

RESOLUTION NO. 23-1931

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAKE FOREST PARK, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN
AMENDMENT TO A PROFESSIONAL SERVICES
AGREEMENT WITH DCG-WATERSHED FOR
ADDITIONAL ASSISTANCE WITH THE LAKEFRONT
IMPROVEMENTS, DESIGN, ENGINEERING,
ENVIRONMENTAL REVIEW, AND PERMITTING
PROJECT**

WHEREAS, on June 8, 2023, City Council approved Resolution 23-1902 authorizing the Mayor to sign a professional services agreement with DCG-Watershed for consultant services for the Lakefront Park improvement project for an amount not to exceed \$273,959; and

WHEREAS, additional work is needed for a complete project survey and there is an additional need for arborist services, the total of which is not to exceed \$12,570;

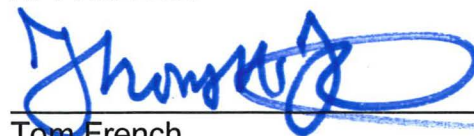
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. The City Council of the City of Lake Forest Park approves and authorizes the Mayor to sign Amendment No. 1 to the Professional Services Agreement between the City of Lake Forest Park and DCG-Watershed Company in substantially the same form as the attached Exhibit A.

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

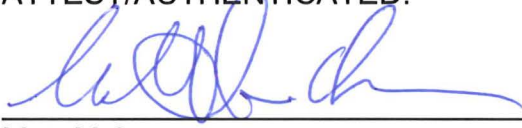
PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 9th day of November, 2023.

APPROVED:



Tom French
Deputy Mayor

ATTEST/AUTHENTICATED:



Matt McLean
City Clerk

FILED WITH THE CITY CLERK: November 3, 2023
PASSED BY THE CITY COUNCIL: November 9, 2023
RESOLUTION NO.: 23-1931

EXHIBIT A to Resolution 23-1931

Amendment No. 1 to the
Professional Services Agreement between the
City of Lake Forest Park and DCG Watershed, Inc.
Dated November 9, 2023

This First Amendment to the Professional Services Agreement between the City of Lake Forest Park and DCG Watershed, AG 23-036 (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 to the Agreement is revised per Exhibit A-1 attached and incorporated herein.
2. Section 2.A. of the Agreement is hereby amended as follows:
 - A. The total compensation to be paid to the Consultant for the Work in Exhibit A as amended with Exhibit A-1, including all services and expenses, shall not exceed \$286,529, which shall be full compensation for the Exhibit A and Exhibit A-1 Work.

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

CITY OF LAKE FOREST PARK

DCG-WATERSHED, INC.

Signed: _____

Signed: _____

Printed Name: Tom French

Printed Name: _____

Title: Deputy Mayor

Title: _____

Dated: _____

Dated: _____

Exhibit A-1



October 30, 2023

Cory Roche
Environmental & Sustainability Specialist, Project Manager
City of Lake Forest Park
Via email: croche@cityofflp.gov
Cc: jperrigo@cityofflp.gov

Re: Change Order – Lakefront Improvements – Lake Forest Park – CO01 / Survey and Arborist Services
DCG/Watershed Reference Number: 2303.0384

Dear Cory,

This change order for additional, supplemental, and/or extended services for the “Lakefront Improvements Design, Engineering, Environmental, and Permitting” project (Project) located at 17337, 17345, and 17347 Beach Dr SE (parcels 4030100050, -0035, and -0040), is provided for your review and approval. Scope and fee details for changes to the previously contracted work are as follows:

CO01 / Survey and Arborist Services

Project Survey *(additional fee requested, \$ 11,290)*

- Coordinate and obtain topographic survey for the project boundary that was determined in a meeting with city staff on 9/28/2023 and is depicted in the fee proposal attached as Exhibit CO01A. Services will be provided by a qualified subcontractor.
- The subcontractor’s fee proposal of \$21,290.00 shall be offset by the previously approved technical reserve for survey services in the amount of \$10,000.

Arborist Services *(additional fee requested, \$ 1,280)*

- Conduct site visit to tag and assess all trees within the project boundary (as depicted in Exhibit CO01A). Conduct regulatory review. Provide arborist report formatted to city requirements. Work will be provided by on-staff ISA Certified Arborists. A breakdown of arborist services and fees is provided in Table 1 below.

