

CITY OF LAKE FOREST PARK CITY COUNCIL COMMITTEE OF THE WHOLE MEETING

Monday, June 24, 2024 at 6:00 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/81709380902
Call into Webinar: 253-215-8782 | Webinar ID: 817 0938 0902

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 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.

<u>AGENDA</u>

1. CALL TO ORDER

2. PUBLIC COMMENTS

The Committee is not 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 Deputy Mayor or presiding officer 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.**

3. DISCUSSION ITEMS

- 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 24-1290/Traffic Safety Camera amendments
- C. Presentation from CORE (Citizens Organized to Rethink Expansion) regarding analysis of the Sound Transit Bus Rapid Transit project along State Route 522.

4. ADJOURN

FUTURE SCHEDULE

- Thursday, June 27, 2024, 7:00 p.m. City Council Regular Meeting; hybrid meeting (City Hall and Zoom)
- 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)*

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 AGENDA COVER SHEET

Meeting Date June 24, 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:

- 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 and the following years to complete the Lakefront Park Project was submitted to Finance and the City Administrator on May 9, 2024, for the upcoming budget amendment. The City has also saved the 2022 and 2023 King County Parks, Recreation, Open Space, and Trails Levy annual dollar allocation of \$288,084, which can help fund the 2024 remaining needs of \$570,000 to continue the Lakefront project into Phase 2 this year.

Alternatives

Options	Results
 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
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.

<u>Section 2. CORRECTIONS.</u> 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

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 mad	e and entered	d into by and bet	ween the	CITY OF LA	KE FORE	ST PARK,
a Washington municipal	corporation	(the "City"), and	d Facet ((the "Consult	tant"), a V	/ashington
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. 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, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.
- B. Consultant shall be paid in such amounts and in such manner as described in Exhibits A.
- C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

- A. Not more than once every thirty days the Consultant shall send electronically to Cory Roche, Environmental and Sustainability Specialist croche@cityoflfp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.
- **4. Work Product.** The 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 voice, 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
	Ву
By: Tom French, Mayor	Typed/Printed Name:
Date	lts
Date	Date:
ATTEST:	

Section 3, ItemA.

Matthew McLean, City Clerk Date:	
APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney	
Date:	



Scope of Work

Facet | 2303.0834.02 May 28, 2024

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

Scope of Work

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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.



Scope of 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.



Scope of Work

Facet | 2303.0834.02 May 28, 2024

- Task 1 Project Management
- Task 2 Stakeholder Engagement
- Task 3 Design Services
 - o 50% PS&E
 - o 70% PS&E
 - o 100% PS&E
 - o 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 inperson 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

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)



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

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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 probably 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 permittable and



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

- Zoning Conditional Use Permit (ZCUP). LFPMC 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 LFPMC 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:
 - o The Biological Evaluation to document compliance with the Endangered Species Act.
 - o The Cultural Resources Report to document compliance with Section 106 requirements.
 - The Critical Areas Study and/or JARPA to document compliance with wetland and inwater 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 credentialling 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 Project administration, including subconsultant coordination. Biweekly meetings Monthly tracking and reporting 	\$ 81,494
Task 2: Stakeholder Engagement Engagement Website Community Event Support Direct Engagement Support Official Meetings Community Workshops	\$ 71,932
Task 3: Design Services 50% PS%E and Site Assessments 70% PS%E and TIR/Drainage Report 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 Local permitting State permitting Federal permitting Utility coordination	\$ 101,181
Task 5: Bid Support Coordination 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 USGBC Sustainable SITES Initiative USGBC LEED for New Buildings USGBC LEED for Existing Buildings Salmon Safe Certification 	\$ 76,505
Phase 2 Fee Total	\$ 1,109,805
(Labor, Expenses, Reserves, and Add Services)	
Fee Breakdown:	
Base Fee (Labor and expenses)	\$ 934,687
Reserve Fees (May be required by project conditions)	\$ 98,613
Additional Services Fees (Optional services)	\$ 76,505



