

# Agenda Bill

City Council Regular Meeting

November 20, 2018



<b>SUBJECT:</b>	Consultant Services Contract Award: Big Rock Park – Site B, Phase I Improvements Planning and Design, KPG Interdisciplinary Design		
<b>DATE SUBMITTED:</b>	November 09, 2018		
<b>DEPARTMENT:</b>	Parks & Recreation		
<b>NEEDED FROM COUNCIL:</b>	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
<b>RECOMMENDATION:</b>	Authorize the City Manager to execute a contract with KPG Interdisciplinary Design for planning and design services for Big Rock Park – Site B, Phase I Improvements.		
<b>EXHIBITS:</b>	<a href="#">1. Exhibit 1 - Preliminary Design Site Plan</a> <a href="#">2. Exhibit 2 - Consultant Services Contract, KPG</a> <a href="#">3. Exhibit 3 - 10/01/18 Study Session Answers to City Council Questions Related to Phase I Improvements</a>		
<b>BUDGET:</b>			
<b>Total dollar amount</b>	\$253,000	<input checked="" type="checkbox"/>	<b>Approved in budget</b>
<b>Fund(s)</b>	Parks Capital Improvement Fund	<input type="checkbox"/>	<b>Budget reallocation required</b>
		<input type="checkbox"/>	<b>No budgetary impact</b>
<b>WORK PLAN FOCUS AREAS:</b>			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

## NEEDED FROM COUNCIL:

Shall the City direct the City Manager to execute a contract with KPG Interdisciplinary Design for planning and design services for Phase I Improvements at Big Rock Park – Site B?

## KEY FACTS AND INFORMATION SUMMARY:

### Summary:

This is a contract with KPG Interdisciplinary Design to provide planning and design services for the Big Rock Park – Site B, Phase I Improvements project. Phase I improvements will consist of a diverse set of

improvements necessary to open the site to the public. These include vehicular and pedestrian circulation, construction of a new parking lot, a new restroom building, possible renovations to the existing tree house, modifications to existing utilities, landscaping and irrigation, and associated site improvements for Big Rock Park. In addition, the project scope includes right-of-way improvements along 220th Avenue SE and 221st Avenue SE.

In March 2018, a Request for Proposals (RFP) was published for consultant services for phase I improvements. A total of three firms responded. Staff evaluated the statements of qualifications received, based on criteria outlined in the RFP and invited one firm to interview on May 4, 2018. The interview lasted for an hour and included an introduction of the firm, a presentation given by the design team and an opportunity to address the interview panel's questions. At the conclusion of the interview, the firm's performance was discussed. Based on the quality of previous planning and design work with projects of similar nature, the experience and qualifications of their staff, KPG Interdisciplinary Design was selected for the project.

The scope of work includes design development, permit coordination, preparation of construction drawings and bidding materials. KPG is an interdisciplinary design firm that specializes in municipal projects. KPG Interdisciplinary Design will coordinate and oversee their in-house design team consisting of landscape architects, architects, a civil engineer and cost estimator, as well as sub consultants with supporting roles for mechanical/electrical engineering, structural engineering and permitting.

#### **Feasibility Study & Revised Scope of Work:**

Due to the complexity of this project, it became evident that several components required additional investigation and review prior to moving forward with design development. Therefore, a small contract was executed with KPG Interdisciplinary Design to resolve a selection of components and prepare a preliminary design to present to City Council for direction.

The preliminary design and associated project costs were reviewed and discussed with City Council at the October 1, 2018 Study Session. A summary of the proposed additional costs and subsequent staff recommendations based on feedback received, are included below:

#### ADA Ramp to Existing Treehouse:

- **Summary:** a treehouse to be built by Mary Pigott was identified on Site B during the master plan process. A significant treehouse was constructed before the property was donated to the City and is currently only accessible via stairs. As part of the site improvements and opening the park to the public, the City has an opportunity to provide universal access to the treehouse with the removal of the existing staircase and replacement with an ADA ramp.
- **Recommendation:** proceed with the design of an ADA ramp to the treehouse and include as a bid alternate during the bidding process. Council may defer whether to proceed with the ADA ramp until a construction contract is awarded and construction costs are available.

#### New Maintenance Building:

- **Summary:** a structural conditions assessment was completed to determine the feasibility of the existing garage potentially being used for maintenance storage. The anticipated magnitude of repairs and associated costs are extensive and only increase the structure's lifespan for 5 to 10

years. As a result, staff proposed to demolish the existing garage and replace with a new structure that has a similar footprint.

- **Recommendation:** Council directed staff to evaluate the feasibility of Site A's existing barn being used for maintenance storage, instead of constructing a new maintenance building on Site B. With that, a new maintenance building on Site B has been removed from the project costs.

#### Reard-Freed House Utility Connections:

- **Summary:** City Council allocated funds to the Sammamish Heritage Society (SHS) to prepare architectural drawings for the exterior of the house addition. This addition will require a connection to potable water and the new septic system to accommodate a kitchen and restroom. Additionally, the SHS installed plumbing on the second floor of the house for a restroom, that will also require a connection to the new septic system. These utility connections were not anticipated in the master plan and were therefore not included in the original cost estimate.
- **Recommendation:** although the timeline for completion of improvements to the Reard-Freed House is unknown at this time, stub outs for utilities will be included in the design and in the base costs for the project, to avoid trenching through new improvements in the future.

#### Allowance for Trail Restoration:

- **Summary:** there is an extensive trail network at Site B, a majority of which is in the northern portion of the property. Trail removal is not identified in this initial phase of improvements. However, staff requested an allowance to decommission and restore a portion of trails that were identified as being removed in the master plan, complete trail maintenance work on remaining trails, and replace an existing wetland boardwalk and elevated pathway.
- **Recommendation:** proceed only with the design of the wetland boardwalk and include as a bid alternate during the bidding process. Council may defer whether to proceed with the boardwalk until a construction contract is awarded and construction costs are available. Minimal trail removal will be completed internally by parks maintenance staff and volunteer work parties.

Through this feasibility study, the aforementioned components have been resolved and the project is ready to move forward with a contract for full planning and design services for Phase I Improvements at Big Rock Park – Site B.