Table 1. Fee Breakdown of Arborist Services

Subtask Description	Units	Subtotal Fee
Fieldwork – 1 site visit by 2 staff, including preparation, travel, and follow up; tag and assess trees in the field	12 hrs	\$ 2,220

Seattle
9706 4th Ave NE, Ste 300
Seattle, WA 98115
Tel 206.523.0024

Mount Vernon
2210 Riverside Dr, Ste 110
Mount Vernon, WA 98273
Tel 360.899.1110

Whidbey
1796 E Main St, Ste 105
Freeland, WA 98249
Tel 360.331.4131

Federal Way
31620 23rd Ave S, Ste 307
Federal Way, WA 98003
Tel 253.237.7770

Spokane
601 W Main Ave, Ste 617
Spokane, WA 99201
Tel 509.606.3600

Kirkland
750 6th St S
Kirkland, WA 98033
Tel 425.822.5242

Reporting – <i>develop arborist report, including tables, sketches, and exhibits; conduct regulatory code review; perform internal quality control review</i>	20 hrs	\$ 2,960
Project management – <i>coordination with assigned staff, budget tracking and reporting, project administration, invoicing</i>	3.5 hrs	\$ 565
Expenses – <i>mileage</i>	50 miles	\$ 35
Total Fee for Arborist Services		\$ 5,780

- The above fee for arborist services shall be offset by the previously approved technical reserve for arborist services in the amount of \$4,500.

Fee summary:

Contract value before CO01:	\$ 273,959
Additional fee requested under CO01:	\$ 12,570
Amended contract value with CO01:	\$ 286,529

Project Assumptions:

1. *This is a change order to a previously approved agreement between Lake Forest Park and DCG/Watershed, dated July 11, 2023, all previously approved contract terms, assumptions, limitations, and changes apply.*

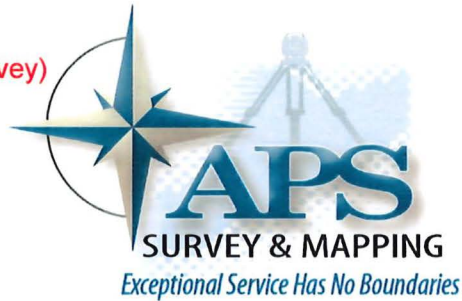
Approved by:



Amber Mikluscak, PLA, GISP
Principal, Director of Landscape Architecture

Exhibit CO01A. Subcontractor Proposal (APS Survey)

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June 6, 2023
Updated October 30, 2023

Amber Mikluscak, PLA, GISP
DCG/Watershed
E-mail: amikluscak@dcgwatershed.com
Phone: (425) 650-1332

Topographic Survey Proposal
Subject Property: Lake Forest Park, 17345 & 17347
Beach Dr. NE, Lake Forest Park
Tax Parcel No's: 403010-0040 & 403010-0035
Project #: 3126.040

INTRODUCTION

Thank you for the opportunity to provide this proposal for surveying services for the above-referenced project. Based on preliminary research of recorded documents, we have identified a scope of work and a lump sum fee for your project. Our surveying services will be provided contingent upon the following:

- The client is the property owner or an authorized agent of the property owner.
- The client will provide right of entry onto the property.
- In some cases, the cutting of brush or small trees is necessary to complete the field survey.

SCOPE OF WORK

This scope of work is based on the typical requirements for a Topographic Survey based on our experience with similar projects. The cost of the standard Topographic Survey is delineated in the fee section of this proposal.

Boundary:

- APS will control the survey by establishing Washington State Plane, NAD 83/2011, North Zone Coordinates on the existing monuments surrounding the site.
- APS will recover and verify any existing monuments along parcel boundary lines and identify them with a wooden lath.

Topography (topographic area outlined in yellow in the Project Limits Aerial Map on page 2):

- APS will obtain ground elevations within the property boundary as necessary to prepare a computer generated 1' contour surface.
- APS will obtain locations of existing structures including detailed mapping of eaves and exposed foundation walls, retaining walls and arbors and other walls or hardscape features.
- APS will obtain the location with detailed elevations for edge of asphalt, curbing, sidewalks and other surface improvements on the property and in the nearest half of the right-of-way fronting the property.
- APS will obtain the location with detailed elevations for catch basins, culverts, sewer manholes, fire hydrants, valve boxes, and other utilities which are observable from surface exploration on the property and within the nearest half of the right-of-way fronting the property.
- APS will obtain locations of existing and observable utilities and utility paint marks as established by others.
- APS will obtain locations for all trees greater than 4" D.B.H.
- APS will conduct a bathymetric survey for that portion of the subject parcel lying within Lake Washington and extend approximately 50' beyond the piers.