Lake Forest Park Lakefront Improvements / Phase 2: Design Development to Bid Support BASIS OF FEE ESTIMATE / Anticipated Breakdown of Labor Hours and Rates																							
evised 5/24/2024			Prim	ie Consultant	t (Facet)													Subcor	nsultants				Section 3, ItemA
	Facet La	andscape	Fa	cet Current Pla	anning	Facet	Marine		Facet Civil		Face	et Structural	,					1	•				
iity of Lake Forest Park / akefront Improvement Project PHASE 2 <i>No. 2303.0384.02)</i>	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 Enginer, Principal-in-Charge	Civil Engineer Tech 7	Civil Engineer 4	Senior Strutcural Engineer, Principal-in-Charge Engineer, Strutcural 5	Engineer, Structural 2	Strutcural Engineer Tech 5	inses	Prime Consultant Fees	itecture / APPENDIX A iston Architects, inc. Bldg Mech and bing Sub)	sportation Engineering / APPENDIX sportation Solutions, Inc.)	technical Engineering / APPENDIX E A Geoxciences)	rical Engineering / APPENDIX F	ura Resources / APPENDIX C I Affiliates)	Estimation / APPENDIX D V Cost Management)	Subconsultant Fees	Team Totals
ask # Task Title	\$198.00 \$172.00	\$139.00 \$126	26.00 \$250.00	0 \$174.00	\$151.00	\$249.00 \$18	3.00 \$140.0	\$312.00	\$193.00	\$165.00	\$312.00 \$218.0	00 \$140.00	\$151.00	Expe		Arch (John Plum	Tran B (Tran	Geot (HW/	Elect (Elco	Cultu (ASM	Cost (DCW		
Project Management Update Project Management Plan	4				1										\$ 50,982.00 \$ 792.00	\$ 10,000.00	\$ 6,582.00	\$ 11,930.00	\$ 2,000.00	\$ - \$	- \$ \$	30,512.00	\$ 81,494.00 \$ 792.00
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
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
4 Biweekly mtgs w/ LFP PM (x36 @ 1 hr ea) Mileage Expenses (@ 2023 federal rate of 467/mi, assumes roundtrip travel from local	36 4							4						e	\$ 9,064.00						\$	- 5	\$ 9,064.00
office) 6 Printing/Reproduction/Plotting Expenses														\$ -	÷ -						÷	- 1	-
Stakeholder Engagement														Ţ.	\$ 51,516.00	\$ 15,000.00	\$ 5,416.00	\$ -	\$ -	\$ - \$	- \$	20,416.00	\$ 71,932.00
1 Update Stakeholder Engagement Plan 2 Engagement Website (2 hr maint/mo x18mo)	2	3	36												\$ 396.00 \$ 4,536.00						\$	- 5	\$ 396.00 \$ 4,536.00
3 Direct Engagement Mtgs (16 hrs total)	16														\$ 3,168.00						\$	- 9	\$ 3,168.00
4 Community Event Support (12 hrs total)	12														\$ 2,376.00		\$ 3,308.00				\$	3,308.00	\$ 5,684.00
Community Charrettes (x2, inc prep) Official Mtgs w/ CC 4/yr x18mo (Assume 6 mtgs @ 8 hrs/mtg for prep, travel, attendance,	24 24 48 24	32 4	1												\$ 13,832.00 \$ 13,759.00	\$ 10,000.00	\$ 2,108.00				\$	12,108.00	\$ 25,940.00
and follow up memo) Official Mtgs w/ PRAB x 4/yr x18mo (Assume 6 mtgs @ 6 hrs/mtg for prep, travel,			1							-					\$ 13,758.00	\$ 2,500.00					\$	2,500.00	\$ 16,258.00
attendance, and follow up memo)	36 18	1	1												\$ 10,350.00	\$ 2,500.00					\$	2,500.00	\$ 12,850.00
Mileage Expenses (@ 2023 federal rate of ¢67/mi, assumes roundtrip travel from local office)														\$ 350.00	\$ -						\$	- \$	<i>,</i> -
8 Website Expenses (includes hosting, domain fees) x 2yrs														\$ 600.00 \$ 2,500.00	\$ 600.00 \$ 2,500.00						\$	- 5	\$ 600.00
9 Printing/Reproduction/Plotting Expenses Design Services														\$ 2,500.00	\$ 2,500.00 \$ 428,708.00	\$ 156,500.00	\$ 41,622.00	\$ 114,493.00	\$ 30,550.00	\$ 9,800.00 \$	10,850.00 \$	321,815.00	\$ 2,500.00 \$ 750,523.00
.1 50% PS&E and Site Assessments	16 40	80 8	8			32 6	54 192	8	80	40					\$ 93,272.00	\$ 22,000.00	\$ 12,204.00			\$ 9,800.00	\$	121,796.00	\$ 215,068.00
3.1A RESERVE SERVICE: Geotechnical PIT test 70% PS&E and TIR/Drainage Report	16 60	88 1	16					14	80	60	13 64	40	40		\$ - \$ 87,092.00	\$ 27,000.00	\$ 14,835.00	\$ 36,701.00	\$ 11,550.00	\$	5,250.00 \$	36,701.00 S	\$ 36,701.00 \$ 145,727.00
3.2A RESERVE SERVICE: Structural Reinforcement / Piling Foundation Design 70%	24 60	80 1	16			32 5	56 120	4	60	20	10 40 18 88		20 80		\$ 17,660.00 \$ 144,232.00	\$ 55,000.00	\$ 8,454.00		\$ 9,500.00	¢	\$ 5,600.00 \$	- 9 78,554.00	\$ 17,660.00 \$ 222,786.00
.3 100% PS&E, inc. structural calcs 3.3A Architecture Mech and Plumbing	24 60	60 I	10			32 3	120	4	60	20					\$ -	\$ 42,000.00	\$ 6,434.00		\$ 9,500.00	3	3,000.00 \$	76,554.00	
3.3B RESERVE SERVICE: Structural Reinforcement / Piling Foundation Design 100% 4 IFC / Bid Set PS&E	16 32	40 8	8			8 1	16 48	2	40	12	10 40		80		\$ 40,720.00 \$ 41,900.00	\$ 10.000.00	\$ 6.129.00		\$ 9,500,00		\$	25,629.00	\$ 40,720.00 \$ 67,529.00