#### **Timeline:**

- Feasibility: Summer - Fall 2018
- Design, Construction Documents & Permitting: Fall 2018 – Winter 2019
- Bidding & Council Award: Spring 2020
- Construction: Spring – late Fall 2020

#### **Project Background:**

In 2010, Mary Pigott gifted three parcels located in the center of the City (Site A, B and C) totaling 51 acres to the City of Sammamish as part of a phased land donation agreement. The agreement between Ms. Pigott and the City states that the properties will be used as a park, now called Big Rock Park, for the benefit of the community. The City and Ms. Pigott envision a park facilitating a variety of low impact active and passive activities that may include nature trails, open space and passive sports

meadows. A comprehensive background of the three parcels, the master plan for Site A and B, and the Reard-Freed House was presented at the October 1, 2018 City Council Study Session and can be reviewed [here](#).

**2018 Parks & Recreation Open Space (PRO) Plan Summary:**

Site B was not donated to the City until 2017. Therefore, Phase I Improvements were not included in the 2016-2022 Parks CIP. The 2018 PRO Plan, adopted by City Council in February 2018, outlined project priorities in the Parks Capital Improvement Plan (CIP) for 2018-2023. The Parks CIP identified Phase I Improvements at Site B as the second highest priority. This is the only scheduled construction project identified in the Parks CIP through 2020.

**FINANCIAL IMPACT:**

The total authorization amount requested for this contract is not to exceed \$253,000. This includes a contract with KPG Interdisciplinary Design in the amount of \$230,000. The remaining authorized amount of \$23,000 will cover additional services (if needed) for phase I design.

The Parks, Recreation & Open Space (PRO) Plan was adopted in February 2018 and allocated \$200,000 in the Parks CIP budget for 2018 and \$2,000,000 for 2019, for the Big Rock Park Site B, Phase I Improvements.

**Overall Project Costs:**

Staff presented the preliminary design and associated project costs at the October 1, 2018 City Council Study Session. At that time, the total anticipated project costs were \$3,831,200. Based on feedback from City Council on the inclusion of a selection of optional amenities, staff revised project costs to remove the construction of a new maintenance building and reduce the allowance for trail restoration. As a result, the revised estimated costs are now at \$3,384,200, about half a million less than previously projected.

The total project costs include construction costs, applicable taxes, utility connection fees, contingencies and soft costs. Although the estimated costs exceed the current budget, there are sufficient funds within the Parks Capital Improvement Fund to support the proposed project from projects that are lower in priority and not likely to be completed in the next biennial budget. For example, a total of \$1,675,000 is available from the East Sammamish Park Playground and Parking Improvements Project, which has been placed on hold because of the Margaret Mead Elementary School rebuild.

The following tables are separated between costs that are required for this initial phase of improvements and optional amenities that City Council may elect to not incorporate or delay as part of a later phase of improvements:

**Preliminary Project Costs:**

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Phase I Base Costs:	\$1,400,000
Right-of-Way Improvements:	\$530,000
WSST (10%)*:	\$140,000
Utility Connection Fees:	\$81,000

Contingency (20%):	\$402,200
Soft Costs (30%)**:	\$579,000
<b>Subtotal</b>	<b>\$3,132,200</b>

**Optional Additional Costs:**

Treehouse ADA Ramp:	\$81,000
Maintenance Building:	\$0
Rear-Freed House Utility Connections:	\$121,000
Allowance for Trail Restoration:	\$50,000
<b>Total Anticipated Project Costs</b>	<b>\$3,384,200</b>

*\*Work in the right-of-way and utility connection fees are not subject to WSST*

*\*\*Soft costs are inclusive of all design, engineering, construction administration, survey, inspection & report fees*

**OTHER ALTERNATIVES CONSIDERED:**

Alternative #1: City Council may choose not to approve the design contract and postpone phase I improvements. The park will remain closed to the public until the required improvements are completed. The costs for these required improvements will continue to increase annually by approximately 5%. Costs will continue to be incurred for maintenance to site amenities such as the treehouse.

Alternative #2: City Council may defer the inclusion of any or all the additional amenities and related costs to a later phase.

**RELATED CITY GOALS, POLICIES, AND MASTER PLANS:**

Work under this contract is outlined in the following documents:

- [Big Rock Park Master Plan](#), adopted by City Council in July 2014
- [Parks & Recreation Open Space \(PRO\) Plan](#), adopted by City Council in February 2018

