

RESOLUTION NO. 1835

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN A PROFESSIONAL SERVICES
AGREEMENT WITH GRAY & OSBORNE, INC. FOR
DESIGN OF THE 35TH AVENUE NE DRAINAGE PROJECT**

WHEREAS, the City desires to construct a drainage project on 35th Avenue NE near NE 166th Street; and

WHEREAS, public convenience and necessity required the City to obtain the services of a consultant with experience to plan and design transportation improvement projects; and

WHEREAS, the City found Gray & Osborne, Inc. to be qualified to perform and is experienced in performing the required services.

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the agreement with Gray & Osborne, Inc. included herewith as Attachment 1.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 27th day of January, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:



Matt McLean
City Clerk

FILED WITH THE CITY CLERK: January 21, 2022
PASSED BY THE CITY COUNCIL: January 27, 2022
RESOLUTION NO.: 1835

ATTACHMENT 1 to Resolution 1835

CITY OF LAKE FOREST PARK PROFESSIONAL SERVICES AGREEMENT Agreement Title: 35th Avenue NE Drainage Project

THIS AGREEMENT made and entered into by and between the CITY OF LAKE FOREST PARK, a Washington municipal corporation (the "City"), and Gray & Osborne, Inc. (the "Consultant"), is dated the last date signed below.

Consultant Business: Gray & Osborne, Inc.

Consultant Address: 1130 Rainier Ave. S., Ste 300, Seattle, WA 98144

Consultant Phone: 206.284.0860

Consultant Fax: 206.283.3206

Contact Name Mike Johnson

Consultant e-mail: mjohnson@g-o.com

Federal Employee ID No.: 91-089-0718

Authorized City Representative for Neil Jensen, P.E., City Engineer
this contract:

WHEREAS, the City desires to improve stormwater conveyance on 35th Avenue NE at NE 166th Street by designing and constructing new stormwater infrastructure; and

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with experience to plan and design stormwater projects; and

WHEREAS, the City finds that Consultant is qualified and is experienced in performing the required services; and

WHEREAS, the City desires to engage the Consultant.

1. **Employment of Consultant.** The City retains the Consultant to provide the services described in the attached "Exhibit A – Scope of Work" (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 City representative that shall become a part of this Agreement.

The project manager(s) of the Work shall be **Barry Baker**. The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2023, unless the completion date is extended in writing by 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 \$51,960 as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

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

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to the City's Accounting Supervisor, ap@ci.lake-forest-park.wa.us, its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

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

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

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

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

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall 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 that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

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

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Notices.

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

City of Lake Forest Park
Attn: Neil Jensen, City Engineer
Department of Public Works
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Gray & Osborne, Inc.
Attn: Mike Johnson
1130 Rainier Ave. S., Ste. 300
Seattle, WA 98144

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 last date signed below.

CONSULTANT:	
CITY OF LAKE FOREST PARK WASHINGTON	Gray & Osborne, Inc.
By: _____ Jeff Johnson, Mayor	By _____ Typed/Printed Name: _____
Date: _____	Its _____ Date: _____
ATTEST:	
Matt McLean, City Clerk Date: _____	
APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney Date: _____	

EXHIBIT A

SCOPE OF ENGINEERING SERVICES

CITY OF LAKE FOREST PARK 35th AVENUE NE DRAINAGE PROJECT

The City of Lake Forest Park will improve the public right-of-way drainage system at 16518 35th Avenue NE. Discharge of stormwater from the public rights-of-way are routed to an outfall on private property. The City seeks to redirect all public stormwater runoff into a publicly owned and maintained collection and conveyance system.

Potential options exist both to the north and south of this location and the outfalls to the stream east of the 35th Avenue NE may need improvements to address additional stormwater flows. This scope of work includes the preparation of design documents and permits necessary to allow construction of conveyance piping, pipe repair, energy dissipation, and associated permitting. This scope of work is for design only and does not include construction management tasks.

Gray & Osborne, Inc. will provide the design analysis, contract documents, and permits for the project.

DESIGN CRITERIA

The City will determine the basic premises and criteria for the design. Reports and plans shall be developed in accordance with the latest adopted or approved edition of the following standards:

- Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), Standard Specifications for Road, Bridge, and Municipal Construction 2020 edition;
- Washington State Department of Transportation – Latest revisions of Standard Plans for Road, Bridge, and Municipal Construction and Supplemental Specifications;
- City of Lake Forest Park Municipal Code;
- King County Surface Water Design Manual (2016) as amended by the City of Lake Forest Park; and
- King County Road Standards (2016).

