



City of Tukwila
**Community Services
 and Safety Committee**

- ◆ Mohamed Abdi, Chair
- ◆ Thomas McLeod
- ◆ Tosh Sharp

<u>Distribution:</u>	
M. Abdi	Mayor Ekberg
T. McLeod	D. Cline
T. Sharp	R. Bianchi
C. Delostrinos Johnson	C. O'Flaherty
K. Hougardy	A. Youn
	L. Humphrey

AGENDA

MONDAY, JULY 10, 2023 – 5:30 PM

THIS MEETING WILL BE CONDUCTED BOTH ON-SITE AT TUKWILA CITY HALL AND ALSO VIRTUALLY.

**ON-SITE PRESENCE WILL BE IN THE HAZELNUT CONFERENCE ROOM
 (6200 SOUTHCENTER BOULEVARD)**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS
 MEETING IS: 1-253-292-9750, Access Code 912764861#**

**Click here to: [Join Microsoft Teams Meeting](#)
 For Technical Support during the meeting call: 1-206-433-7155.**

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. Contracts for on-call park planning, design, and project management. <i>Kris Kelly, Parks & Recreation Manager</i>	a. Forward to 7/17 Regular Meeting Consent Agenda.	Pg.1
b. A contract with Axon for additional fleet cameras. <i>Kris Kelly, Parks & Recreation Manager</i>	b. Forward to 7/17 Regular Meeting Consent Agenda.	Pg.31
2. MISCELLANEOUS		

Next Scheduled Meeting: *July 24, 2023*



The City of Tukwila strives to accommodate individuals with disabilities.
 Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee
FROM: Kris Kelly, Parks Manager
BY: David Rosen, Parks & Recreation Fiscal Analyst
DATE: June 29, 2023
SUBJECT: Parks Capital On-Call Services Proposed Contracts

ISSUE

The City of Tukwila’s 2020 Park, Recreation and Open Space Plan (PROS) Plan and 6-year Capital Improvement Plan identify and prioritize numerous repair, renovation, replacement and improvement projects throughout the City’s park system. In order to successfully execute these projects, outside on-call park planning, design and project management is necessary to supplement staff’s time and expertise. A Request for Qualifications (RFQ) for on-call consulting services supporting a variety of projects was recently issued and two firms were selected through an open and competitive process. Staff recommend executing contracts with two Seattle-based firms, GGLO and Otak.

BACKGROUND

Proposed FY23/24 capital projects within the parks and trails system include but are not limited to:

- Park and facility design and master planning
- ADA transition planning
- Comprehensive trails planning
- Design and development of playgrounds, restrooms, and park furnishings and equipment

These projects include scopes of work beyond the in-house expertise of city staff in areas such as landscape design, engineering, planning, community engagement, and feasibility assessments. Two different firms were selected to provide on-demand services due to the breadth and specialization of project needs and services as well as the particular specialties of each firm.

DISCUSSION

Each on-call contract is not to exceed \$250,000 each over their initial two-year terms. Both firms have proven expertise and results in the areas of sustainable design, project management, and community involvement. Both firms have deep experience and expertise in performing on-call/task-order services for their clients. Enabling the utilization of on-demand expertise provides a cost-effective, expeditious and efficient method of supplementing internal resources on a myriad of projects and better positions the City in securing additional capital funding through local, state and federal grants.

FINANCIAL IMPACT

The contracts are funded from the Land Acquisition, Recreation, & Park Development (301) Fund. No General Fund outflows are created by the execution of this contract and sufficient resources exist within the Fund to support this expenditure.

RECOMMENDATION

Staff recommends the committee forward the attached contracts for approval onto the City Council Consent Agenda on July 17, 2023.

ATTACHMENTS

- A --- Request for Qualifications (Submission Deadline of April 10, 2023 at 5PM)
- B --- Proposed Contract & Exhibits: GGLO
- C --- Proposed Contract & Exhibits: Otak



CITY OF TUKWILA REQUEST FOR QUALIFICATIONS

On-Call Services- Park Planning, Design and Project Management

Tukwila Parks and Recreation Department

Request for Qualifications

The City of Tukwila is soliciting Letters of Interest and Statements of Qualifications from qualified professionals for on-call consulting services relating to park and recreation planning, design and park project management services. The consultant(s) will provide a variety of on-call consulting services to the City's Parks and Recreation Department as projects are budgeted, grant funds are awarded or as the City's capital improvement program plan is implemented. The on-call contract will be for three years (3). The City may select more than one consultant to provide these services.

The Parks and Recreation Department has numerous projects budgeted for 2023-24 as part of its Capital Improvement Program. The City seeks professional on-call expertise in public outreach and involvement, landscape architecture and design, park and trail planning and design, program and facility assessments and planning, urban design and project management services.