Mapping:

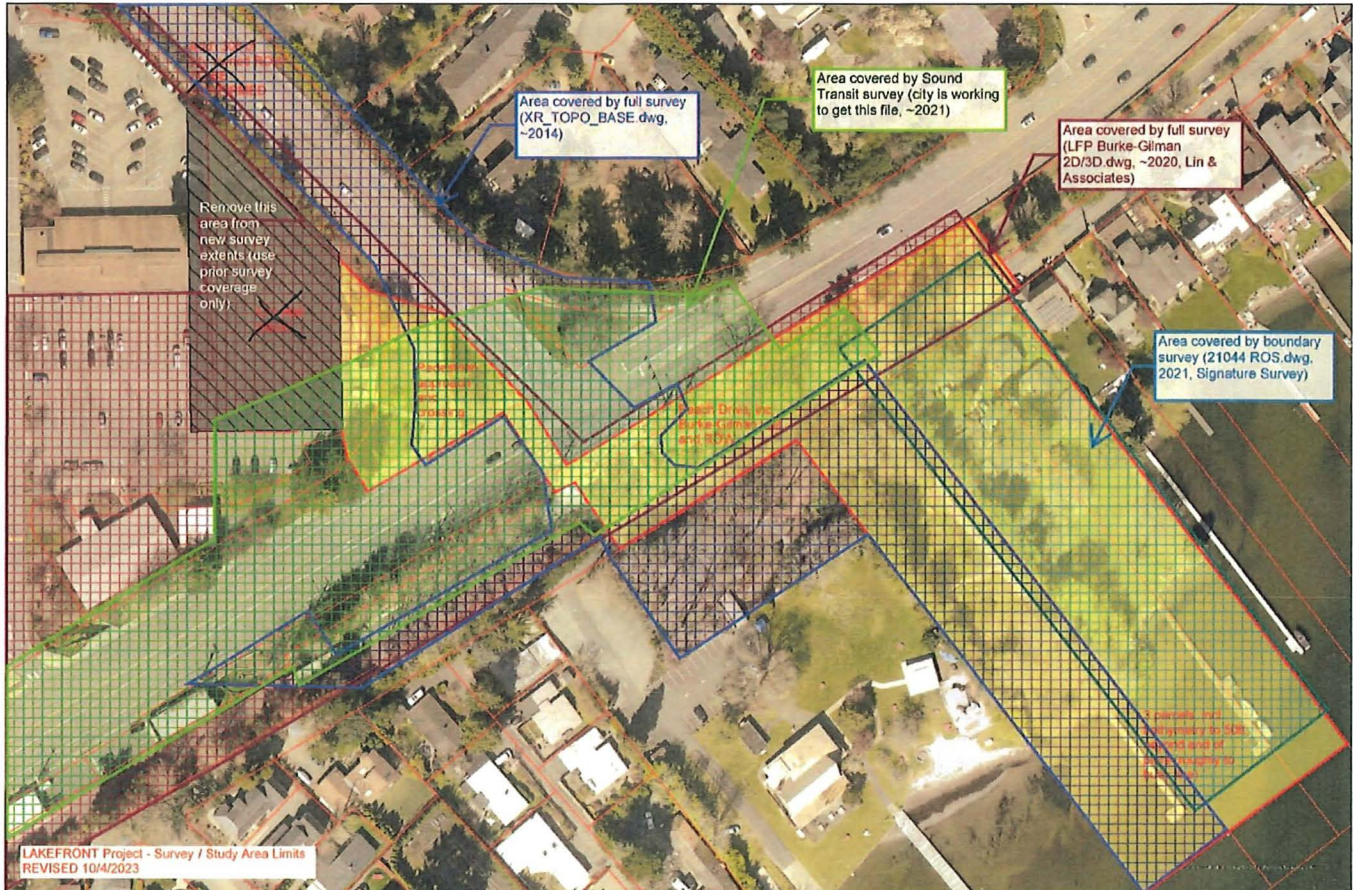
- APS will prepare a topographic survey map illustrating parcel boundary lines, site features and 1' computer generated contours, signed and sealed by a Professional Land Surveyor.