TASK DEFINITIONS

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members. Provide overall project management and oversight services, to include:

- Procure sufficient staff resources to dedicate to the project.
- Prepare and execute subconsultant contracts.
- Manage and provide monthly progress reports and invoices.

Task 2 – Survey

Site survey will be performed to establish horizontal and vertical control, reference existing monumentation, property corners, and verify the location and size of existing infrastructure and topography, as necessary. Gray & Osborne will acquire relevant recorded documentation of record surveys, and utility maps, as necessary. Absent specific written direction to the contrary providing for verification, the Engineer shall be entitled to rely upon the completion and accuracy of such documentation. Survey control points will be physically set for site reference control, as necessary. Cross sections and profiles(s) will be provided as may be required. Physical features including structures, streets, fences, trees, utility poles, signs, edges of pavement, ditches, fire hydrants, etc., will be noted for plotting. Property owners will be notified and permission requested prior to surveying on private property. It is anticipated that the need for site survey will be limited to 8 hours.

Legal descriptions of temporary construction and permanent drainage easements shall be completed as required for the project.

Task 3 – Predesign Report and Base Map

Incorporate all utility as-built information, plat map (property line) information, survey data, as-built drawings, and other available and relevant information into the development of a base map. Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed stormwater alternatives for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues. Develop alternatives to reroute runoff from public rights-of-way, improve water quality treatment within the existing project site and advantages/opportunities and disadvantages/constraints of each alternative. Establish a priority matrix for evaluating feasibility of alternatives.

1. Review applicability and effectiveness for each of the alternatives developed for ability to meet Basic Water Quality Treatment standards.

2. Develop schematic plans and figures for each feasible alternative sufficient to illustrate the primary features of each alternative for discussion and decision maker's input. Existing mapping, images, and data will be used for this effort.
3. Develop planning level cost estimates for each feasible alternative
4. Summarize development, costs, ranking, and recommendation for project design in a summary memo

Task 4 – Geotechnical

Provide the services of a qualified geotechnical engineer to provide geotechnical services to include research, visit site, analyze soil conditions, and provide design recommendations to assist in the development of the project design, as more particularly described below. The geotechnical work will be completed by a subconsultant, PanGEO, Inc.

1. Site Reconnaissance – Perform a site reconnaissance of the project area. PanGEO will review published area geology maps and previous geotechnical data to gain an understanding of the general site conditions.
2. Test Boring – Drill one exploratory boring. PanGEO anticipate that the boring will be drilled to about 30 feet, to provide subsurface data for foundation design and construction dewatering considerations. However, the boring depths will ultimately be determined by the actual subsurface conditions encountered during drilling. Standard Penetration Tests (SPTs) will be conducted in the boreholes at 2-1/2- and 5-foot depth intervals. The test results will be used to estimate relative density and/or consistency of the site soils, for subsequent use in our engineering analysis and for evaluating appropriate foundation improvement systems and design parameters. Excess material from the drill holes will be left on-site and spread in an area directed by you. Note: Prior to drilling, PanGEO will contact the “Call before you dig” one-call utility notification center, as required by law. PanGEO also include budget for traffic control and lane closure during drilling. PanGEO assume that the street use permits will be provided to PanGEO at no cost.
3. Laboratory Tests – Conduct laboratory tests (moisture contents and grain size analysis) on select soil samples for proper classifications of site soils;
4. Engineering and Report – A report will be prepared and submitted to the project team for review. In general, our report will include:
 - A site map with approximate location of test boring;

- Description of surface and subsurface (soil and groundwater) conditions;
- Recommendation for appropriate foundation types for the proposed structures;
- Seismic design considerations;
- General earthwork recommendations, including temporary excavation, dewatering, backfill materials selection, and the use of on-site soils for backfill.

5. Post-Report Consultations – Provide on-call consultations on an as-needed basis.

Task 5 – Engineering Design

Gray & Osborne will use the information generated in Tasks 1 through 4 to develop design plans based on the preferred alternative identified in the predesign report. Gray & Osborne will prepare complete plans, specifications and Contract documents improvements. The documents for the will be consistent with current and applicable City of Lake Forest Park and State requirements.