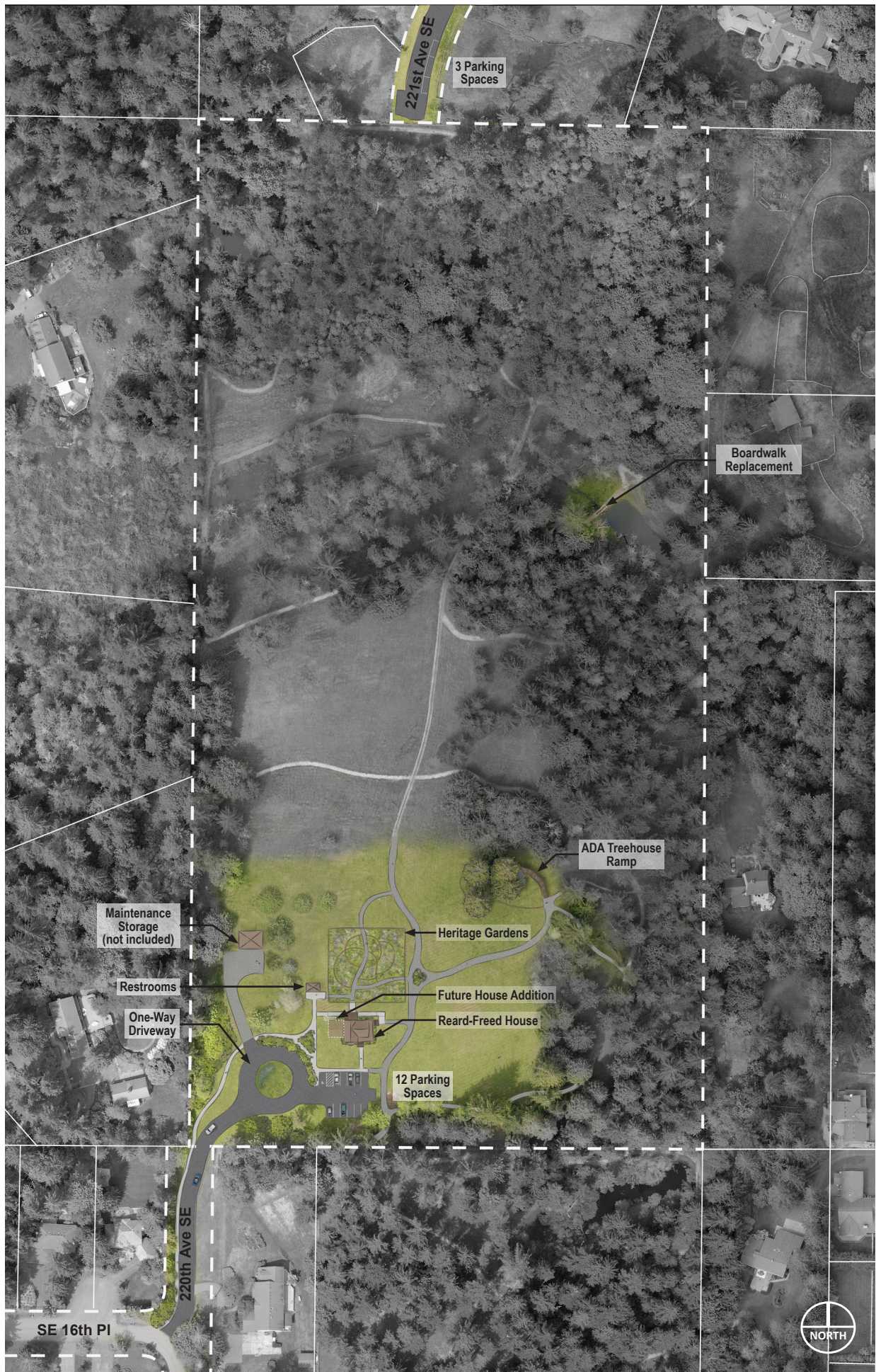


Exhibit 1 - Site B Preliminary Design



CONTRACT NUMBER

801 228<sup>th</sup> Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.ci.sammamish.us

**AGREEMENT FOR SERVICES**

	Yes	No	
Insurance Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If Yes – See Paragraph 6

**This Agreement** is made and entered, by and between the City of Sammamish, Washington, a Washington municipal corporation, hereinafter referred to as the "City," and

Consultant Name: KPG Interdisciplinary Design hereinafter referred to as the "Consultant."

Project Description: Big Rock Park Site B, Phase I Improvements

Commencing: November 20, 2018

Terminating: December 31, 2020

WHEREAS, the City desires to have certain services performed for its citizens; and  
 WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;  
 NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.
2. **Contract Documents.** The Agreement consists of the following documents, which are all incorporated by reference:
  - a) This Agreement and all exhibits attached thereto;
  - b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
  - c) The submitted project quote, bid or proposal
  - d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
  - e) W-9 Request for Taxpayer Identification #
  - f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
3. **Payment.** The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

<b><u>The City shall pay the Consultant:</u></b>	Fill in applicable method of payment	
	YES	NO
According to the rates set forth in "Exhibit A"	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$229,496.70	
Other (ex. Hourly):	\$	



3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, [ap@sammamish.us](mailto:ap@sammamish.us) for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered with ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

#### **4. Termination**

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

4.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

#### **5. Indemnification/Hold Harmless.**

5.1 Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

5.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.





5.3 It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**6. Insurance.** (If applicable) The Consultant shall procure and maintain insurance as required in this section, without interruption from commencement of the Consultant's work through the term of the Contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

**6.1 No Limitation.** Consultant's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity

**6.2 Minimum Scope of Insurance.** Consultant required insurance shall be of the types and coverage as stated below:

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#).
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the Consultant's profession.

**6.3 Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- a) Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
- b) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
- c) Worker's Compensation insurance at the limits established by the State of Washington.
- d) Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**6.4 Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**6.5 Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

**6.6 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**6.7 Verification of Coverage.** Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.



**6.8 Notice of Cancellation.** The Consultant shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**6.9 Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

**7. Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

**8. Non-Discrimination.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**9. Non-Endorsement:** As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**10. Non-Collusion:** By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

**11. Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits or taxes owed by the Consultant by reason of this Agreement. The Consultant shall indemnify and hold the City, its officers, agents, and employees harmless against all liability and costs resulting from the Consultant's failure to pay any compensation, wages, benefits or taxes.

**12. Waiver.** Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

**13. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**14. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

**15. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**16. Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.



**17. Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**18. Record Keeping and Reporting.**

- 18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)
- 18.2 The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.
- 18.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.
- 18.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.
- 18.5 The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- 18.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**19. Ownership of Documents** On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.



**20. Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 295-0500

Project Manager: Monica Thompson

Email: mthompson@sammamish.us

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

Company Name: KPG Interdisciplinary Design  
Contact Name: Liz Gibson  
Street Address: 3131 Elliott Ave Suite 400, Seattle, WA 98121  
Phone Number: 206-286-1640  
Email: Liz@kpg.com

**21. Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

**22. Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

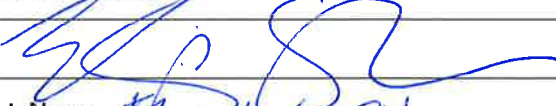


By signing below, you agree to all the terms and conditions herein.

**CITY OF SAMMAMISH, WASHINGTON:**

By:	Date:
Print Name:	Title:

**CONSULTANT:**

By: 	Date: 11/8/2013
Print Name: Elizabeth Gibson	Title: Principal Landscape Architect

**ATTEST/AUTHENTICATED:**

By:	Date:
Print Name:	City Clerk

**APPROVED TO AS FORM:**

By:	Date:
Print Name:	City Attorney

City of Sammamish  
Big Rock Park, Site B Phase I Final Design Improvements

**Exhibit A – Scope of Work**

November 7th, 2018

**Project Description and Background**

The City of Sammamish proposes improvements to Site B of Big Rock Park, necessary to open the site to the public. The 20-acre site was gifted and transferred to the City in January 2017, and includes dense forest cover, meandering trails and open meadows. There are existing buildings on-site including a single family home, detached garage, sauna, the historic Reard Freed House and a custom-built tree house. The City desires to carry forth the vision laid out in the Big Rock Park Master Plan and completed 10% design, to facilitate access to low impact passive activities throughout Site B.