Scope of Work includes (but is not limited to):

- 1) **Park and trail master planning and design** including engaging community members, developing conceptual elements based on the input received through public outreach efforts, prepare recommendations for location, design and features of park and recreation elements. Work includes preparing construction level drawings and cost estimates.
- 2) **Comprehensive trail system planning** including conducting a trail system inventory, clarifying ownership and management roles and responsibilities, developing surfacing, furnishing and signage standards, planning for greater local and regional connectivity, etc.
- 3) **Park amenity and furnishing planning, design and project management-** planning, design and facilitating the replacement of park features & furnishings consistent with the Department's standards, assisting in the design, renovation and replacement of skate parks, shelters, spray parks, sport courts, sport fields, restrooms, etc.
- 4) **Community engagement and involvement-** design and facilitate robust multi-lingual public outreach efforts in collaboration with other city staff and community partners and seek out voices and perspectives not frequently reflected in typical engagement efforts.
- 5) **Project Management-** provide business analysis and project management services necessary to ensure technical projects successfully meet established objectives, coordinate resources across multiple disciplines and/or teams, serve as an agent of the City in developing and facilitating contracts and coordinating suppliers and contractors, and provide quality assurance.
- 6) **Development of other park and recreation plans, feasibility studies, condition assessments and strategic plans**, including recreation program planning, park restroom strategy and renovation/replacement planning, facility condition assessments, park acquisition planning and public art stewardship planning.
- 7) **Cost estimation and technical assistance-** provide cost estimation, budgeting and technical assistance as needed.
- 8) **Site planning, rendering and drawing-** develop site renderings, drawings and maps of existing and/or proposed parks and sites.
- 9) **Americans with Disabilities Act (ADA) Transition Planning-** conduct an ADA self-assessment and develop a transition plan to increase access and inclusion in parks and recreation programs, parks and facilities.

Please review the full RFQ following this notice

The City of Tukwila reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This Request for Qualification does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

The successful respondent must comply with the City of Tukwila equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, or disability. The contracted vendor(s) for this project will be expected to comply with all Federal, State, County, and City codes and regulations applicable to such work and perform the work in accordance with the requirements and edifications of the contract documents.

Request for Qualifications (RFQ) will be received at the City of Tukwila City Hall Building Attention Parks 6200 South Center BLVD, Tukwila, WA, 98168 **Until 5:00 p.m. (Pacific Time) on April 10th 2023**. No protest will be recognized, as this is the official time. Qualifications received after the appointed time set for receipt will be returned unopened.

Proposed Project Schedule:

April 10, 2023 5pm (Pacific Time) Final day and time to receive RFQs
April 10-14, 2023 Review RFQ submissions
April 17-19, 2023 Scheduled interviews of top consultant(s)/firms
May 10 2023 Recommended Contract Approval to Park Commission and City Council (est.)
May 2023 – Work commences as needed/on-call

Response Requested

The City is soliciting quotes from five (5) qualified firm(s) identified from the Municipal Research Services Center Consultant Roster to engage in the Scope of Work. The City may select more than one consultant to provide these services.

Consultants will be Selected Based on the Following Criteria:

- 1) Ability to provide services based on the Scope of Work;
- 2) Experience in collaborative design services and public participation in the design process, particularly in highly diverse and under-served populations;
- 3) Experience in collaboration with multi-disciplinary and multi-agency projects;
- 4) Ability to apply creative solutions with limited resources and on constrained sites;
- 5) Knowledge and experience with City of Tukwila plan review and permitting processes;
- 6) Demonstrated ability to keep projects on time and within budget;
- 7) Demonstrated ability to communicate and work effectively with the public, staff, policy and review bodies and elected officials;
- 8) Experience of key staff members who would be assigned to this project;
- 9) References;
- 10) Responsiveness to this request for qualifications.

Agreement for Services:

The selected consultant(s)/firm(s) will be expected to enter into a professional services agreement. The contract period shall be for on-call services up to three (3) years.

Statements of Interest may not exceed 30 total pages in length. Included in the Statement of Interest should be the following:

- A letter of interest from the prime firm, signed by the principal professional intended to lead the study effort. The letter needs to include contact information and indicate the availability of all members of the team necessary to conduct the services requested by Tukwila Parks and Recreation.
- Identification of key firms and individuals proposed to make up the team. Include an explanation of how this team will be organized and managed.
- Background resumes demonstrating the experience of key professionals making up the proposed team.
- Respondents are requested to provide at least 3 references for comparable work/projects.
- Descriptions of successful planning and design projects of a similar nature completed by the firm and its team members, including their locations, and client contact information that Tukwila Parks may use as reference.

Please email one (1) electronic copy in PDF format to parksrfpinfo@tukwilawa.gov and submit four (4) bound copies of the above information for use by members of a consultant selection committee. Following an evaluation of the RFP's received, the firm(s) considered to be the most qualified may be requested to participate in an additional proposal / interview process. No further action beyond submission of the above information is required currently.

Project Contact Information

For questions regarding the Request for Qualifications, **the City requests all inquiries be submitted via email only**, to parksrfpinfo@tukwilawa.gov and to the attention of:

Peter M. Mayer, Director
City of Tukwila Parks and Recreation
parksrfpinfo@tukwilawa.gov

All questions and staff responses will be routinely posted here:
<https://www.tukwilawa.gov/departments/parks-and-recreation/projects-and-planning/>

**All submissions must be received by 5pm (Pacific Time) on April 10, 2023.
No submittals will be accepted after this date and time.**



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and **GGLO ARCHITECTURE, INTERIOR DESIGN, LANDSCAPE ARCHITECTURE, PLANNING & URBAN DESIGN, LLC (GGLO, LLC)**, hereinafter referred to as “the Contractor,” whose principal office is located at **1301 Fifth Avenue, Suite 2200, Seattle WA, 98101**.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

- 1. Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
- 2. Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$250,000** at a rate **based on hourly labor rates per the Billing Rate Schedule (Exhibit B)**. **Compensation shall be for time and materials performance of task requests from the City.**
- 3. Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
- 4. Duration of Agreement.** The Contractor shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on **July 1, 2025**, unless otherwise amended by mutual consent of the parties.
- 5. Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
- 6. Indemnification.** The Contractor shall, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits

including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement.
 3. Workers' Compensation insurance for Washington State as required by Title 51 RCW.
 4. Professional Liability (E&O/Technical E&O) insurance appropriate to the contractor's profession. The limit shall be \$1,000,000 for each claim.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor 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 Contractor.
- C. **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 with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating

of not less than A: VII.

- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor 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 in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this

Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney’s 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 properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney’s fees and costs of suit.

DATED this ____ day of _____, 2023.

**** City signatures to be obtained by
City Clerk’s Staff ONLY. ****

**** Contractor signature to be obtained by
sponsor staff. ****

CITY OF TUKWILA

CONTRACTOR: GGLO, LLC

Allan Ekberg, Mayor

By: _____

Printed Name: Marieke Lacasse

Title: Principal

ATTEST/AUTHENTICATED:

Address: 1301 Fifth Avenue, Suite 2200,

Christy O’Flaherty, City Clerk

Seattle WA 98101

APPROVED AS TO FORM:

I. SCOPE OF SERVICES

A. Project Understanding and Preliminary Program Elements

The work for this on-call contract may include:

1. **Park and trail master planning and design**, including engaging community members, developing conceptual elements based on the input received through public outreach efforts, prepare recommendations for location, design and features of park and recreation elements. Work includes preparing construction level drawings and cost estimates.
2. **Comprehensive trail system planning**, including conducting a trail system inventory, clarifying City and management roles and responsibilities, developing surfacing, furnishing and signage standards, planning for greater local and regional connectivity, etc.
3. **Park amenity and furnishing planning**, design and project management planning, design and facilitating the replacement of park features & furnishings consistent with the Department's standards, assisting in the design, renovation and replacement of skate parks, shelters, spray parks, sport courts, sport fields, restrooms, etc.
4. **Community engagement and involvement**, design and facilitate robust multi-lingual public outreach efforts in collaboration with other city staff and community partners and seek out voices and perspectives not frequently reflected in typical engagement efforts.
5. **Project Management**, provide business analysis and project management services necessary to ensure technical projects successfully meet established objectives, coordinate resources across multiple disciplines and/or teams, serve as an agent of the City in developing and facilitating contracts and coordinating suppliers and contractors, and provide quality assurance.
6. **Development of other park and recreation plans, feasibility studies, conditions assessments and strategic plans**, including recreation program planning, park restroom strategy and renovation/replacement planning, facility condition assessments, park acquisition planning and public art stewardship planning.
7. **Cost estimation and technical assistance**, provide cost estimation, budgeting and technical assistance as needed.
8. **Site planning, rendering, and drawing**, develop site renderings, drawings, and maps of existing and/or proposed parks and sites.
9. **Americans with Disabilities Act (ADA) Transition Planning**, conduct an ADA self-assessment and develop a transition plan to increase access and inclusion in parks and recreation programs, parks and facilities.

B. Landscape Architecture Design Services

1. FEASIBILITY STUDY, CONDITIONS ASSESSMENT, STRATEGIC PLANNING

The goal of this phase is to assist the client to identify site constraints for a particular site and understand its opportunities.

Tasks may include:

Discovery / Baseline Assessment:

- Explore Project Opportunities:
 - Outline project goals and development assumptions.
 - Understand key project data.
 - Identify project assumptions.
 - Ask key questions.
 - Identify sustainability assumptions and goals.
- Develop the Zoning Code Summary:
 - Prepare a written summary.
 - Understand landscape requirements and right-of-way requirements that impact project area.
 - Research city and neighborhood design guideline documents for applicable and relevant requirements and/or recommendations.

Inventory of existing facilities and programming:

- Site Analysis:
 - Study existing survey (if available) / existing site conditions.
 - Understand site constraints.
 - Understand environmental / geological factors, such as critical areas, steep slopes, protected areas, etc.
 - Conduct a visual analysis and Inventory of Existing City Parks, Recreation Facilities, Schools, Nearby County Parks and community facilities; of public open space areas; and or school district grounds that support sport activities.
 - Conduct an inventory of design and maintenance standards for Parks.
 - Conduct an inventory of existing public recreation programming.
- Partnerships:
 - Identify non-profit, school district, surrounding cities, county, and national and state Park Program partnership opportunities for Facilities and Programming

Analysis and Needs Assessment:

- Develop Project Area Analysis:
 - Provide diagrams and/or project data that reflects site analysis, zoning, and code constraints.
- Precedent Studies research:
 - Assess needs for community, programming, open space, trails, and facilities.
 - Demographic Trends analysis, Cultural Audit.
 - Meet City goals.
 - Needs Assessment and Programming.

Programming:

- Review Programming needs from assessment.
- Develop Program Options:
 - Develop program options to show variations and different adjacencies.
 - Identify pros and cons for discussion.

- Prepare simple block plans that confirm the feasibility of the project with the City's goals.

