



Request for Qualifications

ADVERTISED DATE: MARCH 6, 2019

Request for Qualifications (RFQ) Title: South Lynnwood Park Renovation Final Design

RFQ Number: #3094

Due Date: March 21, 2019 - 2:00 p.m.

Buyer: Ginny Meads, gmeads@lynnwoodwa.gov

Alternate Buyer: Karen Fitzthum, kfitzthum@lynnwoodwa.gov

Pre-submittal Conference:

Date: March 14, 2019

Time: 1:00 p.m.

Location: City Hall, Conf. Room #4

Submittals are hereby solicited and will **only** be received
by:

City of Lynnwood

Procurement Services Section
19100 44th Ave West
Lynnwood, WA 98036

We acknowledge that all Addenda issued for this RFQ have been examined as part of the Qualification documents.

Company Name

Address

City/State /Postal Code

Signature

Authorized Representative / Title

Email

Phone

Fax

Contact Name:

Phone

Email

DEFINITION OF WORDS AND TERMS APPLICABLE ONLY TO INSTRUCTION OF THE RFQ

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the City during the Qualification period and prior to contract award.

Best and Final Offer: Best and Final Offer shall consist of the revised submittal and any supplemental information requested during the evaluation of qualifications. In the event of any conflict or inconsistency in the items submitted by the Submitter, the items submitted last govern.

Competitive Range: The Competitive Range consists of the Submitters that have a reasonable chance of selection for contract award. The Evaluators (PE) shall conduct the initial evaluation of the submittals considering price and Evaluation Factors established in the RFQ. The Buyer and Project Manager/PE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional information, Best and Final Offers and negotiations.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFQ that the City shall examine to determine the Submitters understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Submitter; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the City.

Days: Calendar days.

Evaluators (PE): Team of people appointed by the City to evaluate the submittals, conduct discussions, call for Best and Final Offers, score the submittals and make recommendations.

Submitter: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a submittal to perform the Work.

RFQ: Request for Submittals, also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Submitters for information and reference in preparing submittals but not as part of this Contract.

SECTION 1 SUBMITTAL PREPARATION

1.1 Submittal Submission

Submitters are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation and shall use both sides of paper sheets where practicable.

Sealed submittals shall contain all required attachments and information and be submitted to The City (hereinafter "City") no later than the date, time and place stated on the front of this RFQ or as amended. The submittals shall show the title and number, the due date specified, and the name and address of the Submitter on the face of the envelope. Submitters are cautioned that failure to comply may result in non-acceptance of the submittal. The Submitter accepts all risks of late delivery of mailed submittals or of mis delivery regardless of fault. Submittals properly and timely submitted will be publicly opened.

Submittals will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one submittal for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a submittal, the City requests the company advise the Buyer by email if they desire to remain listed for the subject of this RFQ and state the reason they did not submit a submittal.

1.2 Late Submittals

Submittals, modifications of submittals, received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.3 Cancellation of RFQ or Postponement of Submittal Opening

The City reserves the right to cancel this RFQ at any time. The City may change the date and time for submitting submittals prior to the date and time established for submittal.

1.4 Submittal Signature

Each submittal shall include a completed Submittal response form, the first page of this document, signed by an authorized representative of the Submitter.

1.5 Addenda

If at any time, the City changes, revises, deletes, clarifies, increases, or otherwise modifies the RFQ, the City will issue a written Addendum to the RFQ.

1.6 Questions and Interpretation of the RFQ

No oral interpretations of the RFQ will be made to any Submitter. All questions and any explanations must be requested in writing and directed to the Buyer no later than **five (5) Days** prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Communications concerning this RFQ with other than the listed Buyer or Procurement staff may cause the Submitter to be disqualified. Any information modifying a solicitation will be furnished to all Submitters by addendum. **Communications concerning this submittal, with other than the listed Buyer may cause the Submitter to be disqualified.**

1.7 Schedule

<u>Day/Month/Year</u>	<u>Event</u>
<u>March 6, 2019</u>	Public announcement of Request for Submittals
<u>March 13, 2019</u>	Presubmittal questions due, in writing
<u>March 14, 2019</u>	Presubmittal conference (1:00 p.m., City Hall, Conference Room 4)
<u>March 21, 2019</u>	Submittals due at 2:00 p.m.
<u>Week of 3/25/19</u>	*Begin Evaluation of Submittals
<u>Week of 4/8/19</u>	*Begin Interviews/Demonstrations/conduct Site Visits, if applicable
<u>Week of 4/15/19</u>	*Begin Negotiations
<u>Week of 4/22/19</u>	*Execute Contract

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.8 Pre-Submittal Conference

A pre-submittal conference will be held at the time, date and location indicated on the cover page of the RFQ. All prospective Submitters are strongly encouraged to attend. The intent of the pre-submittal conference is to assist the Submitters to more fully understand the requirements of this RFQ. Submitters are encouraged to submit questions in advance to enable the City to prepare responses; these questions should be E-mailed to the Buyer. Questions will be encouraged during the pre-submittal conference also.

