment authorizes procedural changes that increase procedural requirements.

Section 13. Repealer.

Resolution No. 559 is repealed.

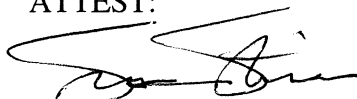
PASSED BY A MAJORITY VOTE of the members of the City of Lake Forest Park City Council this 8th day of March, 2001.

APPROVED:

A handwritten signature in black ink, appearing to read "David R. Hutchinson", written over a horizontal line.

David R. Hutchinson, Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Susan Stine", written over a horizontal line.

Susan Stine, City Clerk

RESOLUTION NO. 1399

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE
FOREST PARK, WASHINGTON, ESTABLISHING DELEGATED
AUTHORITY FOR CERTAIN TYPES OF CONTRACTS, GRANT
APPLICATIONS, AND ESTABLISHING REPORTING REQUIREMENTS.**

WHEREAS, RCW 35A.11.010 grants legislative bodies in optional municipal code cities broad power to make contracts; and

WHEREAS, the legislative body also has the authority to delegate the authority to make contracts and Interlocal agreements, and to place appropriate oversight and disclosure conditions upon the use of that authority; and

WHEREAS, the Lake Forest Park City Council has an adopted goal to streamline some of its processes to make the City organization operate more efficiently; and

WHEREAS, on March 8, 2001, the Lake Forest Park City Council adopted Resolution 617, establishing specific purchasing and acquisition procedures but did not overtly delegate the contracting authority to complete those transactions; and

WHEREAS, there are other non-purchasing types of contracts and agreements that are routine and/or regular in nature; and

WHEREAS, there are options to require reporting on uses of delegated authority to allow the City Council to perform appropriate oversight of City functions; and

WHEREAS, there are occasional City emergencies that require purchases and for which our citizens are better-served in not waiting for City Council approval; and

WHEREAS, the City Council improve efficiency in the City organization by adopting appropriate best practices for routine operational and emergency operational contracts;

NOW, THEREFORE, IT IS RESOLVED, that the City Council of the City of Lake Forest Park authorizes the administrative approval of certain contracts and applications for grants with the herein established limits and reporting requirements.

Section 1. Purchases or Acquisitions: Subject to competitive bidding requirements, authority is granted to administration/staff to execute contracts or agreements for goods, services and public works acquired pursuant to the adopted purchasing rules. Such purchases are limited to original acquisitions or renewals that are identified in the adopted budget, within the scope of services discussed in the budget document or deliberations and for purposes of carrying out the operational functions of delivering city services. Items within general or lump sum budget allocations are expected to be those items routinely and regularly acquired for those line items. The authority granted under this Section is limited to the following amounts based on the type of acquisition:

- a. Public Works: \$50,000
- b. All others: \$30,000.

Contracts or services that could reasonably be defined as carrying out policy provisions in the budget (such as for a legislative advocate or a comprehensive plan study) are required to be approved by the City Council regardless of amount.

Section 2. Emergency Contracts: From time to time, emergencies may arise that require immediate action that results in contracts that would otherwise require City Council review and approval.

- a. Public Facility and Infrastructure Emergencies: In the case of significant damage or threat to public infrastructure or public facilities that require immediate action to prevent significant future loss or threat to property or to public safety and meets the definition of "emergency" in RCW 39.04.280(3), a contract of up to \$100,000 is authorized, and all reasonable attempts will be made to follow the Small Works Roster process authorized in Resolution No. 617. In the event that a contract is entered into based on this provision, the Administration will timely notify the City Council of the event, contract and amount.
- b. Other emergencies: No special authorization at this time.

Section 3. Grant Applications: Authority is granted to the administration/staff to apply for grants that would carry out the projects or services in the adopted biennial budget or adopted capital improvement plan (CIP). If a grant requires material matching dollars beyond those included in the funded CIP or impacts an adopted city policy, the administration/staff will seek City Council approval prior to applying.

Section 4. Required Reporting: Any use of this delegated contracting authority granted in Section 1 shall be promptly reported to the City Council in the City Administrator report. If the delegated authority is an emergency contract, the administration will notify the Councilmembers within 24 hours of the emergency and will state whether an emergency meeting of the City Council is necessary. The contract will be presented for ratification at the next regularly scheduled City Council meeting. It will include a resolution pursuant to RCW 39.04.280(2)(b) that makes a written finding outlining the existence of the emergency situation.