Facility, Parks and Community services Planning:

- Study development of Parks system:
 - Park Land Analysis
 - Park Facility and Design Analysis
 - Park Facility Improvement Budget (with options and alternates)

2. MASTER PLAN DEVELOPMENT

Tasks include:

- Review City's Project Requirements, site survey, environmental report, and market study, if available
- Site visit to confirm and document existing conditions.
- Research and analyze site context:
 - Analyze physical site conditions.
 - Analyze ecology and climate conditions.
 - Research community and site history and culture.
 - Create narratives and diagrams or overlays as needed to describe intent.
- Determine key meeting/presentation dates and Landscape deliverables schedule.
- Preliminary summary of applicable Land Use Code provisions; Review zoning and entitlement requirements.
- Develop three conceptual plans for presentation to public, Parks and Trails Commission, City Council, and staff.
- Provide a rough order of magnitude cost estimates for each conceptual plan.
- Get feedback on the concepts and individual amenities from stakeholders in order to develop a preferred design.
- Summarize stakeholder feedback in determining the final, preferred design that will make up the Master Plan.
- Prepare a narrative that summarizes the existing conditions, design alternatives, cost implications and regulatory criteria, and identifies issues which require further study at the next stage of project development.
- Prepare and present preferred Master Plan alternative to public, Commissions, and City Council that includes an updated cost estimate.
- Provide adequate detail for pricing with alternatives for above and below budget and provide for City review.
- Attend bi-weekly meetings with Design Team and City to carry out the above tasks.

Deliverables:

- Draft Master Plan Report and presentation
- Final Master Plan presentation
- Final Master Plan report for publication

3. PROJECT MANAGEMENT

Act as the City's representative and advocate.

- Develop a detailed scope of work which includes project timeline with all proposed major milestones and cost estimates.

- Determine specific deliverables from consultant and City.
- Attend kick-off meeting with key City staff to initiate project design.
- Attend kick off and recurring project meetings, create agendas, write meeting minutes/meeting summaries.
- Prepare/review monthly progress reports and invoices.
- Provide initial project schedule and monthly updates on milestones.
- Manage consultants, and Quality Assurance/Quality Control of all deliverables.
- Coordinate plan revision and response to City comments on all deliverables.
- Regular communication with City Park manager on progress, problems, and issues.

4. COMMUNITY ENGAGEMENT

- Finalize the Public Involvement Plan (PIP) and delineate work and efforts to come, develop key messages, create digital framework (i.e. project web pages, email listserv, social media plan).
- Outreach to engage all areas of the community, especially underserved and underrepresented groups. Key components of the PIP would include:
 - Conduct targeted stakeholder interviews (including community members, residents, businesses, schools, golf courses, and other groups as identified during early stakeholder assessment).
 - Conduct 3 community workshops (preliminary listening session, sharing the vision, and sharing the draft updated Master Plan).
 - Share Vision for The City of Tukwila’s Park and Recreation System and solicit community input as part of an iterative process.
 - Online meetings using Zoom, Mural, and other platforms as needed.
 - Larger-scale open house/public meeting.
 - Broad community survey (primarily digital).
 - Board of Commissioners Public Meetings if needed.
 - City Council Presentations.

Deliverables:

- Communications (web page content development, email update list, social media updates)
- Multi-week online open house website at key milestone
- Interactive outreach and real-time engagement opportunities:
 - Targeted stakeholder interviews
 - Community workshops (3): Preliminary listening session; sharing the vision and options; sharing the draft Master Plan Record of community dialogue (meeting summaries)
- Public survey/poll
- Graphics, materials, and key message development (including translation(s) as needed)
- Responses to individual inquiries
- Updates to Parks Board and City Council (as needed)
- Community organization briefings and presentations (by request)
- Partnering with local non-profit groups and community organizations to reach underrepresented and underserved populations.

5. SCHEMATIC DESIGN – 30% DOCUMENTATION

Tasks include:

- Develop schematic level project information, landscape plans showing hardscape and planting areas at ground and roof levels, street sections and character imagery based on Concept Design and City and consultant team input.
- Update Concept Package based on City input regarding precedent imagery & project design goals.
- Attend bi-weekly project team meetings related to Landscape.
- Coordinate work with design consultants.
- Prepare Project Narrative describing preliminary proposed materials, planting types, and street level furnishings.
- In-house quality review.

Deliverables:

- Schematic Design Documents to include general information; landscape plans; street sections; hardscape and planting materials and furnishings.
- Updates to Concept Package

6. DESIGN DEVELOPMENT – 60% DOCUMENTATION

GGLO will collaborate with the City's Design Team through the development and detailing of the project.

Tasks include:

- Develop and refine project information, hardscape and landscape plans w/ conceptual exterior lighting types and general areas, irrigation concept, street sections, material and planting palettes, and typical details. Dimensions and notations describing design intent for DD level pricing to be provided.
- Attend bi-weekly project team design & coordination meetings related to Landscape.
- Coordinate work with design consultants.
- Recommend exterior light fixture types for character. Locations, spacing and specification by others.
- Prepare Landscape portion of outline specification and confirm applicability of products with City.
- In-house quality review of documents.

Deliverables:

- Design Development documents will include general information; layout and materials plans; planting plans; irrigation concept; material and planting palettes, street furnishings and typical details.
- Outline specification of landscape related materials.

7. CONSTRUCTION DOCUMENTS – 90%, 100% DOCUMENTATION

GGLO will collaborate with the City’s Design Team to carry out the design intent through refinement and detailing of the project.

Approved Design Development documents to serve as basis for Construction Documents.