1.9 Examination of Submittal and Contract Documents

The submission of a submittal shall constitute an acknowledgement upon which the City may rely that the Submitter has thoroughly examined and is familiar with all requirements and documents pursuant with the RFQ, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Submitter to comply with the above requirement shall in no way relieve the Submitter from any obligations with respect to its submittal or to any Contract awarded pursuant to this RFQ. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFQ.

1.10 Cost of Submittals and Samples

The City is not liable for any costs incurred by Submitter in the preparation and evaluation of submittals submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the City. If not destroyed by testing, samples may be returned at the Submitter's request and expense unless otherwise specified.

1.11 Modifications of Submittal or Withdrawal of Submittal Prior to Submittal Due Date

At any time before the time and date set for submittal of submittals, a Submitter may submit a modification of a submittal previously submitted to the City. All submittal modifications shall be made in writing, executed and submitted in the same form and manner as the original submittal.

Submittals may be withdrawn by written notice received prior to the exact hour and date specified for receipt of submittals. A submittal also may be withdrawn in person by a Submitter or authorized

representative provided their identity is made known and they sign a receipt for the submittal, but only if the withdrawal is made prior to the exact hour and date set for receipt of submittals. All requests for modification or withdrawal of submittals, whether in person or written, shall not reveal the amount of the original submittal.

1.12 Submittal Withdrawal After Public Opening

Except for claims of error granted by the City, no Submitter may withdraw a submittal after the date and time established for submitting submittals, or before the award and execution of a Contract pursuant to this RFQ, unless the award is delayed for a period exceeding the period for submittal effectiveness.

Requests to withdraw a submittal due to error must be submitted in writing along with supporting evidence for such claim for review by the City. Evidence must be delivered to the City within two (2) Days after request to withdraw. The City reserves the right to require additional records or information to evaluate the request. Any review by the City of a submittal and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the City to discover any other submittal error or mistake, and the sole liability for any submittal error or mistake rests with the Submitter.

1.13 Error and Administrative Corrections

The City shall not be responsible for any errors in submittals. Submitters shall only be allowed to alter submittals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the City.

The City reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.14 Submittal Content Requirements

A. The submittal shall contain the following items and follow the sequence outlined below:

Section 1 Instructions and Information about the RFQ Process

Cover sheet with Submitter's Signature
Disclosure of Lobbying Activities LLL

Section 2 Scope of Work and Submittal Requirements

Proposals, including Executive Summary, shall be no more than 25 pages with 12-point font, minimum. The content should be presented in the following order:

- A. Executive Summary: include key elements of the RFQ, an overview of the project team, contact information (physical address of office, Project Manager's email address and phone number).
- B. Project approach
- C. Proposed timeline
- D. Qualifications/Experience of Firm(s)
- E. Qualifications/Experience of Project Manager
- F. Qualifications/Experience of Project Team

Section 3 Contract

Identify any exceptions to terms and conditions and attachments with a signed letter from an attorney or authorized representative

- B. Submit one original [marked ORIGINAL] unbound submittal and (4) copies of the submittal and attachments.
1. Submitters shall submit with their submittal an exact duplicate of the original submittal, compact disk or flash drive Adobe Acrobat™ format, and in native format.

1.15 Compliance with RFQ Terms, Attachments and Addenda

- A. The City intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFQ. Submitters shall submit submittals, which respond to the requirements of the RFQ.
- B. Submitters are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the submittal. An exception is not a response to a submittal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the submittal. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative.
- C. The City reserves the right to reject any submittal for any reason including, but not limited to, the following –
- Any submittal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
 - Any submittal that has any qualification, limitation, exception or provision attached to the submittal;
 - Any submittal from Submitters who (in the sole judgment of the City) lack the qualifications or responsibility necessary to perform the Work;
 - Any submittal submitted by a Submitter which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
 - Any submittal, from Submitters who are not approved as being compliant with the requirements for equal employment opportunity; and
 - Any submittal for which a Submitter fails or neglects to complete and submit any qualifications information within the time specified by the City.
- D. The City may, at its sole discretion, determine that a submittal with a 'Notice of Exception' merits evaluation. A submittal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Submitter if the City determines that the submittal continues to be advantageous to the City.
- E. In consideration for the City's review and evaluation of its submittal, the Submitter waives and releases any claims against the City arising from any rejection of any or all submittals, including any claim for costs incurred by Submitters in the preparation and presentation of submittals submitted in response to this RFQ.
- F. Submittals shall address all requirements identified in this RFQ. In addition, the City may consider submittal alternatives submitted by Submitters that provide cost savings or enhancements beyond the RFQ requirements. Submittal alternatives may be considered if deemed to be in the City's best interests. Submittal alternatives shall be clearly identified.