PASSED BY A MAJORITY VOTE of the members of the City of Lake Forest Park City Council this 13th day of March, 2014 and signed into authentication this __th day of March, 2014.

APPROVED:



 Mayor

ATTEST:


 Evelyn Jahed, City Clerk



**CITY OF LAKE FOREST PARK
CITY COUNCIL
AGENDA COVER SHEET**

Meeting Date	June 27, 2024
Originating Department	Executive
Contact Person	Mayor French Phillip Hill, City Administrator Kim Adams Pratt, City Attorney
Title	Ordinance 24-1290/Traffic Safety Camera amendments

Legislative History

- First Presentation June 13, 2024, City Council Regular Meeting
- Second Presentation June 24, 2024, Committee of the Whole
- Third Presentation June 27, 2024, City Council Regular Meeting

Attachments:

1. Ordinance 24-1290 Amending Chapter 10.06 LFPMC

Executive Summary

House Bill 2384, amending statutes regarding traffic safety cameras, became effective June 6, 2024. The proposed ordinance would 1) update statutory citations in Chapter 10.06 of the Lake Forest Park Municipal Code (“LFPMC”); 2) add authority for additional types of traffic safety cameras, 3) amend the presumption that an infraction was committed so it applies to all traffic safety camera violations, and 4) include the statutory requirement regarding a fine reduction for recipients of public assistance and the Washington women, infants, and children program.

Background

These amendments are in accordance with the City Council's recent amendments to chapter 10.06, Automated Traffic Safety Cameras, LFPMC, which were adopted due to the increased traffic volumes and the resulting 12%—14% increase in traffic safety camera citations.

Fiscal & Policy Implications

While traffic citation revenue is expected to increase, revenue from repeat offenses and excessive speeds are unknown, as the intended outcome is to drastically reduce offenses in those two categories.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Approve Ordinance 24-1290 Amending ch. 10.06 LFPMC	Ch.10.06 will align with the state statutes for traffic safety cameras.
<ul style="list-style-type: none">• Do not approve Ordinance 24-1290 Amending ch. 10.06 LFPMC	The LFPMC for automated traffic safety cameras will not change.

Staff Recommendation

Approve Ordinance 24-1290 amending chapter 10.06 of the Lake Forest Park Municipal Code to align with amendments in state statute.

ORDINANCE 24-1290

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 10.06 OF THE LAKE FOREST PARK MUNICIPAL CODE, RELATED TO AUTOMATED TRAFFIC SAFETY CAMERAS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Forest Park is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and has the authority to regulate the use of City streets pursuant to RCW 35A.11.020; and

WHEREAS, the City has an interest in maintaining the safety and welfare of its citizens and to ensure City streets are monitored in a safe manner for their intended use; and

WHEREAS, this amendment to Chapter 10.06 of the Lake Forest Park Municipal Code ("LFPMC"), Automated Traffic Safety Cameras, will add types of traffic safety cameras that may be used, amend the "presumption" section of the chapter to apply to all types of traffic safety cameras in the City, and update references to state statutes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. AMENDMENT. Section 10.06.010 LFPMC, Automated traffic safety cameras – Detection of violations – Restrictions, is amended as follows:

10.06.010 Automated traffic safety cameras – Detection of violations – Restrictions

A. A City law enforcement officers and persons commissioned by the Lake Forest Park police chief are authorized to use automated traffic cameras and related automated systems to detect and record the image of: (1) stoplight violations at the intersection of two arterials; (2) school speed zone violations; (3) speed zone violations on any roadway identified in a school walk area as defined by RCW 28A.160.160; (4) speed zone violations in public park speed zone as defined in RCW 46.63.0001470(b)(ii); and (5) speed violations when the location is in an area within the city limits designated by ordinance as a zone subject to specified restrictions and penalties on racing and race attendance; (6) violations of traffic ordinances on state highways that are also classified as a city street under chapter 47.24 RCW; (7) speed violations in locations the city council has deemed high crash risk due to excessive vehicle speeds under RCW 46.63.0005(3); and (8) public transportation only lane violations. Provided, however, pictures of the vehicle and the vehicle license plate may be taken only while an

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infraction is occurring, and the picture shall not reveal the face of the driver or of any passengers in the vehicle.

...

Section 2. AMENDMENT. Section 10.06.020 LFPMC, Notice of infraction, is amended as follows:

10.06.020 Notice of Infraction.

...