Deliverables:

- APS will provide Client with pdf copy(s) of topographic survey map.
- APS will provide Client with Civil 3D (2021) CAD file for the topographic survey.

- APS will provide Client with Civil 3D surface XML file.

PROJECT LIMITS



SCHEDULE

Once we have received the signed contract and retainer, the field work and topographic mapping will be completed within approximately 30 business days.

FEES

We propose to provide these services on a lump sum basis. The tables below identify the fees for the scope of services as outlined above.



Topographic Survey:

Task	Personnel	Budgeted Hours	Hourly Rate	Cost
Research	Principal Surveyor	4	\$175.00	\$700.00
Calculate Boundary	Supervisory Survey Technician	4	\$125.00	\$500.00
Uplands Field Survey	2-Person Survey Crew	28	\$215.00	\$6,020.00
Bathymetric Field Survey	3-Person Survey Crew	8	\$280.00	\$2,240.00
Process Field Data	Supervisory Surveying Technician	5	\$125.00	\$625.00
Topographic Mapping	CIM/CADD Technician	23	\$115.00	\$2,645.00
Topographic Mapping Review	CIM/CADD Technician, Lead	2	\$125.00	\$250.00
Project Review, Approvals, and Deliverables	Principal Surveyor	2	\$175.00	\$350.00
Boat Fee				\$395.00
Bathymetric Survey Equipment Fee				\$605.00
Utility Locate Fee				\$6,960.00
SUBTOTAL				\$21,290.00

Fee Summary Table and Total Fee Calculation

Work Item	Item Total
Topographic Survey	\$21,290.00
Total Project Fee	\$21,290.00

PAYMENT SCHEDULE AND OPTIONS

The calculated total project fee above will be billed monthly based on percentage complete. APS accepts cash, check, or ACH payments. APS sends all invoices via email and US mail directly from its AR Department secure software. All emailed invoices include a secure link for those who prefer the ACH payment method option.

TERMS AND CONDITIONS**Successor and Assigns**

The Client and Consultant each binds himself, his partners, successors, assigns and legal representative to the other party to this executed Proposal Letter and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this executed Proposal Letter. Neither the Client nor the consultant shall assign his interest in this executed Proposal Letter without written consent of the other.

Time of Essence

Time is of the essence in this Agreement; therefore, the terms specified in this contract shall be subject to re-negotiation if not executed within 30 days from the date of the executed Proposal Letter. Further, if this project extends beyond six (6) months from commencement because of delays by the Client or such other reasons beyond the control of the consultant, the fees in this agreement shall be adjusted to reflect current fee schedules.

Government Approvals

It is understood that the consulting services to be rendered by the Consultant do not in any way guarantee approval of governmental permits, approvals, licenses, or other necessary actions.

Additional Work and Changes in Scope of Work

Additional work requested by the Client, Client Representative, Engineer or arising from inaccurate or incomplete information furnished by the Client, Client Representative, or Engineer is not included in this fee. It is further understood that if there are client, client representative, or engineer-initiated changes and/or additional governmental requirements that are not covered in the Scope of Work, these changes shall be billed on a time and materials basis in accordance with the current Rate Schedule included at the end of this proposal.

Client Initial Showing Understanding of This Term and Condition: _____

Re-Staking

Any re-staking shall be paid for by Client as extra work outside of the scope in this contract unless it is necessary because of the act of omission of APS Survey & Mapping, Inc. It shall be billed in accordance with the Rate Schedule included at the end of this proposal.

Client Initial Showing Understanding of This Term and Condition: _____

Other Services

Other services of other professionals, such as traffic consultant, architect, soils, or environmental consultants shall be enlisted as necessary with the Client's approval. Their fees shall be resolved at that time and billed directly to the Client.

Stop Work Order

Consultant agrees to stop work on this project at the written request of the Client. The Consultant further reserves the right to stop work on this project for cause. "Cause" is defined to include, but without limitation, failure of the client to comply with the provisions of this agreement; failure of the Client to provide necessary information and/or documentation necessary to complete the project; deterioration of working relationship of the parties to the extent it impedes project effectiveness; inability of the parties to re-negotiate the terms of this Agreement according to the provisions contained herein; and failure of Client to bring current accounts 60 days in arrears. Client agrees to pay for all work, according to the records of the Consultant, which are kept on an hourly basis, up to the time Stop Work Order is executed. By signing this contract, the Client understands that property is subject to have a lien filed against it by the Consultant if payment is not received in full within the timeframe outlined herein.

