

**RESOLUTION NO. 1869**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT AGREEMENT AG 22-001 WITH GRAY & OSBORNE, INC. FOR THE 35TH AVENUE NE DRAINAGE PROJECT**

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**WHEREAS**, the City has retained Gray & Osborne, Inc. (Consultant) to provide professional engineering design services for the 35<sup>th</sup> Avenue NE Drainage Project; and

**WHEREAS**, the City seeks additional professional engineering design support to complete the 35<sup>th</sup> Avenue NE Drainage Project, including additional pre-design evaluation of conceptual design alternatives and additional permitting and right-of-way acquisition support services necessary to construct the project; and

**WHEREAS**, the Consultant provided the City with a proposal to complete the additional professional services, which City staff have reviewed and found acceptable;

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

**Section 1. AUTHORIZATION TO EXECUTE AGREEMENT.** The City Council of the City of Lake Forest Park authorizes the Mayor to sign Amendment No. 1 to the professional services agreement AG 22-001 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 8th day of December, 2022.

APPROVED:

Jeff Johnson  
Mayor

ATTEST/AUTHENTICATED:



Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK: December 2, 2022  
PASSED BY THE CITY COUNCIL: December 8, 2022  
RESOLUTION NO.: 1869

## EXHIBIT A to Resolution 1869

Amendment No. 1 to the  
Professional Services Agreement between the  
City of Lake Forest Park and Gray & Osborne, Inc.  
Dated February 9, 2022

This first Amendment to the Professional Services Agreement between the City of Lake Forest Park and Gray & Osborne, Inc., AG 22-001 (hereafter the "Agreement"), is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

1. Exhibit A (Scope of Work) of the Agreement is amended to include the attached "Exhibit A – Addendum 1". This addendum to the scope of work generally includes additional pre-design options analysis, permitting, and right of way acquisition support services.
2. Section 2 of the Agreement is hereby amended as follows:

### **Compensation.**

3. 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~~ **\$135,696** 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.
3. Exhibit B of the Agreement is hereby amended to include the attached "Exhibit B – Addendum 1".

All other terms and conditions remain as provided in the original Agreement.

CITY OF LAKE FOREST PARK

GRAY & OSBORNE, INC.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **EXHIBIT A – ADDENDUM 1**

### **SCOPE OF ENGINEERING SERVICES**

#### **CITY OF LAKE FOREST PARK 35<sup>th</sup> AVENUE NE DRAINAGE IMPROVEMENTS**

The City of Lake Forest Park contracted with Gray & Osborne to prepare a predesign report and construction plans for a stormwater drainage project within 35<sup>th</sup> Avenue NE right-of-way in February 2022. During the course of the predesign report, additional alternative alignments were requested to be reviewed and additional permitting and easement requirements were discovered.

This additional scope of work includes multiple revisions to the current predesign report, subconsultants for the additional permitting and right-of-way acquisition as well as additional geotechnical reconnaissance and revision to the current predesign report to allow the City to determine the preferred alternative.

Gray & Osborne, Inc. and its subconsultants will provide the design analysis, contract documents, and permits for the project. The design will be based on the finding of the Predesign Report that will be revised with the additional permitting, geotechnical, and easement acquisition information gathered in the initial phase of this scope. The following tasks have been identified for this project:

#### **DESIGN CRITERIA**

The existing scope and fee cover the overall project criteria and are not repeated in this amendment scope.

#### **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 for the additional requested work. 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 for the additional alternative(s) 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.

Legal descriptions and exhibits of temporary construction and permanent drainage easements shall be completed as required for the selected project alternative. Up to three parcels are included in this scope.

## **Task 3 – Predesign Report and Base Map**

Develop additional 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 current and new alternatives.

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

## **Task 4 – Geotechnical**

The Scope of services would consist of a reconnaissance of the outfall locations for the additional location(s) and amending the draft report previously submitted with the additional information. Additional exploration and engineering analysis may be required to evaluate the subsurface conditions at the new alternative outfall locations and evaluate the stability of the outfall slopes. The additional exploration is not included in this scope.