E. All photographs, microphotographs or electronic images prepared under this chapter are for the exclusive use of law enforcement in the discharge of duties under this chapter and, as provided in RCW 46.63.0002(11)170(1)(f), they are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this chapter. No photograph, microphotograph or electronic image may be used for any purpose other than enforcement of violations under this chapter nor retained longer than necessary to enforce this chapter.

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Section 3. AMENDMENT. Section 10.06.030 LFPMC, Prima facie presumption, is amended as follows:

10.06.030 Prima facie presumption.

A. In a traffic infraction case involving an infraction detected through the use of an automated traffic safety camera under this chapter, proof that the particular vehicle described in the notice of traffic infraction was involved in ~~the a stoplight violation or school speed zone violation~~, together with proof that the person named in the notice of infraction was at the time of the violation the registered owner of the vehicle, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

B. This presumption may be overcome only if the registered owner, under oath, states in a written statement to the court or in testimony before the court that the vehicle involved was, at the time, stolen or in the care, custody or control of some person other than the registered owner.

Section 4. AMENDMENT. Section 10.06.050 LFPMC, Fine, is amended as follows:

10.06.50 Fine.

A. The fine for an infraction detected under authority of this chapter shall be a base monetary penalty of \$145.00;.

Ordinance 24-1290

B. Provided that the fine for an infraction detected under authority of this chapter for school speed zone cameras shall be as follows:

1. a base monetary penalty of \$145.00 for the first offense, unless B.3 applies;
2. a base monetary penalty of \$290 for repeat offenses; and
3. a base monetary penalty of \$290 for any offense in excess of 11 miles per hour over the posted school zone speed limit.

C. The base monetary fine for all infractions shall automatically be adjusted for inflation every five years, beginning January 1, 2029, based on the changes in the consumer price index as calculated by State Office of Financial Management for that time period.

D. Except as provided in this subsection, registered owners of vehicles who receive notices of infraction for automated traffic safety camera-enforced infractions and are recipients of public assistance under Title 74 RCW or participants in the Washington women, infants, and children program, and who request reduced penalties for infractions detected through the use of automated traffic safety camera violations, must be granted reduced penalty amounts of 50 percent of what would otherwise be assessed for a first automated traffic safety camera violation and for subsequent automated traffic safety camera violations issued within 21 days of issuance of the first automated traffic safety camera violation. Eligibility for medicaid under RCW 74.09.510 is not a qualifying criterion under this subsection. Registered owners of vehicles who receive notices of infraction must be provided with information on their eligibility and the opportunity to apply for a reduction in penalty amounts through the mail or internet.

Section 5. AMENDMENT. Section 10.06.060 LFPMP, Nonexclusive enforcement, is amended as follows:

10.06.060 . Nonexclusive enforcement.

Nothing in this chapter prohibits a law enforcement officer from issuing a notice of traffic infraction to a person in control of a vehicle at the time a violation occurs under RCW 46.63.03020(1)(a), (b) or (c), as amended.

Section 6. SEVERABILITY. Should any portion of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 8. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

Ordinance 24-1290

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APPROVED BY A MAJORITY of the Lake Forest Park City Council this _____ day of _____, 2024, and signed into authentication this _____ day of _____, 2024

APPROVED:

Thomas French
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted: _____
Posted: _____
Published: _____
Effective: _____

Mayor
Tom French

17425 Ballinger Way NE
Lake Forest Park, WA 98155-5556
Phone: 206-368-5440
Fax: 206-364-6521
Email: cityhall@cityofLFP.gov
www.cityofLFP.gov



Section 8, Item A.

Lorri Bodi
Tracy Furutani
Larry Goldman
Paula Goode
Jon Lebo
Semra Riddle
Ellyn Saunders

June 27, 2024

Sound Transit Board
Sound Transit
401 S. Jackson Street
Seattle, WA 98104

RE: Stride S3 Line Project

Dear Mr. Gorman, Ms. Mestas, Mr. Constantine, Mr. Somers, Mr. Upthegrove, and Ms. Balducci:

As elected representatives for the City of Lake Forest Park (LFP), we wish to thank Mr. Gorman for his March 29, 2024, response to our letter last fall describing our city's technical, environmental, and design concerns with Sound Transit's (ST's) current plans for Bus Rapid Transit on Bothell Way through our city. Our letter was a follow up to our previous requests for design and engagement improvements extending back two years. This includes public meetings in 2023 with CEO Timm attended by many hundreds of Lake Forest Park residents, where she committed to examine alternatives to a full BAT lane through LFP and improve communications with our city and community.