3.4A RESERVE SERVICE: Structural Reinforcement / Piling Foundation Design IFC/Bid	10 52	40					40	-	40	12	2 8		4		\$ 3,532.00	10,000.00	0,123.00		3,300.00		\$	- 9	\$ 3,532.00
Mileage Expenses (@ 2023 federal rate of 467/mi, assumes roundtrip travel from local													1										
office)														\$ 100.00	\$ 100.00	* F00.00					\$	- 3	\$ 100.00
6 Printing/Reproduction/Plotting Expenses Environmental Documentation & Permitting														\$ 200.00	\$ 200.00 \$ 89,201.00	\$ 500.00 \$ 11,000.00	\$ -	\$ -	\$ 980.00	\$ - \$	- \$	500.00 S	\$ 700.00 \$ 101,181.00
.1 Local / City permitting 4.1.1 Zoning CUP	2 2		4	16											\$ 740.00 \$ 3,784.00						\$	- 9	\$ 740.00 \$ 3,784.00
4.1.2 Shoreline CUP 4.1.3 PAUF			4	_											\$ 3,784.00 \$ 3,784.00						\$	- !	\$ 3,784.00
4.1.4 Critical Areas Study			4	12	24										\$ 6,712.00						\$	- :	\$ 3,784.00 \$ 6,712.00
4.1.5 SEPA 4.1.6 Arborist Report/Tree Permit		2	2		30										\$ 2,588.00 \$ 6,700.00						\$	- :	\$ 2,588.00 \$ 6,700.00
4.1.7 Critical Areas Work Permit 4.1.8 Hearing Examiner	6	2	2												\$ 2,518.00 \$ 3,732.00	\$ 1,000.00					\$	1,000.00	\$ 2,518.00 \$ 4,732.00
4.1.9 Building/Grading Permit		2	4												\$ 4,758.00	\$ 10,000.00					\$	10,000.00	\$ 14,758.00
.2 State Permitting 4.2.1 Dept. of Ecology - Shoreline CUP	1 1		4	8											\$ 370.00 \$ 2,392.00						\$	- 5	\$ 370.00 \$ 2,392.00
4.2.2 Dept. of Ecology - Section 401 4.2.3 Dept. of Fish & Wildlife - HPA	4		4												\$ 2,740.00 \$ 5,272.00						\$	- :	\$ 2,740.00 \$ 5,272.00
.3 Federal Permitting	1 1	2													\$ 370.00 \$ 4,201.00						\$	- 9	\$ 370.00
4.3.2 Biological Evaluation		3	4	10	32										\$ 7,572.00						\$	- 1	\$ 4,201.00 \$ 7,572.00
4.3.3 NEPA 4 Rresponse to Comments			16 6		6					-			+		\$ 15,136.00 \$ 5,538.00						\$	- :	\$ 15,136.00 \$ 5,538.00
5 Utility Coord & Permitting	8							8		12					\$ 6,060.00				\$ 980.00		\$	980.00	\$ 7,040.00
Mileage Expenses (@ 2023 federal rate of 467/mi, assumes roundtrip travel from local office)														\$ 250.00	\$ 250.00						\$	- 5	\$ 250.00
7 Printing/Reproduction/Plotting Expenses Bid Support														\$ 200.00	\$ 200.00 \$ 16,692.00	\$ 9,500.00	\$ 978.00	\$ -	\$ 1,000.00	\$ - \$	- \$	11,478.00	\$ 200.00 \$ 28,170.00
.1 Format to bid announcement .2 Review and assist with bid addenda	2 4 16	4						2		8					\$ 952.00 \$ 5,488.00						\$	- 5	\$ 952.00 \$ 5,488.00
3 Prebid mtg and bid opening	8 4						4			4					\$ 3,664.00						\$	- !	\$ 3,664.00
4 RFI response and tracking Mileage Expenses (@ 2023 federal rate of 467/mi, assumes roundtrip travel from local	4 8					2 .	4 8	2		4	2				\$ 6,238.00	\$ 9,500.00	\$ 978.00		\$ 1,000.00		\$	11,478.00	\$ 17,716.00
office)														\$ 100.00	\$ 100.00						\$	- \$	\$ 100.00
6 Printing/Reproduction/Plotting Expenses ADD SERVICE: Sustainability Credential Support														\$ 250.00	\$ 250.00 \$ 41,349.00	\$ 26,750.00	\$ 5,436.00	\$ -	\$ 2,970.00	\$ - \$	<u> </u>	35,156.00	\$ 250.00 \$ 76,505.00
Team sustainability meeting (monthly for SITES/LEED x18 @ 1 hr ea, all disciplines; can be reduced to quarterly if Salmon Safe only)	18 18			9			9	18			9				\$ 17,451.00	\$ 4,250.00	\$ 5,436.00		\$ 2,970.00		\$	12,656.00	\$ 30,107.00
2(a) USGBC Sustainable SITES (site work disciplines)	18						4	18							\$ 9,444.00						\$	- !	\$ 9,444.00
2(b) N/C - USGBC Sustainable SITES, Est. Program Fees: \$8,000 3(a) USGBC LEED for new and existing buildings (building disciplines)	18						4	4			9			\$ -	\$ - \$ 7,038.00	\$ 22,000.00					\$	- \$ 22,000.00	\$ - \$ 29,038.00
3(b) NIC - USGBC LEED for new and existing buildings, Est. Program Fees: \$6,700													1	\$ -	\$ -						\$	- \$	-
4(a) Salmon-Safe (site work disciplines) 4(b) NIC - Salmon-Safe, Est. Program fees (estimated): \$12,000	4 24							8						\$ -	\$ 7,416.00 \$ -	\$ 500.00					\$	500.00	\$ 7,916.00 \$ -
	120 100	351 9	90 76	271	92	76 10	63 368	104	260	196	55 268	392	232	\$ 4,550.00	\$ 678,448.00	\$ 228,750.00	\$ 60,034.00	\$ 126,423.00	\$ 37,500.00	\$ 9,800.00 \$	10,850.00 \$	431,357.00	\$ 1,109,805.00
Anticipated Labor Hours by Staff Role		+ PM & Outreach		cet Current Pla				104	200	130		et Structural	232	\$ 4,550.00	\$ 070,440.00	,	,	\$ 120, 125.00		\$ 5,000.00	10,030.00	431,337.00	,,