Acquire record drawings and/or as-built information will be acquired from utility purveyors known to provide service in the project corridor. Written requests will be provided to all utility purveyors known to provide utility service in the project area. Data provided by utility purveyors will be reviewed and incorporated into project design as may be applicable.

A draft of the plans will be presented for the City's review at approximately the 60 percent level of design. A preliminary construction cost estimate will be provided with the 60 percent submittal. Traffic control plans and provisions will be prepared and included in the contract documents. Upon review by the City, Gray & Osborne will make such additions or changes as directed by the City and proceed with the final design and editing of the plans and specifications.

A final draft of the plans, specifications, Contract documents, quantity calculations and cost estimates will be presented for review and comment at approximately the 90% level of design. A final construction cost estimate will be delivered along with the final plans, specifications and Contract documents.

Gray & Osborne will assist the City during project advertisement and provide technical assistance as needed during the bidding phase to answer bidders' questions and prepare addendums. Gray & Osborne will attend a pre-bid meeting, if one is required, and the bid opening and review the bid documents, prepare a bid tabulation and recommendation for contract award.

Gray & Osborne will attend and participate in one public workshop and City Council meeting.

Task 6 – Permit Applications

Gray & Osborne will assist the City by preparing and submitting permit applications and agreements required for project construction. Preparation of local permits (including clearing and grading and right-of-way as needed), temporary construction easement with adjacent property owners, and SEPA checklist are included in this task. No work below the ordinary high water mark is anticipated for this project. A Hydraulic Project Approval (HPA) from the Washington State Department of Fish & Wildlife may be required to revise a stormwater outfall and the initial preparation and submittal of the HPA is included in this scope of work. A US Army Corps of Engineers permit is not anticipated and is not included in this scope of work. Gray & Osborne will be available to provide information at a hearing or review to obtain the necessary permits. The relevant special permit provisions, requirements and conditions warranted by the permits will be incorporated into the project plans and specifications.

Task 7 – Quality Control/Quality Assurance

Gray & Osborne will conduct in-house quality control/quality assurance reviews at the 5 percent, 60 percent and 90 percent levels of design. City of Lake Forest Park staff is welcomed and encouraged to attend the QA/QC sessions.

SCHEDULE AND MILESTONES

Gray & Osborne proposes the following schedule as outlined by delivery milestones:

Milestone Number	Deliverable/Receivable	Proposed Timeframe and Estimated Date
1	Notice to Proceed	Estimated January 2022
2	Predesign Report	February 15, 2022
	City Review and Direction	March 1, 2022
3	60% PSE/Permit Applications	March 15, 2022
	City Review	March 22, 2022
4	Permit Applications Submitted	March 25, 2022
	Permits Received	May 10, 2022 (estimated)
5	Bid Documents (100% PSE)	May 20, 2022

Deliverables

Gray & Osborne will submit the following numbers of copies to the City of Lake Forest Park:

- All documents – Four copies.

- All plan submittals – One full size sets and three reduced sets on standard plan sheets.
- Gray & Osborne will provide the City with one computer CD containing the electronic drawings and information in AutoCAD 2004 format, Microsoft Word and Excel.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Lake Forest Park - 35th Avenue NE Drainage Project

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management	4	8					
2 Topographic Survey		4			4	8	20
3 Predesign Report & Basemap		4	8	16	12		
4 Geotechnical Engineering		2					
5 Engineering Design							
a. Prepare 60 Percent Design Submittal		4	8	16	32		
b. Prepare 90 Percent Design Submittal		2	4	8	16		
c. Prepare Final Design Submittal		12	8	4	8		
6 Prepare Permit Applications		8		24			
7 Complete QA/QC Review	4	8	8	4			
Hour Estimate:	8	52	36	72	72	8	20
Fully Burdened Billing Rate Range:*	\$140 to \$213	\$130 to \$213	\$119 to \$155	\$105 to \$145	\$50 to \$140	\$118 to \$163	\$262 to \$360
Estimated Fully Burdened Billing Rate:*	\$165	\$155	\$145	\$135	\$105	\$150	\$350
Fully Burdened Labor Cost:	\$1,320	\$8,060	\$5,220	\$9,720	\$7,560	\$1,200	\$7,000

Total Fully Burdened Labor Cost: **40,080**

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate)

Subconsultant:

Geotechnical - PanGEO, Inc.

Subconsultant Overhead (10%)

TOTAL ESTIMATED COST: \$ 51,960

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