At the outset, and for the record, we are compelled to clarify some of the background and context described in the letter.

- **Voter Approval:** While most of our citizens voted for ST3, and our city strongly supports improved public transit, the current plans differ in many significant ways from the proposal voted on. Notably, the plans submitted to the voters did not include a northbound/eastbound BAT lane through LFP. (There are, however, existing BAT lanes northbound from 165th Street, and of course, the full length southbound in LFP, which were included and which we continue to support.)
- **Timely Comments:** Our city's formal concerns have not come at the last minute but extend back to comments made by the city at the draft 60% design stage, the first time specific details were shared with the public. At that time, we requested (in writing) a pause in project design to examine alternatives that would provide transit benefits with less adverse impacts, as well as improved community engagement.
- **Disproportionate Impacts:** Regardless of the SEPA checklist prepared in 2022 at 30% design, our city has repeatedly documented the disproportionate impacts in LFP. While 13% of the BRT project is in LFP's 1.2 miles, 55% of the costs and most of the adverse impacts are here.
- **Transit Time Benefits:** We note that the travel time improvements ST estimates of 2.3 minutes from new BAT lane components through LFP only occur from 4-6 pm weekdays northbound. Recent review of the same data and methodology shows that the estimate includes improvements outside of the LFP corridor. When that segment is removed, adjusted benefits are only 1.5 minutes at those peak hours. And even the 1.5 minutes may be overstated since it fails to include traffic from the 46 driveways (private homes,

condos, apartments, and businesses) necessarily turning into and out of the new BAT lane, an adjustment allowed by ST's methodology, but not used.

We sincerely appreciate the recent design details described in your letter, addressing LFP's retaining wall and tree ordinances, as well as the environmentally sensitive critical areas surrounding B'schetla Creek, a designated fish bearing stream that has already experienced major landslides. We also concur in shortening the bus stop at 165th Street to one bus length (incidentally, a bus stop not included in the voter-approved proposal).

Even with these modifications you describe, the project as designed remains hugely impactful on our city, already bounded by impacts from two major state highways. No other city will face such inequitable impacts. As a reminder, under the current plans:

- Our green residential corridor and city gateway will still become a concrete corridor with a nearly mile-long retaining wall that is as high as 16 feet in places.
- 110 mostly residential properties will be taken in whole or part, with 46 driveways that will necessarily turn into the proposed BAT lane, posing safety issues.
- Five acres of mature trees and shrubs (including 80 landmark trees) will still be removed, and 95,000 tons of dirt and debris will still be removed and trucked, creating heat island and greenhouse gas effects that erode city and regional climate action plans.
- Increased stormwater runoff, discharging into three fish streams, will occur from tree removal and the creation of 1.3 acres of new impervious surfaces at a time when federal and state mandates are imposing costly new restrictions on the city, especially from tires and road surfaces.

Further, changes to the intersection at 145th Street will make public transit along Bothell Way worse for LFP riders. Sound Transit busses will no longer serve this intersection at all, and the design will prevent King County Metro from serving it north/westbound. This will remove 75% of bus access from LFP's Southern Gateway neighborhood, which includes a large middle-housing development. Such a severe reduction will ripple into the future since current zoning calls for multiplexes and affordable housing in the area.

While ST staff are approaching 100% design, LFP's fundamental concerns remain unaddressed. Our continued request over the years -- which CEO Timm agreed to address in public meetings with over 450 people in attendance -- is a meaningful engagement examining design alternatives for transit improvements less impactful to the LFP environment and the community. The simplistic slide presentation using cherry-picked Google data shared recently by ST staff truly does not honor Ms. Timm's commitment in a meaningful way.

Under the circumstances, after a detailed analysis of ST data and documents and in consultation with our community, the City of Lake Forest Park is now formally proposing its own alternative design concept for BAT transit improvement through Lake Forest Park (see attached design concept).