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)



Architecture, inc. Bldg Mech and Plumbing

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

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:

2026 Project duration will be 18 months (roughly July 2024 through January 2025) 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, 202
ТЕМ	PROPOS	ED		COMMENTS
ARCHITECTURAL BASIC SERVICES				
Project Management		000		
Stakeholder Engagement	\$ 15,	000		
Design Service	<u>.</u>			
50%		000		
70%		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 mts
OTAL ARCHITECTURE	\$ 159,	500	\$	-
REIMBURSABLES	\$	500	\$	_
REIMBURSABLES	.	300	3	-
ENGINEERING AND SUB-CONSULTANTS				
	PROPOS	_{ED}		COMMENTS
Engineering included under the architectural contract except where noted:				COMMENTO
ingineering included under the distinctural contract except where noted.				
Mechanical Electrical Plumbing	\$ 42,	200		
Mechanical Electrical Flumbing	Φ 42,	000		
TOTAL FAICING FRING AND CUR CONCULTANTS	¢ 40.	200	•	
TOTAL ENGINEERING AND SUB-CONSULTANTS	\$ 42,	000	\$	-
REIMBURSABLES	\$	-	\$	-
GRAND TOTAL: ARCHITECTURAL, REIMBURSABLES & ENGINEERIN	NG \$ 202,	000		
ADD SEDVICES, LEED				
ADD SERVICES: LEED				
Manualeli, Manuale		050		10 Maskings
Monthly Meetings		250		18 Meetings
LEED For New Buildings		000		Restrooms and Pavilion
LEED for Existing Buildings		000		House and Cabin
Salmon Safe	\$	500		1 Site Visit
OTAL LEED ARCHITECTURE	1			
OTAL LEED ADCUITECTUDE	\$ 26,	760 I	1	



Traffic and Transportation Scope of Services

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.

Traffic / Parking Studies

- **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 *



• Traffic Operations Analysis. Evaluate existing baseline and future traffic conditions without and with the park at year of opening. Compare the traffic operations results against City of Lake Forest standards and provide recommendations to mitigate deficiencies, if any. The operations analysis will include a review of vehicle queueing at Beach Front Drive / LFP Park and on Ballinger Way NE between Bothell Way NE and Beach Front Drive and signal timing at Bothell Way NE / Ballinger Way NE.

- 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	\$225	\$124	\$187	\$175		
		Sr. Engr.	Sr. Engr.	Staff Engr.	Sr. Design	Admin.	Direct	Total
		Kirk	Jeff	Daniel	Mike	Jill	Cost *	Estimate
	Traffic Study							
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
	Channelization Design							
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
	Plan Presentation							
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
	Sustainability Support							
Task 6	Prep for Mtgs (beyond design)							\$0
Task 6	Meeting Attendence	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
				1	1		1	
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

Section 3, ItemA.