Tasks include:

- Finalize design exhibits noted in DD phase scope of services and provide detailed dimensioning and notes suitable for building permit approval, bidding, and construction of the project.
- Add enlarged plans where needed, sections and non-typical details to describe design intent.
- Prepare irrigation plans for planting areas. Coordinate controls and water supply with MEP consultant.
- Finalize coordination with Design Team.
- Provide Building Permit Set per jurisdiction requirements.
- Provide Bid Set for solicitation of competitive bids from general contractors. Bid document clarifications and addenda to be provided in Bidding & Negotiations phase.
- Respond to questions from City and Contractor regarding design intent and acceptability of substitutions.
- Provide an IFC set of Construction Documents that incorporates building permit correction responses and addenda issued under the Bidding & Negotiation phase.
- Attend bi-weekly project team design & coordination meetings related to Landscape.
- Prepare CSI Masterspec specifications.
- In-house quality review of documents.

Deliverables:

- Building Permit Set per Jurisdiction requirements.
- Bid Set.
- Construction Set (IFC).
- Landscape Specifications in CSI Masterspec format.

8. BIDDING & NEGOTIATION

GGLO assumes a public bidding process. The scope for the bidding process is included in this phase.

Bidding & Negotiation tasks include:

- Respond to questions from City and/or Contractor(s) regarding design intent and acceptability of substitutions.
- Prepare addenda to Construction Documents to document clarifications and approved substitutions. One issuance is assumed. Scope of addenda is assumed to be minor in nature.

Deliverables:

- Written addenda with drawing exhibits
- Provide a Consolidated Construction Set (Issued for Construction or IFC) that incorporates building permit correction responses and resolution of the Bid process.

9. CONSTRUCTION PHASE SERVICES

GGLO will collaborate with the City's Design Team regularly through the construction process to review that construction quality and detailing meets the established design intent. Construction phase services are based upon the length of the construction schedule.

Tasks include:

- Attend on site Landscape pre-construction conference. Contractor to prepare and distribute agenda and meeting notes with action items.
- Review General Contractor's construction schedule and submittal schedule.
- Respond to Landscape related RFI's (Request for Information) submitted by the General Contractor.
- Issue Landscape related ASI's (Architect's Supplemental Instructions) and SD's (Supplemental Drawings) to Architect to clarify design intent.
- Review properly processed Contractor submittals and shop drawings with a limit of two (2) reviews per submittal. Coordinate consultant reviews with consultant team members.
- Attend City / Architect / Contractor (OAC) progress meetings regarding Landscape scope of work. Contractor to prepare and distribute agendas and meeting notes with action items. Assumes a maximum of **XX** Meetings, concurrent with Site Visits.
- Observe construction progress of Landscape related scope. Prepare and issue Field Observation reports from site visits. Assumes a maximum of **XX** Site Visits, concurrent with Meetings.
- Review Contractor's punch list of Landscape correction items at Substantial Completion.
- Review Landscape related As-Built documents, operations and maintenance manuals and warranties submitted by Contractor and provide comments.
- 1-year plant warranty review and Site Visit.

C. Additional Services

The following services, though they could be provided by GGLO, are not included in our Scope of Basic Services and Jurisdictional Services, and, if requested, will be billed as Additional Services.

- As-Built Drawings.
- Record Drawings.
- LEED / other Sustainable Design Certification Program enrollment, documentation, and certification process.
- Life Cycle Cost Analysis.
- Study Models or Presentation Models.
- Rendered/Colored Perspectives and 3-D modeling, other than what is identified in Basic Services or elected to do by the Landscape Architect.

- Marketing Information such as brochures, exhibits, etc.
- Meetings other than those specifically included in Basic Services.
- Out of sequence design or revisions or design phase durations beyond those shown in the attached schedule.
- Extraordinary and/or challenging jurisdictional requirements including Environmental Impact Statement support or hearing examiner presentations.
- Engineering and Hydrology Design of Pools or water features
- Exterior Building Lighting Design or engineering
- Signage and Wayfinding
- Site Lighting Design
- Construction Observation beyond timeline identified in project schedule

Terms of Agreement

Date of Agreement: June 6, 2023

Project: Tukwila on-call Services

Project No.: 20230xx.01

I. COMPENSATION

Compensation for Professional Services is billed on an hourly basis or as a percentage of project completion. Compensation for Supplemental Services shall be billed on an hourly basis according to the billing rate schedule below, or as agreed to prior to the commencement of the services.

II. 2023 HOURLY BILLING RATES

Principal II – Marieke Lacasse	\$310
Senior Landscape Architect I – Philip Decker	\$195
Landscape Architect II – David Marshall	\$180
Landscape Architect I	\$165
Landscape Designer II – Nicolas Zurlini	\$155
Landscape Designer I – Sherry Xu	\$140
Intern	\$120

The rates and multiples set forth above may be adjusted as required by GGLO compensation practices.

III. SUBCONSULTANTS

The costs of subconsultants for engineering, model construction, artist's renderings, etc., when required and authorized by the Owner, shall be billed at a multiple of one and one-tenth (1.10) times the expense incurred by GGLO.

IV. REIMBURSABLE EXPENSES

Reimbursable expenses are charged in addition to compensation for Professional Services and include printing and reproduction; postage, delivery charges; transportation, air travel, parking; and automobile use. Unless agreed otherwise, reimbursable expenses shall be billed at a multiple of one and one-tenth (1.10) times the expenses incurred by GGLO.