Starting at the south end, from Bothell Way at 145th to Ballinger Way, our proposal would be:

- Retain the new full BAT lane between 145th Street and 153rd Street, as now proposed by ST.
- Eliminate the proposed BAT lane between 153rd and 165th Streets, from traffic light to traffic light.
- Retain the existing BAT lane at 165th Street, as now proposed by ST
- Add signalized lights and lane jumps at 153rd and 165th Streets, allowing busses to merge into regular lanes north of the 153rd traffic light and merge into the existing BAT lane north of the 165th traffic light

Based on recent analyses, we think this is a preferred alternative for Bothell Way in many respects. It provides virtually identical transit time benefits to those from the full BAT lane currently proposed and relies on elements of the current ST designs for both Bothell Way and 145th. It would reduce or eliminate significant property takings and adverse environmental, greenhouse gas, and stormwater impacts, including construction in the vicinity of the B'schetla Creek critical/landslide area. As a result, it likely could be constructed faster, on time and on budget compared with current plans. We see this alternative as a win-win for Lake Forest Park and Sound Transit.

Looking ahead, we appreciate the renewed communication with ST leadership and look forward to continued collaboration. We will be following up seeking meetings with each of you in the month of July. We invite you to come and see the project area with us and meet our community at your convenience.

Sincerely,

City Administrator Report

City of Lake Forest Park

Date: June 27, 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

Officers responded to a welfare check call. A female subject was walking on the bus lane (she almost got hit by several vehicles), she was speaking to herself, twitching her arms and moving her head around. Officers were able to convince her to walk on the sidewalk.

Officers responded to an unusual one-vehicle traffic accident where a large truck was on its side. The driver told the officers that he was dumping a large load of wood chips (his vehicle was at a slight angle on a steep hill) when the truck tipped over onto its side. No injuries but the driver was extremely embarrassed.

Officers found a subject on a scooter showing possible signs of being under the influence of drugs or alcohol. He refused assistance and left towards Seattle.

Several attempted theft incidents at local stores (Albertsons, Ross, Rite Aid, etc.) where the thieves changed their minds when they saw the officers. On several occasions they decided to leave their shopping carts full of merchandise inside the stores.

Officers responded to a burglary at the CBI Constantine Builders (37th Ave NE). The suspect(s) used force to enter the premises, but it appeared that nothing was missing.

Officers responded to a welfare check where a 73-year-old male with dementia left his residence on foot and was now missing. Officers found him at the bus stop, but he didn't want to go back home. The subject was transported to the Hospital for evaluation.

A few citizens called 911 stating that a semi-naked subject, possibly under the influence of narcotics and/or alcohol, was on the ground in front of the Kidney Center. He was issued a trespass warning from the Kidney Center and stated that he was just hot.

A DUI driver, who was driving at a high rate of speed on the 18400 block of Ballinger Way NE, lost control of his vehicle and hit—and almost severed—a Seattle City Light pole. The driver was arrested, and Seattle City Light sent a maintenance crew for evaluation.

A mentally ill person (missing person with disabilities out of Seattle) created “some sort of disturbance” at the 16000 block of Bothell Way NE. He drove to somebody's house, parked on their driveway, and stated that the house belonged to his grandfather that had passed away. Patrol officers talked to him and provided resources.

Officers on proactive patrol recognized a person of interest from a domestic violence incident that had occurred early in the day in Shoreline. The subject was detained, and Shoreline deputies arrived and took over the investigation.

At approx. 4:00 am, one of our night shift officers noticed a vehicle going northbound on Bothell Way NE with no lights. The officer initiated a traffic stop and realized that the driver was under the influence of alcohol. The DUI investigation was more challenging than usual due to the fact that the driver spoke only Spanish and did not have any kind of valid ID.

24 Hour Traffic Safety Cameras Along NE 178th Street

Effective June 3, 2024, the school zone cameras at Brookside Elementary along NE 178th Street converted to speed cameras operating 24 hours a day. School zone times will continue to issue tickets for speeding over 20 mph, while outside of school zone times the cameras will enforce the posted 25 mph speed limit.

This decision was made to enhance the safety of our community, particularly for our children, pedestrians, and drivers. There is a 30-day warning period from June 3 to July 2, during which warnings will be issued to drivers who exceed the posted speed limits. This grace period is intended to give drivers ample time to adjust to the new enforcement policy.

Starting July 3, 2024, tickets will be issued to drivers who exceed the speed limit in this zone. Residents and visitors are urged to adhere to the posted speed limits to ensure the safety of everyone in our community.

Officers have already processed thousands of speed infractions and sent out warnings to the violators. As the system and processing improve, the data will be reviewed to determine if the city police staff have the resources to manage ticket processing effectively.