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:

ESTIMATED HWA LABOR:					2024 BILL	ING RATES				
WORK TASKS	Principal IX	Geotech. Eng. VII	Geotech. Eng. IV	Hydrogeologist IV	Geologist III	CAD	Contracts Administrator	Administrative Support	TOTAL	TOTAL
DESCRIPTION	\$345.00	\$290.00	\$180.00	\$190.00	\$145.00	\$155.00	\$165.00	\$120.00	HOURS	AMOUNT
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:

	Est. No.	Unit	Total
Test	Tests	Cost	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 TESTIN	G TOTAL:	\$5,900

PROJECT TOTALS AND SUMMARY:		
Geotechnical Services	\$89,722	IBASE FEE
Pilot Infiltration Testing (optional)	\$36,701	
GRAND TOTAL:	\$126,423	

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

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:

		2024 BILLING RATES								
WORK TASKS	Principal IX	Geotech. Eng. VII	Geotech. Eng. IV	Hydrogeologist IV	Geologist III	CAD	Contracts Administrator	Administrative Support	TOTAL	TOTAL
DESCRIPTION	\$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 (21/2 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	1					7	\$1,700
TOTAL LABOR CHARGES:	12	5	17	9	29	0	0	2	74	\$14,805

LABORATORY TESTING SUMMARY:

	Est. No.	Unit	Total
Test	Tests	Cost	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 TESTIN	G TOTAL:	\$1,746

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

RESERVE FEE

ESTIM A	TEDI	DIRECT	EXPENSES:	

ESTIMATIES STREET EASEST	
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

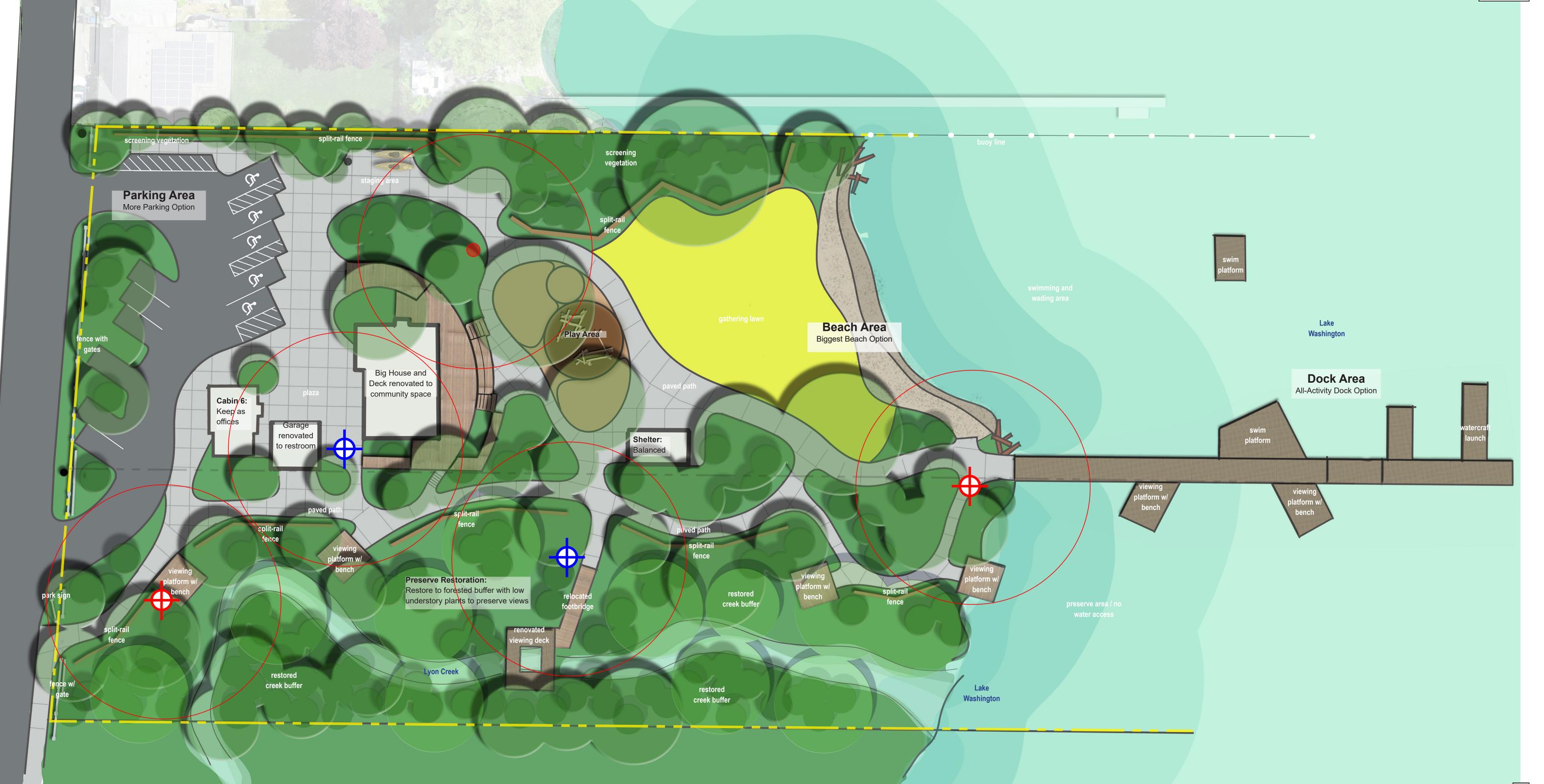
ESTIMATED SUBCONSULTANT COSTS:

ESTIMATED SEDECTION 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

TASK TOTALS AND SUMMARY:

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

RESERVE FEE



ELCON ASSOCIATES, INC.