## **Task 5 – Engineering Design**

This task is included in the original scope and fee and no additional hours are included in this amendment.

## **Task 6 – Permitting**

Gray & Osborne will assist the City by preparing and submitting permit applications and agreements required for project construction. The initial scope included only a SEPA checklist and HPA application. This amendment scope includes The Watershed Company to provide environmental reports and permit assistance as detailed below.

### Phase 1 – Permitting Review for Three Outfall Locations

1. Review background information, including the 8/7/22 Predesign Technical Memo by G&O and relevant public information on the stream.
2. Site visit to proposed outfall locations to flag the OHWM of the McAleer Creek tributary and tag significant trees within the project area.
3. Prepare and provide a delineation and tree sketch to the survey crew.
4. Prepare a memo of permitting differences between the three outfall options.
5. Attend one meeting with the project team to discuss the selection of the preferred option.

### *Phase 1 Assumptions*

1. No wetlands are present in the study area and no delineation, ratings or reporting time is included. If wetlands are found during Phase 1, we will notify the project team and discuss the potential to amend the scope of work and contract.
2. All fieldwork will take place within the public ROW or on private properties that allow entry.
3. Access and right of entry will be pre-arranged by others ahead of our fieldwork.
4. Tree inventory efforts are limited to a Level I ISA assessment.

### Phase 2 – CAR and Tree Assessment

Upon selection of the preferred alternative, we will provide the following scope of work for one outfall location:

1. Prepare a Critical Areas Report to cover work within the streambank/buffer and documenting compliance with City of Lake Forest Park stream critical area requirements.
2. Prepare an arborist report summarizing tree inventory results and outlining recommendations for removal/retention based upon the selected project alternative.

3. Prepare a stream delineation report, including classification and description of OHWM characteristics.
4. Permitting-level planting plan to restore temporary construction impacts associated with outfall installation.
5. Coordinate with the G&O drafting and engineering staff regarding their preparation of Plans, Specifications & Estimates (PS&E) to restore temporary impacts. Furnish planting species and details in a list, performance standards, and other notes/details for inclusion in the plans.
6. Project management and team coordination.
7. Direct expenses (mileage).

*Phase 2 Assumptions*

1. Applications and submittals for local permits will be done by Gray & Osborne, Inc.
2. The project location is outside of Shoreline jurisdiction.
3. PS&E assistance is limited to technical support and coordination. PS&E for restoration plans will not be furnished.

Overall Project Assumptions

1. One draft and one final version of each deliverable is included. Additional revisions may be accommodated if budget allows.
2. The Not-to-Exceed (NTE) figures included in the proposal assume project efficiencies of conducting all tasks together and both phases will be awarded; they are not stand-alone figures. Overages in any task may be made up for where excess budget may occur in another.
3. If work conducted on this project extends for a period of more than 6 months, hourly rates may be adjusted to reflect current rates.
4. All project deliverables shall be electronically furnished. No paper copies are included.
5. This proposal includes general coordination with the project team via email and phone. In-person meetings with the project team are not included unless specified otherwise in the scope of work.

6. SEPA efforts included in the original scope are checklists only; does not include an expanded checklist or EIS assistance.
7. Assumes that NEPA documentation/coordination is not necessary.
8. Comments from local, state, federal, or tribal entities, including third-party review consultants, related to the products in this scope of work can be subjective in nature and are therefore not predictable. Responses to comments/questions or revisions to permit documents are not included in this proposal and can be completed on a time-and-materials basis or under a separate proposal.
9. This proposal does not include construction administration, as-built documentation, or annual restoration monitoring.
10. This proposal does not include assistance with, or attendance at, a hearing examiner meeting.

### **Task 7 – Easement/Right-of-Way Acquisition**

Right of Way Acquisition Services for the construction of 35<sup>th</sup> Avenue Drainage Improvement Project for the City of Lake Forest Park. These services will be furnished in accordance with the processes and procedures as outlined in Washington State Department of Transportation's Local Agency Guideline Manual, M36-63 and Right of Way Manual M26-01.