The City has identified the following tasks associated with Site B, Phase 1 Final Design Improvements:

Physical Improvements

- Right-of-way entry drive improvements along 220<sup>th</sup> Avenue SE, per discussions with the City of Sammamish Public Works, August 2018
- Right-of-way and parking improvements at 221<sup>st</sup> Avenue SE, per discussions with the City of Sammamish Public Works, August 2018
- Vehicular circulation and driveway access within the site
- Pedestrian circulation and ADA accessibility between the Reard-Freed House, prefabricated restroom and treehouse
- Trail/pathway relocation and enhancements for accessibility
- Parking lot construction (12 stalls)
- New prefabricated restroom building
- Demolition of existing garage structure – To Be Determined
- Demolition of existing caretakers' house
- Demolition of existing sauna/ building
- Installation of new septic system and decommission of existing tank associated with existing septic field
- Utilities
  - Connect to existing water at 220th Ave SE
  - Provide (2) ¾" water meters, one domestic and one irrigation service
  - Electrical service to a new prefabricated restroom
  - Electrical service to Reard-Freed house
  - Water service stub out to Reard-Freed House
  - Septic connection stub out to the Reard-Freed House
  - Conduit for future electrical service to the tree house
- Landscaping (including Heritage Garden), buffer areas, ornamental plantings around entry areas, restoration planting as required
- Irrigation for plant establishment in property buffer planting areas
- Irrigation for ornamental plantings and Heritage Garden area
- Site furnishings
- ADA access ramp to existing tree house
- Modifications to existing tree house for accessibility
- Wetland/Stream crossing boardwalk replacement with railing

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**ASSUMPTIONS**

- Park improvements will be reflective of the vision and layout shown in the Big Rock Final Master Plan for Site B, dated July 2014, and the 10% conceptual site plan, dated August 2018.
- Scope of this work is through Bid Documents, permitting, and bid phase assistance.
- Scope of work does not include Construction Administration for the Park Site Improvements.
- Currently, there are no Federal Funding Grants attached to the Park Project.
- The following permits will be required for submittal, supporting documents will be provided by the Consultant as necessary for each associated permit (i.e. site plan, architectural, structural, electrical calculations, drainage report (TIR) etc.). The City of Sammamish shall assist with submittal of all City of Sammamish and Sammamish Plateau Water permitting documents. Septic field permitting shall be coordinated with the King County Department of Health by KPG's subconsultant for the septic field installation and tank decommissionion.
  - Land Use Application (City of Sammamish)
    - Commercial Site Development Permit
    - SEPA Checklist
  - Building Permit (City of Sammamish)
    - Separate permits are required each for the prefabricated restroom, boardwalk replacement structure, tree house ramp and alterations, and ramp access to the Reard-Freed House
    - Electrical calculations for prefabricated restroom structure and Reard-Freed House (City of Sammamish)
  - Site Electrical Permit (City of Sammamish)
  - Mechanical/Plumbing permits, if required pre-construction, for prefabricated restroom structure and Reard-Freed House stub outs (City of Sammamish)
  - Demolition Permit (City of Sammamish)
  - Clearing and Grading Permit/Site Development Permit (City of Sammamish)
  - Drainage Review (City of Sammamish)
  - ROW Use Permit (City of Sammamish)
- Water and septic field permitting and installation shall be in accordance with Sammamish Plateau Water and King County Department of Health.
- Notice of intent for decommissioning a well will be filed with the Department of Ecology, by the City of Sammamish. The well will be decommissioned in compliance with Washington Administrative Code (WAC) 173-160-381, standards for decommissioning a (water) well by a licensed driller, under a separate contract than the site improvements. The Consultant will provide support documents for well decommissioning notes, plans and details, if needed for application.
- Storm drainage & infiltration for the project will follow current code as required by Sammamish Addendum to the 2016 King County Surface Water Design Manual.
- Site work and grading will be limited to the project area identified on grading plans and as allowed by Zoning code.
- All environmental permitting requirements associated with the replacement of the boardwalk structure will be provided by the City of Sammamish.

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- Power, water and cable utilities are available adjacent to the site. No fire hydrant will be required per Eastside Fire & Rescue.
- Project documentation will be provided as digital .pdf documents, unless elements are required to be printed, such as a building permit submittal.
- Project work will be produced using KPG CAD standards in AutoCAD 2017 or newer.
- Project deliverables for progress and final submittals to the City will be in KPG CAD standards including City of Sammamish project title blocks, half-size 50% scale 11-inch by 17-inch, PDF electronic copies. Full size 32x24 paper and/or electronic copies will be submitted for permits as required.
- At the end of the project, documents will be submitted to the City for records, in the format they were created in, i.e. AutoCAD for drawings, Word for specifications and Excel for cost estimates.
- Project specifications will be based on WSDOT / APWA standard specifications, current edition.
- Prefabricated Restroom will be procured as Owner provided pre-engineered structure and outfitted to meet project design plans and specifications.
- The project will be publicly bid and construction work will be performed by the successful bidder.
- Design work for all programmed buildings and site elements shall be completed concurrently. It is assumed the Consultant will provide “Bid Ready” documents and the City may elect to delay the construction of one or more elements after completion of bid documentation in order to meet construction schedule and budget criteria.
- The Consultant will set-up and maintain the project .ftp site for the project team.

**PROVIDED BY KPG**

- Traffic Impact Analysis (scope to be confirmed with City Traffic Engineer, based on Appendix E of 2016 Public Works Standards)
- Site demolition design (removal of buildings and other site elements required for improvements)
- Storm drainage and conveyance design (including Low Impact Design features)
- Drainage Report (Technical Information Report)
- Utility connection design:
  - Connection to existing water at 220th Ave SE
  - (2) ¾” water meters, one domestic and one irrigation service
  - Water service stub out to Reard-Freed House
  - Septic connection stub out to the Reard-Freed House
  - Septic connection to Prefabricated Restroom
  - Conduit for future electrical service to the tree house
- Electrical design for site lighting, service to Reard-Freed House and prefabricated restroom facility
- Architectural, mechanical, plumbing and electrical design for prefabricated restroom
- Architectural design for ramp and deck access to the Reard-Freed House and tree house ramp.
- Septic Design (by KPG subconsultant)
- Water connection (s) design for prefabricated restroom and stub out to Reard-Freed House
- Structural Design for access ramp to tree house, Reard-Freed House, footings for prefabricated restroom, and replacement boardwalk and railing attachments.
- Preparation of construction documents for permits



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- Site Improvement Design (pavement connections, parking lot, trail improvements, boardwalk replacement)
- ROW Improvements, including 220<sup>th</sup> and 221<sup>st</sup>.
- Landscape Site, Planting and Irrigation Design
- Coordination with Utilities Agencies (Sammamish Plateau Water, Eastside Fire & Rescue, Puget Sound Energy, Cable/IT, etc.)