II. Internal City Information

III. Council Information

Community Development Department

A. Public Open House for Comprehensive Plan Periodic Update

The City of Lake Forest Park's decennial Comprehensive Plan periodic update is well under way, now into its second year. The active update effort is required by state law to address recent legislative changes, new King County [Countywide Planning Policies](#) (CPPs), and the Puget Sound Regional Council's (PSRC) [VISION 2050](#). Collectively, there are new requirements and policies that change the ways we plan for housing, address the needs of vulnerable residents, and incorporate climate planning. As a member of the Lake Forest Park community, we value your insight and ideas about the city. The city is holding a public open house to be hosted by the City's Planning Commission and held at Third Place Commons from **4pm to 7pm on Tuesday, July 16, 2024**. The open house is an informal setting to learn about the update, ask questions, and give feedback to the Commissioners as a check in at this point in the process. The Commission has reviewed the existing goals and policies in the adopted 2015 Comprehensive Plan and made draft amendments to each element. Before the Commission holds a noticed public hearing and makes a recommendation to the City Council, the open house is an opportunity to update and check in with the community on this important effort.

B. Community Survey - The community survey for the 2024 periodic update of the Comprehensive Plan was available from March 27 to its closing at end of day Wednesday, April 17. SCJ Alliance will finalize the data and create a summary report for complete release the week of June 24. The survey opportunity was publicly noticed with wide distribution, including a city-wide postcard mailing. A total of 932 people participated in the survey. Community members were highly encouraged to participate and indicate what does or does not reflect their impressions of Lake Forest Park and hopes for the city's future. The participation, insight, and ideas about the city from the Lake Forest Park community are highly valued and respected. The winner of the gift card award (\$500 gift card to Local 104 for dining) was selected via a random number generator at the regular meeting of the Planning Commission on May 14 and was hugely appreciative of the thoughtful gift to a local establishment. A big "Thank you!" to all who participated.

C. Comprehensive Plan Periodic Update - The periodic update effort continues with the Economic Development Element and the Parks, Trails, & Open Space Element in focus with the

Planning Commission for June. Additionally in June, amendment recommendations from the Tree Board and the Parks & Recreation Advisory Board will be finalized and forwarded to the Planning Commission for inclusion. The numerous added special meetings of the Planning Commission concluded on Thursday, June 6 and each proved effective on focusing the discussion with consultant SCJ Alliance during the regular meetings that follow. The Commission was briefed on remaining public participation program items, including an open house and a public hearing, before a recommendation is made on the amendments to the City Council this Summer. The Commission will next discuss the opportunity and availability for an open house to be held in July for feedback on the draft, followed by a final draft document, a public hearing and a recommendation to forward to City Council.

Police In-Service Training

This month, officers completed their 2nd Quarter In-Service Training at Shoreline Fire Station 51. This comprehensive training included sessions on Defensive Tactics, Force on Force, Critical Lifesaving Skills, and De-Escalation training. The training involved various physical movements such as fast walking, transitioning between positions, and practicing kneeling and prone stances. First Aid and Tactical Medical response was integrated into the training sessions. Participants also engaged in scenarios simulating work around vehicle components and continued their education on pain compliance techniques.



IV. Response to Citizen and Council Comments

V. Contract Reporting

No new contracts to report.

VI. Legislative Update

VII. Community Events

VIII. Upcoming City Sponsored Events

IX. Meetings Calendar

[Climate Action Committee Meeting \(hybrid meeting\)](#)

July 2, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Tree Board Meeting \(hybrid meeting\)](#)

July 3, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[Planning Commission Meeting \(hybrid meeting\)](#)

July 9, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[City Council Work Session \(hybrid meeting\)](#)

July 11, 2024, 6:00 PM - 7:00 PM City Hall and via Zoom

[More Details](#)

[City Council Regular Meeting \(hybrid meeting\)](#)

July 11, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[North King County Coalition on Homelessness](#)

July 18, 2024, 1:00 PM - 2:30 PM

[More Details](#)

[City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)

July 18, 2024, 6:00 PM - 7:30 PM City Hall and via Zoom

[More Details](#)

[City Council Committee of the Whole Meeting \(hybrid meeting\)](#)

July 22, 2024, 6:00 PM - 7:30 PM City Hall and via Zoom

[More Details](#)

[Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)

July 23, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)

[City Council Regular Meeting \(hybrid meeting\)](#)

July 25, 2024, 7:00 PM - 9:00 PM City Hall and via Zoom

[More Details](#)