V. INVOICING AND PAYMENTS

Invoices shall be submitted monthly for services and reimbursable expenses incurred during the preceding month. Services shall be billed on an hourly basis. Payments are due and payable upon receipt of the invoice by the Owner. Failure of the Owner to notify GGLO in writing of any disputes with the amount of any monthly invoices, within thirty (30) days of receipt by the Owner, shall be considered acceptance of those invoices for payment under this agreement.

Amounts unpaid thirty (30) days after the date of the invoice shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is less. In addition, GGLO may, after giving written notice to the Owner, suspend services until all amounts due are paid in full, and the Owner shall indemnify, defend and pay any claims and expenses incurred by GGLO resulting from such work stoppage and expenses from collection of amounts past due.

VI. OTHER CONDITIONS

- 1. Limitation of Liability:** The Owner and GGLO have discussed the risks, rewards and benefits of the project and GGLO's total fee for services. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, GGLO's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of GGLO's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, or breach of contract.
- 2. Design of Alterations:** Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of GGLO, the Owner will hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of assumptions made regarding existing conditions related to the professional services provided under this Agreement.
- 3. Design Without Construction Review:** The Owner understands that there may be misinterpretations of GGLO's plans and specifications during construction which may lead to errors and subsequent damage. In the event that the Owner elects to proceed with the work without GGLO providing regular and on going construction contract administration services, the Owner agrees to indemnify, hold harmless and defend GGLO against any and all claims which may arise out of the acts of a Contractor performing work not in compliance with the intent of the design documents.
- 4. Design of Studies:** Because preliminary studies require that assumptions be made regarding existing conditions and some of these assumptions may not be verifiable without expending additional resources, studies are based upon Owner-provided information and are prepared in response to specific program requirements and limitations. Studies are subject to additional site investigation, design development and regulatory review. Information provided in a study is not to be relied upon for any purpose without the express written consent of GGLO. The Owner hereby agrees to hold harmless, indemnify and defend GGLO from and against any and all claims, damages and costs arising out of professional services provided related to preliminary studies under this agreement.

5. Ownership of Documents: The Owner acknowledges GGLO's construction documents as instruments of professional service. All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by GGLO as instruments of service shall remain the property of GGLO. GGLO will provide the Owner with record electronic files of the Contract Documents, conforming to GGLO's standard specifications for software and file format. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold GGLO harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any use or modification of the construction documents by the Owner or any person or entity that acquires or obtains the plans and specifications from or through the Owner without the written authorization of GGLO.

6. Claims Notification: Washington State Law requires that GGLO notify clients entering into contract for the sale, construction or substantial remodel of a residence, that all potential claimants who allege construction defects against a construction professional, shall serve the construction professional with a notice of the claim 45 days before suit can be brought.

7. Termination or Suspension: If the project is suspended by the Owner for more than 30 consecutive days, GGLO shall be compensated for services performed prior to notice of such suspension. When the project is resumed, GGLO's fees for the remaining services and the time schedules shall be equitably adjusted. In the event of termination not the fault of GGLO, GGLO shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

8. Statute of Limitations: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when GGLO's services are substantially completed.



CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as “the City,” and Otak, Inc., hereinafter referred to as “the Contractor,” whose principal office is located at 11241 Willows Road NE, Redmond, WA 98052.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed **\$250,000.00** at a rate **based on hourly labor rates per the Billing Rate Schedule (Exhibit B).** **Compensation shall be for time and materials performance of task requests from the City.**
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.
4. **Duration of Agreement.** The Contractor shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on **July 1, 2025**, subject to two additional one-year extensions granted by the City at its sole discretion or as otherwise amended by mutual consent of the parties.
5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.
6. **Indemnification.** The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or

suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

7. **Insurance.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and with the limits described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. **Public Entity Full Availability of Contractor Limits.** If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor 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 Contractor.

C. **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 with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Record Keeping and Reporting.

- A. The Contractor 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 in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. Entire Agreement: Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this

Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. Notices. Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the address provided by the Contractor upon the signature line below.

16. Applicable Law: Venue: Attorney's 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 properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, 20 ____.

**** City signatures to be obtained by
City Clerk's Staff ONLY. ****

**** Contractor signature to be obtained by
sponsor staff. ****

CITY OF TUKWILA

CONTRACTOR:

Allan Ekberg, Mayor

By: _____

Printed Name: _____

Title: _____

ATTEST/AUTHENTICATED:

Address: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



City of Tukwila

Tukwila Parks On-Call – Park Planning, Design and Project Management

RFQ 2023-PR003

Otak Project No. 21383.000

June 2023

Project Description

The Parks and Recreation Department has numerous projects budgeted for 2023-24 as part of its Capital Improvement Program. The City seeks professional on-call expertise in public outreach and involvement, landscape architecture and design, park and trail planning and design, program and facility assessments and planning, urban design and project management services.