ENGINEERS—CONSULTANTS

16300 Christensen Rd, Suite 330 Seattle, Washington 98188

> Phone: 206.243.5022 www.elcon.com

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)

Page 1 of 3

- 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
- 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

ELCON ASSOCIATES, INC. Estimate for Engineering Services Project: City of Lake Forest Park Client No: Lakefront Improvements Elcon No: 7030 - S2303O Phase: Phase 2 - Electrical/Lighting Design Revision: April 25, 2024 Budgeted Labor By Category in Manhours ENGINEERING SERVICES Project . Manager CADD Principal Clerica 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. Coordination with SCL personnel Task 3 – Design Services: 70% PS&E 1. Attend online coordination meeting (1 mtg) 2. Prepare load calculations 4 3. Prepare 70% Drawings a. Legend, Abbreviations & Gen. Notes 1 2 b. Overall Site Plan 4 4 8 c. One-Line Diagram 6 6 13 d. Lighting Plan 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 100% PS&E 1. Respond to City's 70% review comments 2 1 2. Attend online coordination meeting (1 mtg) 1 1 3. Prepare 100% Drawings a. Legend, Abbreviations & Gen. Notes 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 13 f. Lighting Schedule/Details/Controls 8 16 g. Panelboard Schedule 4 8 4. Estimate of Probable Construction Costs 6 6 5. Develop electrical/lighting Specifications 6 2 8 6. QC Review IFC / Bid Set PS&E 1. Respond to City's 100% review comments 2 2. Attend online coordination meeting (1 mtg) 1 1 3. Prepare Bid Set Drawings a. Legend, Abbreviations & Gen. Notes 2 1 b. Overall Site Plan 2 2 4 c. Enlarged Electrical Plan 2 2 4 d. One-Line Diagram 2 2 5 e. Lighting Plan 2 5 f. Lighting Schedule/Details/Controls 4 8 g. Panelboard Schedule 4 8 4. Estimate of probable construction costs 4 5. Finalize electrical/lighting specifications 4 2 6 6. QC Review Task 5 – Bid Support: 1. Respond to Bidders' questions 4 4 2. Attend online coordination meeting (1 mtg) 1 Total Labor Hours: 89 79 239 \$165.00 \$125.00 \$100.00 Labor Rate: Standard Rate \$235.00 \$110.00 Total Labor Cost \$6.815 \$14,685 \$4,250 \$7,900 \$880 \$34,530 EXPENSES Travel Trips \$0.67 miles Parking Total Expenses

ADD SERVICE / TASK 6 - Sustainability Credential Support:

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

\$34,530

TOTAL ESTIMATED FEE





Proposal to Conduct a Cultural Resources Assessment

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

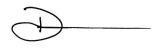
April 25, 2024

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



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 or 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 Reso Project Phase 2	ources Assessment - Lake Forest Park Lakefront Improvement
Cost: \$9,800.00	
Accepted by:	
Signature	Print Name
Title	Date
Company Name	
Billing Address	
Email Address	
Phone	

220 NW 8th Ave Portland, OR 97209



April 24, 2024

ATTACHMENT F.
Subconsultant Proposal
Cost Estimation

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 Uniformat 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 Uniformat 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:

Bill	Rate
Φ40	

Directors \$180.00

Specialists \$170.00- \$180.00 Cost Estimators* \$160.00 - \$150.00

Clerical \$105.00

Deposition and Trial Additional 50%

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

^{*}Primary work performed by Cost Estimators



CITY OF LAKE FOREST PARK CITY COUNCIL AGENDA COVER SHEET

Meeting Date June 13, 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

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

Options	Results
 Approve Ordinance 24-1290 Amending ch. 10.06 LFPMC 	Ch.10.06 will align with the state statutes for traffic safety cameras.
 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:

<u>Section 1. AMENDMENT.</u> 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 46.63.0001170(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.

. . .

<u>Section 2. AMENDMENT.</u> 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.

<u>Section 3. AMENDMENT.</u> 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 asteplight 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.

<u>Section 4. AMENDMENT.</u> 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 Page 2 of 4

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- 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.

 $\underline{\textbf{Section 5. AMENDMENT.}} \ \, \textbf{Section 10.06.060 LFPMC}, \ \, \textbf{Nonexclusive enforcement, is amended as follows:}$

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.

<u>Section 6. SEVERABILITY</u>. 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.

<u>Section 7. CORRECTIONS</u>. 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.