**PROVIDED BY THE CITY**

The City will provide or obtain the following items:

- Topographic Survey for Site B, provided by the City in July 2018  
Additional survey and utility locates if needed, will be provided by the City in AutoCAD format with surfaces integrated with the previously provided survey basemaps. Examples of possible supplemental survey needs include: utility connections, roadway features, slopes, etc.
- GIS data on existing utilities and other available information
- City General Special Provisions in word document format
- Wetland Delineation for impacted areas, provided by the City in report for Site B, dated July 2018, and adjoining Site C, dated March 2018
- On-call consulting assistance for arborist, if required, for evaluation of trees to be saved within the construction limits
- On-call consulting assistance for environmental services, if required
- On-call consulting assistance for geotechnical
- Permitting coordination and submission, for all City of Sammamish and Sammamish Plateau Water permitting documents
- SEPA checklist will be completed by the City with supplemental information from the Consultant
- HPA permit will be completed by the City with supplemental information from the Consultant
- Decommissioning of water well with supplemental information from the Consultant, if required
- Submittal reviews, comments, and approvals (1 to 2 sets of consolidated comments per submittal)
- Meeting room arrangements

**SCOPE EXCLUSIONS**

The following are excluded from this Scope of Work. At written City request, the Consultant may provide the following services as an amendment to the contract, the fees for services will be drawn from the Project Management Reserve or, if expended, other funding source identified by the City.

- Survey and utilities locate services.
- See assumptions under each task.

**TASK 1 - MANAGEMENT/ADMINISTRATION/COORDINATION**

**Task 1 Objective:** Management of project team throughout the duration of the project, coordination with project owner, coordination with project team, development and maintenance of project schedule, development of invoices. Consultant will attend up to (6) meetings with City Staff for project review and

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coordination, either in person or teleconferencing as necessary and up to two(2) site visits as necessary to complete design work. The Consultant will provide internal quality assurance/quality control (QA/QC) reviews of all work products prior to submittal for City review.

**Task 1 Work Elements**

- 1.01 Project Management
- 1.02 Monthly Progress Reports and Invoicing
- 1.03 Project Schedule
- 1.04 Project QA/QC
- 1.05 Project coordination meetings and site visits, up to ten (10).

**Task 1 Deliverables:**

- Project schedule and updates at Client request.
- Monthly progress reports including invoices, emailed.
- Meeting agendas and minutes, including summary of decisions made/needed resulting from design coordination meeting.

**Task 1 Assumptions:**

- The Consultant will provide timely and immediate notification of any work items or project developments constituting a change to the written scope of work and fee budget estimate and schedule.
- All regular project meetings, workshops, and site visits will be conducted by the Prime Consultant Project Manager or discipline specific Project Manager.
- Design tasks are estimated to be up to 12 months, through 2019. Bid support may continue through spring of 2020.

**TASK 2 - 45% DESIGN**

**Task 2 Objective:** The Consultant shall provide 45% plans, details, outline specifications, cutsheets and cost estimate, for City review, and traffic impact analysis. Project coordination between consultant disciplines will occur prior to City review. Consultant will provide SEPA checklist support and information as necessary for City. Plans will be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project specific details as required. Plan information will include:

- Cover Sheet
- Drawing Index and Abbreviations
- Limits of construction
- Site Preparation Plan
- Temporary Erosion and Sediment Control (TESC) Plan
- Stormwater Pollution Prevention Control Plan (City standard template available)
- Demolition Plan
- Preliminary Grading Plans (1"=20') including contours and proposed spot elevations
- Site Plan Layout

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- Site Civil Plan Layout for Parking Lot, Park Access Drive (220<sup>th</sup> Ave SE) and 221<sup>st</sup> Ave SE Parking Improvements
- Site Civil Details
- Storm Drainage Layout (No profiles)
- Utilities Plan (No profile)
- Site Landscape Details (included preliminary boardwalk and railing details)
- Site Landscape Layout Plan
- Planting Plan (preliminary plant schedule)
- Planting Details
- Irrigation Plan (preliminary head layout and POC information)
- Irrigation Schedule and notes (preliminary)
- Site Electrical Layout (No wiring diagram)
- Architectural Plans, General Notes, Elevations and Material Selections using Preferred Vendor Product Lines for the Prefabricated Restroom.
- Mechanical/Plumbing Plan, General Notes and Details for Prefabricated Restroom and stub-out connection for the Reard-Freed House
- Electrical Plan, General Notes and Details for Prefabricated Restroom and service for the Reard-Freed House.
- Treehouse Ramp Plans, General Notes, Elevations, and Details
- Treehouse Proposed Accessibility Improvements Notations
- Access Deck and Ramp Plans and Elevations for the Reard-Freed house.
- Structural Preliminary Notes, Plans, and Details for Prefabricated Restroom, Treehouse Ramp, Access Ramp and Deck for Reard Freed House, and Boardwalk.
- Completed Septic Field Plans, Notes and Details.

**Task 2 Work Elements:**

- 2.01 Landscape Architecture. Prepare plans and details for site elements (paving, pathway, fencing, benches, trash receptacles, water fountain, boardwalk/railing replacement etc.), landscaping, irrigation, cost estimate and outline specifications.
- 2.02 Architecture. Prepare prefabricated restroom, Reard Freed House ramp and deck access, treehouse ramp access plans, details, cost estimate and outline specifications. Provide septic design Engineer with general project information for King County health septic permit submittals.
- 2.03 Civil Engineering. Prepare site plans, details, cost estimate and outline specifications.
- 2.04 Site Electrical/Lighting. Prepare plans, cost estimate and outline specifications.
- 2.05 Structural Engineering. Schematic foundation and footing design, for prefabricated restroom building, Reard Freed House access ramp and deck, tree house access ramp, and boardwalk structure.
- 2.06 Building Electrical. Prepare plans, cost estimate and outline specifications for prefabricated restroom, and service connection to Reard-Freed House.
- 2.07 Septic Design. Prepare plans, cost estimate and specifications for separate septic field construction package.

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- 2.08 Mechanical/Plumbing. Prepare plans, cost estimate and outline specifications for prefabricated restroom building, and stub-out septic connections for future restroom/kitchen facilities at the Reard-Freed House.
- 2.09 The Consultant shall prepare a cost estimate of the overall project costs which reflects the 45% Design review submittal.
- 2.10 The Consultant shall prepare a Traffic Impact Analysis, as required by the City Public Works Department, in order to identify transportation neighborhood circulation, impacts and mitigation measures related to the development of Site B. This will include preparation of the scoping memorandum, collection of traffic count data, analysis of roadway and intersection impacts and preparation of a Traffic Impact Analysis report. The scope assumes the analysis of a maximum 3 of intersections for a single peak hour, to be confirmed by the City Traffic Engineer.