Attorney's Fees

In the event that any party of this executed Proposal Letter seeks the assistance of legal counsel to enforce this executed Proposal Letter, or to maintain or defend any cause of action arising out of or related to this executed Proposal Letter, then the prevailing party in such action, demand, arbitration or defense shall be entitled to recover from the other said prevailing party's reasonable attorney's fees incurred, together with costs and expenses.

Retainer

A retainer shall be collected as identified in the proposal letter. Said retainer shall be paid prior to commencement of work and will be applied to the final invoice for services. Costs associated with collection efforts or services will be charged and added to past due accounts on a time and material basis according to the Rate Schedule included at the end of this proposal.

Miscellaneous Fees

The Client shall pay all permit fees, application fees, or any other fee required to obtain the necessary permits.

Instruments of Service

Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this Project. Consultant shall be deemed the author and owner of all Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of the executed Proposal Letter, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of constructing, using, and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this executed Proposal Letter. Any termination of this executed Proposal Letter prior to completion of the Project shall terminate this license. The Client shall not assign, sublicense, pledge or otherwise transfer any license granted herein to another party without prior written agreement of the Consultant. However, the Client shall be permitted to authorize the Contractor, and its subcontractors, materialmen, and suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work.

Interest on overdue accounts

Consultant will bill for services rendered monthly or upon the completion of identified tasks. Client shall pay all fees and costs invoiced by the Consultant upon receipt. If payment is not received within 30 days of the date of billing, the account shall be considered overdue. Interest at the annual rate of 18% will be added to subsequent invoicing for all overdue accrued unpaid amounts at 30 days past due.

Disclosures

It is hereby disclosed that the Consultant may have completed work on neighboring properties, may own or be a partner in the development of neighboring properties and may accept employment in the future from neighboring or competing properties or developers. Further, the consultant may develop and sell properties that will be on the market at the same time as the Client's property. The Consultant may have relationships with various individuals, firms and organizations that have a financial interest in the Client's project or a competing project. Should the Client have any questions about these disclosures or any concerns at all about the Consultant's current or future relationships they should be brought to the attention of the Consultant.



ACCEPTANCE

This represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements regarding such subject matter. This Agreement may be amended or modified only by a written instrument signed by a duly authorized representative of each Party. By signing this contract, the Client understands that property is subject to have a lien filed against it by the Consultant if payment is not received in full within the timeframe outlined herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

APS Survey & Mapping, Inc.

Sam Ward, PLS, CFedS

Accepted by:

Name: _____

Signature: _____

Date: _____

(To move forward with us on your project as outlined in this document, please initial and sign where indicated above, and return to be placed on our schedule.)



HOURLY RATE SCHEDULE

Effective 01/01/2023

Principal Surveyor	\$175/hour
Project/Team Manager	\$145/hour
Supervisory Survey Technician	\$125/hour
Surveying Technician	\$115/hour
GIS Specialist	\$125/hour
CIM/CADD Technician, Lead	\$125/hour
CIM/CADD Technician	\$115/hour
Clerical/Administrative Assistant	\$85/hour
*Survey Party (1-Person)	\$165/hour
*Survey Party (2-Person)	\$215/hour
*Survey Party (3-Person)	\$280/hour
Overtime Requested by Client	1½ times rates shown

Equipment & Fees:

Digital Level & Rods	\$145/day
3D Laser Scanner & Processing System	\$655/day
Single Beam Acquisition System Including: Single Beam Echosounder, GNSS Receiver, Sound Speed Profiler, and Hypack Acquisition PC	\$605/day
Boat	\$395/day
Reproduction Services, Custom Monumentation,	Cost + 20%
Witness Posts	
Overnight & Out of Town Expenses	Current Federal Per Diem & Mileage Rate
Other Expenses (subcontractors, submittal fees, etc.)	Cost + 20%

***Prevailing Wage Projects will be an additional \$70 per hour for all field work.**

Our terms are Due Upon Receipt and subject to a monthly 1.5% (18% annual) finance charge for 30+ days from date of invoice.