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

Ordinance 24-1290

Page 3 of 4

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	, 2024, and signed	of the Lake Forest Park City Co	
		APPROVED:	
		Thomas French Mayor	
ATTEST/AUTH	ENTICATED:		
Matthew McLea City Clerk APPROVED AS		_	
Kim Adams Pra	tt	_	
Adopted:			

Ordinance 24-1290 Page 4 of 4

Presentation to the Lake Forest Park City Council, June 24, 2024

By: CORE (Citizens Organized to Rethink Expansion of HWY 522 through Lake Forest Park)

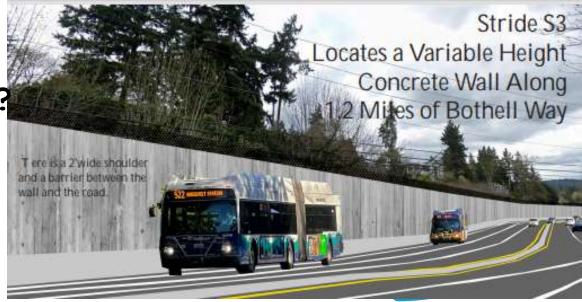
Section 3, ItemC.

What will our legacy be?

This?



Or This?



Why is this message so difficult to deliver to Sound Transit Board Members and the Press?

There is a simple way for Sound Transit to:

- ✓ Save hundreds of millions of dollars to invest in other projects
- ✓Take far less time to build Stride-3
- ✓ Deliver speedy bus transit through LFP
- ✓Virtually eliminate drastic

It is a simple, effective alternative

√Don't construct a dedicated northbound BAT lane between 153rd and 165th

Section 3. ItemC.

What we all know: This plan devastates our community

ST's current plan inflicts significant, inequitable impacts on our entire Community.

- ✓ 5 acres of trees, as many as 400 including 80 landmark trees along with
- ✓ 110 impacted property owners on Bothell Way (56% of all Stride-3 impacted property owners).
- \checkmark 95,000 tons of dirt and debris hauled, 65% of the total for Stride-3
- ✓ \$253mm of all Stride 3 capital costs for construction and construction management, more than 50% of total Stride-3 costs in 2021 dollars
- ✓ Increased stormwater runoff into our streams and Lake Washington.
- ✓ No plans yet approved for crossing Blsche'tla Creek, a fish-bearing stream, on a landslide and steep slopesensitive area
- ✓ Unmeasured cut-through traffic impacts, short- and long-term, through the heart of our community's narrow streets and by our elementary schools.
- ✓ Loss of parking and customers of small businesses along Bothell Way, short and long-term.
- ✓ Driveways of hundreds of private homes, condos, anartments and husinesses entering and exiting as

All these increased costs and damage are due to Sound Transit's "West Shift" in June, 2020.

west are weak at best, but the section 3, ItemC. lasting impacts are real.

- "Minimizes the need for 10 full property acquisitions"
- "We talked to property owners leading us to modify the design accordingly."
- The facts:
 - It's the most expensive and environmentally damaging design option.
 - 9 out of ten homes that would have been lost were between $155^{\rm th}$ and $165^{\rm th}$.
 - The West Shift was announced just 10 months before ST issued a DNS approving their 2,700 page "SEPA" submission for Stride-3
 - The "30% plans" dated October 2020, included in the SEPA, dated appear to show the west shift.
 - No one knows the actual story of how, who, why, or when the decision was made.

Sound Transit's spurious arguments for building a BAT lane in LFP

Argument One: Philosophical rationale for BAT Lanes: CEO Timm to LFP Citizens at Bluers Elementary

- "BAT lanes are necessary for fast, frequent, reliable bus service, Shoreline to Bothell." (1)
- "BRT, to be functional, requires a significant number of BAT lanes. Reducing it turns it into Rapid Ride Buses, that's not the mandate of voters."(2)

False:

- LFP increases total Stride-3 BAT lane coverage by just 7%, to a total of 53%
- 2016 voters guide and 16-page mailer has no mention BAT lanes in LFP.

Argument Two: It saves bus rider's time: *Project Manager Bernard Van De Kamp, to Sound Transit Board, December 3. 2022:*

• "A northbound Bat Lane reduces bus transit time through LFP during PM weekday rush hour by 2.3 minutes; up to 10 minutes when most congested" (3)

False:

- ST calculates "time savings" in LFP from at 145th and 30th to Town Center or beginning at 153rd and Bothell Way to Bothell Way and 61st in Kenmore.
- Adjust these correctly and it is not 2.3 minutes, more like 1.4 minutes
- No explanation how the 10-minute "most congested";' how it was determined; how often it happens, the probability of it occurring.
- Never mentions only 6 buses impacted during the 2-hour, weekday afternoons commute.
- Regardless, 62% of the entire Stride-3 weekday rush hours is saved in the 13 blocks between the Shoreline Light Rail Station and 145th and 15th

October 3rd, 2023. ST shifts argument to solving for "maximum traffic delays"

Argument Number 3: The argument shifts from "average time saved" to fixing the "maximum delay"

- Members of the Council, Stewardship Foundation, and CORE met with the Stride-3 Staff and Julie Timm, October 3, 2023
- ST shifted the argument from "average time saved" to "maximum delay".
- Proof to justify the design was a single screenshot from Google Maps showing 5-14 minutes delay buses would face in LFP.
- With the BAT lane, the bus "would go 2-9 minutes faster than without it."
- "Travel times provided by Google Maps are independent and reproducible."
- No other research or studies were offered as rationale for building the road here.