**Task 2 Meetings:**

- Regular bi-weekly team teleconferences, email and phone communication and coordination.
- Assume one (1) meeting with City Public Works Department to determine the scope of the traffic impact analysis report.
- Assume (1) meeting with Sammamish Water Plateau for pre-design review

**Task 2 Deliverables:**

- 45% coordination and review deliverables include: cost estimate, outline specifications, in-progress drawing set.
- Memorandum and graphics as required to determine the scope for the Traffic Impact Analysis.
- Draft and Final Traffic Impact Analysis Report.

**Task 2 Assumptions:**

- The City will provide formal review comments of a consolidated 45% in-progress drawing set and specifications.
- All comments received during the submittal review will be addressed on the next submittal.
- Project management is part of Task 1.

**TASK 3 - PERMIT SUBMITTALS AND COORDINATION**

**Task 3 Objective:** The consultant shall provide submittal materials and coordination between consultant disciplines and the City of Sammamish for permit applications. This task also includes up to four (4) meetings for building permit pre-submittal meetings and building permit submittal meetings. Permit submittals shall include:

- Land and Use Application (City of Sammamish)
  - Commercial Site Development Permit
  - SEPA Checklist
    - City of Sammamish shall complete the SEPA checklist with supplemental information from CONSULTANT
- Building Permit (City of Sammamish)

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- Separate permits are required each for the prefabricated restroom, tree house ramp and alterations, and ramp access to the Reard-Freed House
- One site plan shall be used to identify permit areas under each associated permit application.
- Includes structural calculations, architectural drawings as necessary for each associated permit application
- Electrical calculations (lighting budget) for prefabricated restroom structure and service connection to Reard-Freed House (City of Sammamish)
- Mechanical/Plumbing permits for prefabricated restroom structure and Reard-Freed House stub outs (City of Sammamish), if required pre-construction.
- Demolition Permit (City of Sammamish) – template only, to be completed by the Contractor
- Tree Removal Permit
- Clearing and Grading Permit/Site Development Permit (City of Sammamish)
- Drainage Review (City of Sammamish)
  - Including Drainage Report (TIR)
- Sammamish Plateau Water coordination (Sammamish Plateau Water)
- ROW Use Permit (City of Sammamish)
  - Contractor submitted prior to construction
- Construction Stormwater General Permit (CSGP), shall be at time of bid.

**Task 3 Work Elements**

- 3.01 Permit Plans, Documents, Support and Coordination, in conjunction with 45% and 90% submittal packages.

**Task 3 Meetings:**

- Up to four (4) meetings for pre-permitting and permit submittal meetings,

**Task 3 Deliverables:**

- Stamped, signed building permit documents labeled as required by the Authority Having Jurisdiction, typically 'Permit Documents' or 'For Permit' and building permit application.
- Permit applications and supporting documentation.

**Task 3 Assumptions:**

- Consultant shall provide drawings and calculations suitable for permit review and assist with application documentation.
- Members of the consultant team do not need to be present for building permit intake submittal, the City will deliver permits for intake.
- City Building Permit Review is assumed to be 60-days total duration including weekends, from intake of permit documentation, further time for review and permit may affect project schedule.
- Building permits typically procured during construction such as plumbing, HVAC, or electrical permits will be by selected General Contractor after Bid.

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- If the Authority having jurisdiction adopts a newer building code than is assumed prior to building permit submittal, work to review and adjust project documentation may be negotiated as an amendment to this contract.
- The Prefabricated restroom Building Permit and Professional Stamp of Record will be provided by the City selected Preferred Vendor as part of a separate submittal and stamped/signed drawings, indicating Architect of Record for the prefabricated restroom will not be provided by the Consultant.

**TASK 4 - 90% DESIGN**

**Task 4 Objective:** The consultant shall provide 90% plans, specifications, cost estimate, and drainage report for City review. The consultant shall provide project coordination between consultant disciplines prior to City review. The 90% design documents for Landscape Architecture, Civil, Architecture, and Structural disciplines, not including the Pre-Engineered Building Submittal, shall be coordinated and ready for permit submittals. Plans will be nearly complete for all disciplines in preparation for bid, only non-critical details and bid-related coordination items should remain to be completed following the 90% level. Consultant Team members shall attend regular scheduled meetings and no more than two (2) site visits. It is anticipated that the final design drawings will include the following:

- Cover Sheet
- Drawing Index and Abbreviations
- Existing Conditions & Tree Survey Plan
- Site Preparation Plans
- Temporary Erosion and Sediment Control (TESC) Plans
- Temporary Erosion and Sediment Control (TESC) Notes & Details
- Stormwater Pollution Prevention Control Plan (City Standard Template available)
- BMP Site Plan (City Standard Template available)
- Demolition Plans
- Site Grading Plans
- Tree Removal Plan
- Site Plan for Building Permit
- Site Plan Layout
- Site Civil Details
- Access Roadway Plan and Profile for 220<sup>th</sup>
- Parking Improvements Plan for 221st
- Parking Lot Plan and Finished Grade Elevations
- Roadway and Parking Lot Storm Drainage Layout and Profile
- Utilities Plan (s) and Profile
- Site Landscape Layout Plan
- Site Landscape Details
- Boardwalk Replacement Structural Details
- Tree Replacement and Planting Plan and Details
- Irrigation Plan and Details
- Site Electrical Layout

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- Site Electrical Details
- Reard Freed House Access Ramp and Deck Code Notes, General Notes, Plans, Elevations, and Details
- Reard Freed House Septic Stub Out (may be included with Site Utility)
- Prefabricated Restroom Architectural Code Notes, Plans, and Elevations
- Prefabricated Restroom Electrical Notes, Plans, and Details
- Prefabricated Restroom Mechanical/Plumbing Notes, Plans, and Details
- Treehouse Ramp Architectural Code Notes, General Notes, Plans, Elevations
- Treehouse Ramp Architectural Sections and Details
- Treehouse Accessibility Modifications Plan and Notes
- Treehouse Structural Plans, Notes and Details