The overall right-of-way acquisition objectives are:

1. Negotiate to obtain permanent easements and temporary construction easements from up to three parcels.
2. Determine property values for up to three parcels to be acquired.
3. Assist the City of Lake Forest Park with the necessary acquisition forms.

A specific list of Performance Objectives is outlined in the following paragraphs.

#### Specific Objectives

The key objectives for this project include:

1. Review title reports. Provide the City of Lake Forest Park with a parcel summary memo listing ownership, title exceptions, existing easements, or other rights of record, and comments or concerns for three parcels;

2. Prepare and setup parcel files (three parcels);
3. Prepare an AOS reports for (three parcels);
4. Prepare acquisitions forms needed to obtain property in fee and property rights for the city attorney's review, and offer packages. This proposal does not include condemnation assistance, or the preparation or the negotiations of a Possession and Use agreement (two parcels);
5. Provide negotiation services for the purchase of property easements and temporary construction easements from three parcels;
6. Assist in recording documents that will adversely impact the rights being acquired;
7. Coordinate with the title company to obtain titles vested in the City, prepare payment vouchers title policy and recording fees, and submit to City to process payment for the parcel (The City will issue actual payment of all fees and closing costs such as title policies, recording fees, and escrow services if necessary);
8. Provide overall coordination for right-of-way activities; maintain records, parcel diary reports, files, documents and reports;
9. Provide written status reports on a monthly basis and provide verbal status reports as requested;
10. Attend monthly project status meetings as requested (maximum of one meeting); and
11. Deliver completed file to the City of Lake Forest Park, a total of three parcel files.

#### Project Scope Exclusions

1. Those services related to obtaining releases of encumbrances from title, which require legal action;
2. Condemnation assistance, preparation of and negotiating P&U agreement, and subsequent litigation;
3. Closing costs such as recording fees, escrow services, title insurance fees, title reports, transfer taxes, etc., penalty costs for pre-payments; costs of a pre-existing mortgage; the pro rate share of real property taxes paid subsequent to vesting title to the CITY;

4. Continuing negotiations for those parcels that are listed for condemnation or for possession and use agreements;
5. Appraisal and appraisal review fees;
6. Relocation Assistance; and
7. Legal descriptions.

### **Task 8 – Quality Control/Quality Assurance**

Gray & Osborne will conduct in-house quality control/quality assurance reviews for the additional alternative(s). The overall design QA/QC process is included in the original scope.

### **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 - ADDENDUM 1**

## ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Lake Forest Park - 35th Avenue Drainage Improvements*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management	2	4				
2 Topographic Survey		2		2	2	8
3 Predesign Report and Base Map		8	8	4		
4 Geotechnical Engineering		2				
5 Engineering Design						
a. Prepare 60 Percent Design Submittal						
b. Prepare 90 Percent Design Submittal						
c. Prepare Final Design Submittal						
6 Prepare Permit Applications		2	2			
7 Easement/Right-of-Way Acquisitions		2				
8 Complete QA/QC Review	1	2	2			
Hour Estimate:	3	22	12	6	2	8
Fully Burdened Billing Rate Range:*	\$140 to \$213	\$130 to \$213	\$119 to \$155	\$50 to \$140	\$118 to \$163	\$262 to \$360
Estimated Fully Burdened Billing Rate:*	\$185	\$165	\$155	\$120	\$150	\$350
Fully Burdened Labor Cost:	\$555	\$3,630	\$1,860	\$720	\$300	\$2,800

Total Fully Burdened Labor Cost: **9,865**

### Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate)

Subconsultant:

Geotechnical - PanGEO, Inc. \$ 4,331

Easement Acquisition - Abayta & Associates \$ 30,564

The Watershed Company \$ 32,260

Subconsultant Overhead (10%) \$ 6,716

**TOTAL ESTIMATED COST:** \$ 83,736

\* 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.