Scope of Work includes (not limited to):

- Park and trail master planning and design including engaging community members, developing conceptual elements based on the input received through public outreach efforts, prepare recommendations for location, design and features of park and recreation elements. Work includes preparing construction level drawings and cost estimates.
- Comprehensive trail system planning including conducting a trail system inventory, clarifying ownership and management roles and responsibilities, developing surfacing, furnishing and signage standards, planning for greater local and regional connectivity, etc.
- Park amenity and furnishing planning, design and project management- planning, design and facilitating the replacement of park features & furnishings consistent with the Department's standards, assisting in the design, renovation and replacement of skate parks, shelters, spray parks, sport courts, sport fields, restrooms, etc.
- Community engagement and involvement- design and facilitate robust multi-lingual public outreach efforts in collaboration with other city staff and community partners and seek out voices and perspectives not frequently reflected in typical engagement efforts.
- Project Management- provide business analysis and project management services necessary to ensure technical projects successfully meet established objectives, coordinate resources across multiple disciplines and/or teams, serve as an agent of the City in developing and facilitating contracts and coordinating suppliers and contractors, and provide quality assurance.
- Development of other park and recreation plans, feasibility studies, condition assessments and strategic plans, including recreation program planning, park restroom strategy and renovation/replacement planning, facility condition assessments, park acquisition planning and public art stewardship planning.
- Cost estimation and technical assistance- provide cost estimation, budgeting and technical assistance as needed.
- Site planning, rendering and drawing- develop site renderings, drawings and maps of existing and/or proposed parks and sites.

- Americans with Disabilities Act (ADA) Transition Planning- conduct an ADA self-assessment and develop a transition plan to increase access and inclusion in parks and recreation programs, parks and facilities.

Subconsultants

100 EnviroIssues

Community Engagement and Involvement

- Public meetings
- Multi-lingual public outreach

Project Assumptions and Exclusions

- Maximum total contract value is \$250,000.00 unless otherwise mutually agreed to by the parties.
- Three-year contract duration, with two option years
- Annual rate increase
- All work awarded under the on-call agreement will be by task, and billed to the City as such.

Exhibit B



Otak, Inc. Billing Rate Schedule

<u>Landscape Architecture & Planning</u>	<u>Billing Rate</u>
Landscape Technician I	79.00
Landscape Technician II	91.00
Landscape Technician III	107.00
Landscape Architect I	105.00
Landscape Architect II	118.00
Landscape Architect III	128.00
Landscape Architect IV	138.00
Landscape Architect V	153.00
Landscape Architect VI	166.00
Landscape Architect VII	186.00
PIC/DEI Manager	200.00
PIC/Sr. PM LA/Master Plan	232.00
Sr. PIC/Sr. PM LA/Mst Pln	276.00
Planner Associate I	80.00
Planner Associate II	97.00
Planner Associate III	111.00
Planner Associate IV	122.00
GIS Specialist - Planner	115.00
Sr. GIS Specialist - Planner	128.00
Planner I	126.00
Planner II	138.00
Planner III	150.00
Planner IV	167.00
Planner V	182.00
Planner VI	197.00
<u>Engineering</u>	
Engineering Tech I	71.00
Engineering Tech II	82.00
Engineering Tech III	93.00
Engineering Tech IV	112.00
Engineering Tech V	124.00
Engineering Tech VI	135.00
Engineering Tech VII	165.00
Engineering Designer I	89.00
Engineering Designer II	104.00
Engineering Designer III	111.00
Engineering Designer IV	125.00
Engineering Designer V	132.00
Civil Engineer I	115.00
Civil Engineer II	125.00
Civil Engineer III	135.00
Civil Engineer IV	145.00
Civil Engineer V	155.00
Civil Engineer VI	166.00



Otak, Inc. Billing Rate Schedule

Civil Engineer VII	174.00
Civil Engineer VIII	190.00
Civil Engineer IX	210.00
Civil Engineer X	215.00
PIC/Sr. PM Civil	273.00
Sr. PIC/Sr. PM Civil	310.00

Science

Scientist I	95.00
Scientist II	116.00
Scientist III	133.00
Scientist IV	155.00
Scientist V	181.00
Scientist VI	208.00
Environmental Specialist	147.00
PIC/Scientist	231.00

Survey

Survey Field Technician I	78.00
Survey Field Technician II	83.00
Survey Field Technician III	88.00
Survey Crew Chief I	90.00
Survey Crew Chief II	114.00
Survey Crew Chief III	138.00
Survey Office Technician I	90.00
Survey Office Technician II	100.00
Survey Office Technician III	124.00
Survey Office Technician IV	135.00
Professional Land Surveyor I	138.00
Professional Land Surveyor II	145.00
Professional Land Surveyor III	163.00
Professional Land Surveyor IV	176.00
Professional Land Surveyor V	222.00
PIC/PLS Sr. Manager	264.00

Project Support Services

Project Admin. Asst	92.00
Graphics Specialist	125.00
Project Coordinator I	120.00
Project Coordinator II	144.00
Project Coordinator III	160.00

Note: Billing rates are based on 2023 rates and are updated annually by approximately four percent (4.00%).



INFORMATIONAL MEMORANDUM

TO: **Community Services and Safety Committee**

FROM: **Eric Drever, Chief of Police**

BY: **Eric Lund, Deputy Chief of Police**

CC: **Mayor Ekberg**

DATE: **July 3rd, 2023**

SUBJECT: **Contract Amendment #2 with Axon (17-123a)**

ISSUE

The Police Department has been working with Fleet to acquire additional vehicles to start the department take home car program. The additional vehicles are due to be deployed in the next 4-5 months. In order to outfit the additional vehicles with dash cameras, the City will need to purchase 18 additional Fleet Cameras from Axon.

BACKGROUND

During the November 28, 2022 Tukwila City Council Committee of the Whole meeting, it was discussed that the take-home vehicle program for commissioned Police Officers will be implemented with funding achieved through budget savings in the Police Department.