**Task 4 Work Elements**

- 4.01 Landscape Architecture. Prepare plans, specifications and cost estimate for City review, prepare plans in support of grading and building permits. Prepare Final Site Programming and Landscape Elements Document.
- 4.02 Architecture. Prepare plans, specifications and cost estimate for City review. Prepare plans in support of building permit.
- 4.03 Civil Engineering. Prepare plans, specifications and cost estimate for City review, prepare plans in support of grading and building permits, prepare drainage report.
- 4.04 Site Electrical/Lighting. Prepare plans, specifications and cost estimate for City review, prepare plans in support of grading and building permits.
- 4.05 Structural Engineering. Prepare plans, specifications and cost estimate for City review and building permit. Including: Foundation design for premanufactured prefabricated restroom, foundation design and structural design and support for Tree House access ramp, Access Ramp and deck for the Reard-Freed House, structural support for boardwalk replacement. Prepare structural related building permit submittal.
- 4.06 Building Electrical. Prepare plans, specifications and cost estimate for Consultant coordination and City review. Prepare lighting budget calculations for permit submittal.
- 4.07 Mechanical/Plumbing Design. Prepare plans, specifications and cost estimate for Consultant coordination and City review. Prepare plans in support of permit submittal
- 4.08 The Consultant shall prepare a cost estimate of the overall project costs, including separate schedules for ROW, park improvements and any additive alternates, which reflects the 90% Design review submittal.

**Task 4 Meetings:**

- Regular bi-weekly team teleconferences, email and phone communication and coordination.

**Task 4 Deliverables:**

- 90% coordination and review deliverables include: cost estimate, specifications nearly ready for bid, in-progress drawing set.

**Task 4 Assumptions:**

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- No design changes will be made following this task with the exception of notations and coordination to comply with building permit officials.
- The City will provide formal review comments of a consolidated 90% in-progress drawing set and specifications.
- All comments (including one round of permit comments) received during the submittal review will be addressed on the next submittal.
- Final Bid Documents may be broken out into up to five (5) additive alternates for the bid process, which will be determined during City review of the 45% documents.

**TASK 5- BID READY DOCUMENTS**

**Task 5 Objective:** Following review of 90% documents by the City, the consultant shall develop the design to the Bid Ready documents and shall submit a completed package of construction documents. A set of “For Bid” documents including plans and specifications will be stamped and signed, ready for bid advertisement.

**Task 5 Work Elements:**

- 5.01 Landscape Architecture. Provide plans, specifications, and cost estimate suitable for advertisement and bid.
- 5.02 Architecture. Provide architectural plans, specifications, and cost estimate suitable for advertisement and bid.
- 5.03 Civil Engineering. Provide site civil and ROW plans, specifications, and cost estimate suitable for advertisement and bid.
- 5.04 Site Electrical/Lighting. Provide plans, specifications, and cost estimate suitable for advertisement and bid.
- 5.05 Structural Engineering. Provide plans, specifications, and cost estimate suitable for advertisement and bid.
- 5.06 Building Electrical. Provide plans, specifications, and cost estimate suitable for advertisement and bid.
- 5.07 Mechanical/Plumbing. Provide plans, specifications, and cost estimate suitable for advertisement and bid.
- 5.08 The Consultant shall prepare a cost estimate of the overall project costs which reflects the Bid Document submittal.

**Task 5 Meetings:**

- Regular bi-weekly team teleconferences, email and phone communication and coordination.

**Task 5 Deliverables:**

- Digital pdf format copy of Bid Documents for final city review
- Stamped, signed bid-ready drawings, specifications labeled ‘For Construction’ in digital pdf format.
- Bid Item Cost Estimate

**Task 5 Assumptions:**



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- City final review or comments will be limited to ensuring 90% comments were included, and any other minor redlines required for submittal of the bid ready package.
- Contract drawings shall be sized for printing and delivered to the City in .pdf format.
- The City will finalize Division 01 and General Conditions.
- The City will compile deliverable documentation and provide advertisement of the project.
- Building permits listed in previous tasks will be issued.
- The Prefabricated restroom Building will be procured separately by the City using a Task 2 deliverables and Architectural and Engineering drawings related to the prefabricated restroom will not be included within Task 5 Bid Package.

**TASK 6 - BID PHASE SERVICES**

- **Task 6 Objective:** Bid phase services shall include attending pre-bid meeting, attending bid opening, and other coordination necessary to support the bid phase, including answering bidder questions and updating the bid document package to include addenda issued during the bidding process.

**Task 6 Work Elements:**

- 6.01 Landscape Architecture. Attend pre-bid meeting and bid opening, provide written responses to bidder clarification questions and addenda.
- 6.02 Architecture. Attend pre-bid meeting, provide written responses to bidder clarification questions and addenda.
- 6.03 Civil Engineering. Attend pre-bid meeting, provide written responses to bidder clarification questions and addenda.

**Task 6 Meetings:**

- Attendance at pre-bid walk through and bid opening

**Task 6 Deliverables:**

- Bid addenda as necessary

**Task 6 Assumptions:**

- The Consultant will assist in all bid addenda issued. All bidder clarification questions will be answered and included in addenda issued. Every effort will be made to consolidate the number of addenda issued during the bidding process
- CAD files, if provided for convenience, are not considered to be construction documents and successful bidder will sign a use agreement.

**TASK 7 – PUBLIC MEETINGS**

**Task 7 Objective:** Prepare for and attend public meetings with City Council, the Parks & Recreation Commission and Sammamish Police/Eastside Fire & Rescue.

**Task 7 Work Elements:**

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- 7.01 The Consultant shall prepare for and attend one (1) meeting with City Council and one (1) meeting with Parks & Recreation Commission, to present the proposed site design, access and potential impacts.
- 7.02 The Consultant shall prepare for and attend one (1) meetings with Sammamish Police Department/Eastside Fire & Rescue and City staff.

**Task 7 Meetings:**

- One (1) meeting with City Council
- One (1) meeting with Parks & Recreation Commission
- One (1) meeting with Sammamish Police Department/Eastside Fire & Rescue

**Task 7 Deliverables:**

- Memo for each meeting summarizing meeting decisions/directions
- Presentation Materials
- Content for City web site, verbiage and/or graphics (JPG, PDF or word document), as requested by the City of Sammamish

**Task 7 Assumptions:**

- City shall provide meeting room arrangements

**Additional Services**

The City may require additional services of the Consultant. These Services could include other work tasks not included in the scope of work

The scope of these services will be determined at the sole discretion of the City. At the time these services are required, the Consultant shall provide a detailed scope of work and estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

Work under the management reserve shall not be performed without approval and written authorization by the City.



Form **W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
KPG, P.S.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
3131 ELLIOTT AVE SUITE 400

6 City, state, and ZIP code  
SEATTLE WA 98121

7 List account number(s) here (optional)

Requester's name and address (optional)  
City of Sammamish  
801 220th Ave SE  
Sammamish, WA 98075

Print or type.  
See Specific Instructions on page 3.