Sound Transit's Google Traffic Map; the basis of the argum section 3, ItemC.

A single Google Traffic Map showing the "typical traffic" during afternoon peak hours ranges from 5 to as much as 14 minutes.

Sound Transit arguments for building a 1.3 mile northbound BAT lane in LFP



Lets take a closer look at this map

Sound Transit's Google Map: Take a closer look

Section 3, ItemC.



Map shows 1.5 miles, which includes the existing BAT Lane near Town Center.

Note that the map is for typical traffic Wednesdays at 5:10pm

ST appears to have "cherry picked" the one day and section 3, ItemC. time that historically has the greatest traffic backups: Wednesdays at 5:10pm



Monday,

Tuesday, 5:10pm 3-8 minutes Wednesday, 5:10pm 4-12 minutes

Thursday, 5:10pm 3-10 minutes Friday, 5:10pm 3-7 minutes

These maps alone show there is considerable variance in traffic 3-7 minutes patterns by discrete times and sections of the roadway during the weekday PM peak hour commute. This was never investigated

From a handful of screen shots there is variance in traffic, by sections of the roadway.

Investigating discrete traffications: Core's Google Data Extract Analysis*

- CORE obtained a detailed extract of Google Maps Traffic data.*
- The data supports an alternative approach to the engineering plan in Lake Forest Park
- The advantages are significant and material
 - Cost hundreds of millions of dollars less
 - Take far less tune to built
 - Marginally impact bus transit time through LFP during peak, afternoon, weekday hours
 - Virtually eliminate the ascetic and environmental impacts to our Community

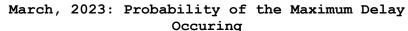
*Analysis was done by Dr. Nitin Gautam, a 20-year Microsoft veteran who managed multiple PhD's and Data Sciences Teams during his career.

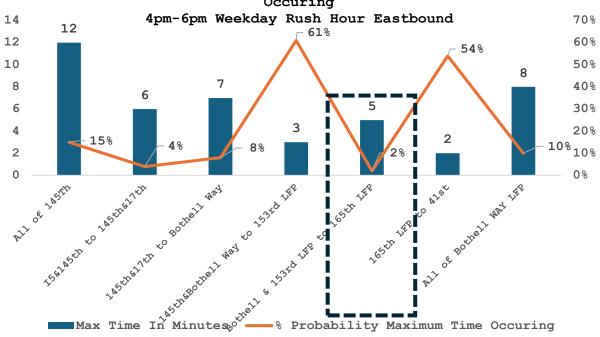
The extract pulled data in 10-minute increments for every day for the entire month of March 2023 and March 2019. The data was pulled for 145th to Bothell Way (Shoreline) and Bothell Way to 41st and Bothell Way, (LFP); each 10-minute increment included the maximum, minimum, and average travel duration. In addition, data was pulled by individual segments of the roadway for both 145th (Shoreline) and Bothell Way (LFP)

There is considerab le variance in traffic backups during the 4pm-6pm weekday rush hour through LFP

Don't build a dedicated BAT lane between 153rd and 165th.

Section 3, ItemC.





- It's not the maximum travel time delay in and of itself. What matters is the probability of it happening during the time in question.
- The data shows the section of Bothell Way between $153^{\rm rd}$ and $165^{\rm th}$ has a maximum travel time of 5 minutes, but only a 2% chance of it occurring between 4 pm to 6 pm.
 - This means that not building a BAT lane in this section of the roadway would have a marginal

How do we break through to Sound Transit Board Members with this message:

LFP can help Sound Transit save Section 3, ItemC. hundreds of millions of dollars and build Stride 3 faster.

- ✓ Just don't build a BAT lane over the 10 blocks from 155^{th} to 165^{th}
- ✓ This would marginally impact most buses' transit time passing through LFP during the afternoon, weekday rush hour.
- ✓ It impacts far fewer property owners and require only 1full property take.
- ✓ It is faster to build Stride-3, cost hundreds of millions of dollars less, money that can be invested in higher return Sound Transit projects.
- ✓ It virtually eliminates the drastic environment and aesthetic impacts on our Community.

Read CORE's whitebaser, it's the ri ing to ansit riders, taxp • and https://bit.ly/3V5LdXM rogidonta of Tako Earaat Dark



Section 3. ItemC

What will the Council's legacy be?

- •Core is behind you
- LFP
 Stewardship
 Foundation is
 behind you
- Nearly every LFP resident is behind you

This?



Or This?