Currently, the contract with Axon includes 41 fleet cameras. This covers 33 patrol vehicles, 1 heavy duty truck, and one jail van (takes multiple cameras). In order to complete the take-home vehicle program, Fleet Services has ordered 12 additional patrol cars. Additionally, Fleet ordered four (4) Ford F-150 patrol trucks to replace the Traffic Unit motorcycles.

We have determined that 18 additional cameras (plus 2 spares) will be needed to outfit all the incoming vehicles with cameras. The spare cameras allow Fleet to quickly replace malfunctioning cameras instead of shipping the units for warranty repairs, thus allowing the patrol cars to be placed back into service quickly.

DISCUSSION

Overall, Axon Fleet 3 cameras offer a range of advantages, including officer safety, evidence collection, accountability, transparency, training, and public perception. By harnessing the power of video and audio recordings, law enforcement agencies can enhance their operations, foster community trust, and promote safer interactions between officers and the public.

FINANCIAL IMPACT

The cost of the 18 cameras (plus 2 spares) is \$60,540.87 for year 1, and \$60,540.82 for year 2 through year 5. The total amount for this purchase over the 5 years of the contract is \$302,704.15. Due to budget savings due to staffing levels the Police Department will absorb the costs into its 2023-2024 budget. Once the Police Department is fully staffed and the budget is further analyzed, it may return to the council with the request for a budget amendment.

Currently, the contract with Axon costs the Police Department \$194,549.48 per year for Fleet Cameras, Body Cameras, and Tasers. With the approval of the contract amendment, the total cost of the program will be \$255,090.30 per year.

The Police Department will attempt to absorb the additional costs within the existing budget but may have to submit a budget amendment in 2024 if conditions change.

RECOMMENDATION

The Council is being asked to authorize the Mayor to sign the contract amendment and consider this item on the consent agenda at the July 17, 2023 Regular Meeting.

ATTACHMENTS

Axon Contract Amendment 2 (17-123)

Axon Quote #Q456358-44967.733RH

[Contract #17-123](#)



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

CONTRACT FOR SERVICES

Amendment # 2

Between the City of Tukwila and Axon Enterprises, Inc.

That portion of Contract No. **17-123** (“Contract”) between the City of Tukwila and **Axon Enterprises, Inc** is hereby amended as follows:

1. Quote #Q-456358-44967.733RH will be added to the current Contract.
2. The second paragraph of the Contract is amended to read as follows:

“This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in Quote #Q374532-44680.751BH, Q-388116-44680.889BH, and Q-456358-44967.733.RH (the Quote), which is hereby incorporated by reference. In consideration of this agreement the Parties agree as follows:”

All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 20_____.



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

**** City signatures to be obtained by
City Clerk's Staff ONLY. ****

**** Contractor signature to be obtained by
sponsor staff. ****

CITY OF TUKWILA

CONTRACTOR:

Allan Ekberg, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-456358-44967.734RH

Issued: 02/10/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 107449

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Shipping 15005 Tukwila International Blvd Seattle, WA 98188-2245 USA	Tukwila Police Dept. - WA 15005 Tukwila International Blvd Seattle, WA 98188-2245 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Hall Phone: Email: rhall@axon.com Fax:	Eric Lund Phone: (206) 433-1821 Email: e.lund@tukwila.gov Fax: (206) 244-6181

Quote Summary

Program Length	60 Months
TOTAL COST	\$274,935.60
ESTIMATED TOTAL W/ TAX	\$302,704.15

Discount Summary

Average Savings Per Year	\$8,108.64
TOTAL SAVINGS	\$40,543.20

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$54,987.16	\$5,553.71	\$60,540.87
Sep 2024	\$54,987.11	\$5,553.71	\$60,540.82
Sep 2025	\$54,987.11	\$5,553.71	\$60,540.82
Sep 2026	\$54,987.11	\$5,553.71	\$60,540.82
Sep 2027	\$54,987.11	\$5,553.71	\$60,540.82
Total	\$274,935.60	\$27,768.55	\$302,704.15

Quote Unbundled Price:
 Quote List Price:
 Quote Subtotal:

\$315,478.80
 \$274,935.60
 \$274,935.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	18	60	\$292.11	\$254.57	\$254.57	\$274,935.60	\$27,768.55	\$302,704.15
Total							\$274,935.60	\$27,768.55	\$302,704.15

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	18	09/01/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	18	09/01/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	18	09/01/2023
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	18	09/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	18	09/01/2023
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	18	09/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	18	10/01/2023	09/30/2028
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	18	10/01/2023	09/30/2028
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	18	10/01/2023	09/30/2028
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	36	10/01/2023	09/30/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	18

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	18	10/01/2023	09/30/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	18	10/01/2024	09/30/2028

Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A	Fleet 3 Advanced	18	\$54,987.16	\$5,553.71	\$60,540.87
Total				\$54,987.16	\$5,553.71	\$60,540.87

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	18	\$54,987.11	\$5,553.71	\$60,540.82
Total				\$54,987.11	\$5,553.71	\$60,540.82

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	18	\$54,987.11	\$5,553.71	\$60,540.82
Total				\$54,987.11	\$5,553.71	\$60,540.82

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	18	\$54,987.11	\$5,553.71	\$60,540.82
Total				\$54,987.11	\$5,553.71	\$60,540.82

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A	Fleet 3 Advanced	18	\$54,987.11	\$5,553.71	\$60,540.82
Total				\$54,987.11	\$5,553.71	\$60,540.82

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/10/2023