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

or

Employer identification number

91-1477622

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [Signature] Date ▶ 11/8/18

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# Memorandum

801 228<sup>th</sup> Avenue SE ▪ Sammamish, WA 98075 ▪ phone: 425-295-0500 ▪ fax: 425-295-0600 ▪ web: [www.sammamish.us](http://www.sammamish.us)

DATE: October 16, 2018

TO: Larry Patterson, Interim City Manager

FROM: Angie Feser, Director of Parks & Recreation

RE: 10/01/18 Study Session - Answers to City Council Questions Related to Big Rock Park – Site B, Phase I Improvements

Staff presented the preliminary design and associated project costs for Big Rock Park – Site B, Phase I Improvements at the October 1, 2018 City Council Study Session. The following answers are provided in response to questions asked by City Council.

1. Could the Tanner house be used for practice for the Fire District? This is one the neighbors will need to be consulted on and they will need to agree.  
*Parks contacted ESFR who evaluated the house and site. The conclusion is that a house burn is not probable due to several reasons, but they could possibly use the house for search and rescue drills.*
2. How much Parks cost can be redirected to this project?  
*There is sufficient funding available in the Parks CIP to support the proposed project by re-allocation of funds from projects that are lower in priority and not likely to be completed. Generally, the estimated \$3.8m will be expended in 2019 and 2020 and there is adequate funding in place to cover the project costs.*

<b>PARKS CIP FUND OVERVIEW</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Beginning Fund Balance	\$17,386,367	\$15,280,367	\$12,561,367
Revenue - anticipated	\$4,894,000	\$4,870,000	\$4,700,000
Expenditures - anticipated	\$7,000,000	\$7,589,000	\$8,856,000
<b>ENDING FUND BALANCE</b>	<b>\$15,280,367</b>	<b>\$12,561,367</b>	<b>\$8,405,367</b>

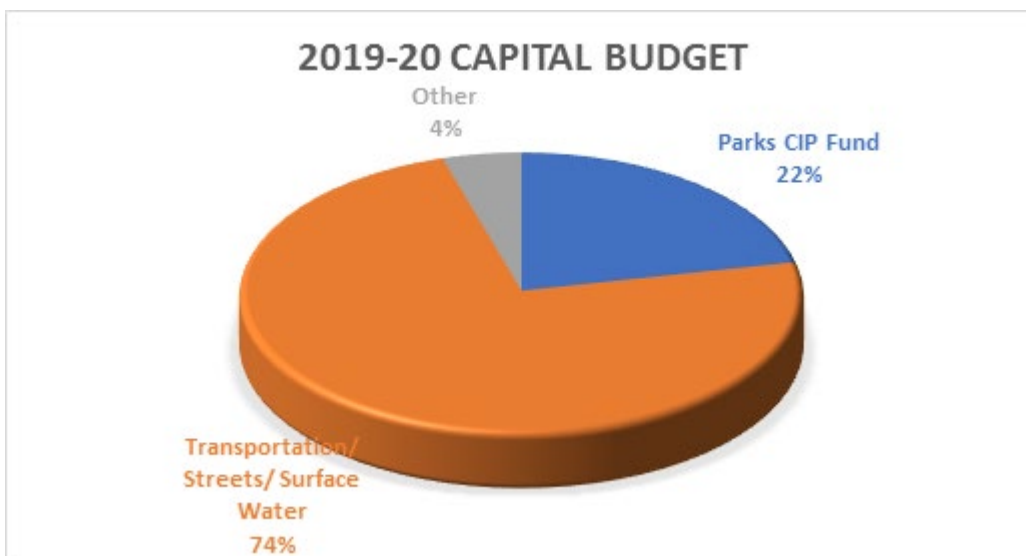
<b>PARKS CIP REVENUE</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Real Estate Excise Tax (REET)	\$3,200,000	\$3,200,000	\$3,200,000
Park Impact Fees	\$1,350,000	\$1,350,000	\$1,350,000
King County 2014-19 Levy Funding	\$160,000	\$120,000	-
King County TDR	-	-	-
Investment Interest	\$150,000	\$150,000	\$150,000
Mitigation Fees	\$34,000	-	-
Anticipated Grants	-	\$50,000	-
<b>(E) TOTAL PARKS CIP REVENUE</b>	<b>\$4,894,000</b>	<b>\$4,870,000</b>	<b>\$4,700,000</b>

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3. How much is the Parks budget to the overall budget? (we were assuming this question was related to capital budget)

**Anticipated Capital Expenditures for the 2019-20 Biennial Budget:**

Total Capital Expenditures	\$75,681,550
Parks Capital	\$16,445,000



4. We should outline the (A) funding being used for this project and (B) how much of these funds cannot be transferred to streets.

*(A) All Parks CIP funds are eligible for use on this project. The City’s policy is to spend restricted amounts first when an expenditure is incurred for which both restricted and unrestricted (assigned) fund balances are available.*

*Restricted funds include:*

- Real Estate Excise Tax (REET)*
- Park Impact fees*
- Park Impact fee interest*
- Transfer Development Rights*
- Woodhaven mitigation fees (one-time occurrence)*
- Historic preservation*



# Memorandum

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*(B) Of these fund sources, only REET may be transferred to streets.*

*After accounting for approximately \$7,000,000 in expenditures for 2018, the anticipated fund balances are as follows:*

	REET*	All other Funds	Year Total
2017 Year-End Fund Balance	-	\$11,810,869	\$11,810,869
2018 Anticipated Revenues	2,200,000	\$1,251,478	\$3,451,478
2019 Anticipated Revenues	3,200,000	\$1,670,000	\$4,870,000
2020 Anticipated Revenues	3,200,000	\$1,500,000	\$4,700,000

*\*No REET funds remaining in 2017 Ending Fund Balance as the restricted funds were used towards the \$6m+ land acquisition.*

- Question regarding maintenance facility on that property.  
*After further internal discussions, it is recommended that a structural assessment of the Big Rock Park, Site A barn on be completed. Currently, the barn is partially fenced and used to store equipment and supplies. The barn includes an area that is fully enclosed and a section that is partially open on one side. If a structural assessment determines that the barn is in sound condition or only needs minor modifications, this structure will provide adequate maintenance storage for Big Rock Park Site A & B. Aside from potential modifications to the structure, there are sections of trail on Site A that will need to be widened to allow access for a gator between properties.*