1.16 Acceptance of Contract, Attachments and Addenda

Submitter(s) shall review the Contract, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the submittal.

If there are exceptions taken to the terms and conditions in Attachment A Contract and any of its attachments, the Submitter's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and Attachment A Contract as an attachment to the submittal, identifying the exceptions and proposed changes. All proposed changes shall be tracked the Contract using the tracking changes feature in Microsoft Word®.

The project schedule is such that it requires a very efficient submittal review and negotiation period. It is very important that any possible roadblocks or issues the Submitter may have with the terms and conditions are identified during the submittal process and resolved prior to proceeding with the Contract negotiations.

1.17 Forms Required before Contract Signing

- The Submitter shall submit within five (5) Days of notification from the City the insurance certificate and endorsement meeting the levels of coverage set forth in this RFQ.
- W-9 if not already on file with the City.

1.18 Collusion

If the City determines that collusion has occurred among Submitters, none of the submittals from the participants in such collusion shall be considered. The City's determination shall be final.

1.19 Protest Procedures

The City has a process in place for receiving protests based upon the RFQ or contract awards. The [protest procedure](http://www.lynnwoodwa.gov/City-Services/Bids-Submittals.htm) is available at <http://www.lynnwoodwa.gov/City-Services/Bids-Submittals.htm> .

SECTION 2 SUBMITTAL EVALUATION AND CONTRACT AWARD

2.1 Submittal Evaluation

- A. The City will evaluate submittals using the criteria set forth in this RFQ. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of submittal information may be conducted with those Submitters whose submittals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFQ, and clarifications may be included among the items for discussion. The discussions are intended to give Submitters a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the City and to make revisions required by the resulting changes. In addition, the City may request additional business and administrative information.
- B. The City may find that a Submitter appears fully qualified to perform the Contract or it may require additional information or actions from a Submitter. In the event the City determines that the submittal is not the most qualified the City shall eliminate the submittal from further consideration.
- C. The most qualified firm will be invited into negotiations for a contract. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, the City may cancel negotiations and commence negotiations with the next qualified submitter.
- D. The City is not required to award a Contract, and shall have no obligations until a Contract is signed between the Submitter and the City.

2.2 Responsive and Responsible

Responsive

The City will consider all the material submitted by the Submitter, and other evidence it may obtain otherwise, to determine whether the Submitter is in compliance with the terms and conditions set forth in this RFQ.

Responsible

In determining the responsibility of the Submitter, the City may consider:

- the ability, capacity and skill to perform the Contract and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Contract properly and within the times proposed;
- the quality and timeliness of performance on previous contracts with the City and other agencies, including, but not limited to, the effort necessarily expended by the City and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Contract.

Failure of a Submitter to be deemed responsible or responsive may result in the rejection of a submittal.

2.3 Evaluation Criteria and Submittal Scoring

Each submittal has a total possible score 100 points with the points assigned as follows:

	Qualification Evaluation Criteria	Points
Executive Summary	Executive Summary include key elements of the RFQ, including an overview of the project team, contact information (physical address of office location, and Project Manager’s email address and phone number), number of years in business and certifications/licenses.	5
Project Approach and Timeline	Project Approach and Timeline describe proposed work plan for the project, identify people both who and how they will be involved in every element of the project and provide a proposed timeline.	50
Project Manager	Qualifications of Project Manager provide <u>up</u> to three (3) previous projects for the proposed Project Manager that demonstrates his/her experience with one or more roles/responsibilities on similar projects, and/or elements of such projects. Include client’s name, project’s completion date and roles/responsibilities for each project. <i>Note: this information may be used for reference check.</i>	20
Project Team	Qualifications of Project Team List key personnel for the project team and their role/responsibility on the project. Provide the related qualifications and experience of key personnel and provide up to three (3) examples of prior experience on similar projects within the last 3 years. Include the name of the project(s), owner(s), dates of the project(s), and roles/responsibilities of key personnel on those project(s).	15
Terms and Conditions	Compliance with Contract Terms and Conditions identify any exceptions to terms and conditions and attachments with a signed letter from an attorney or authorized representative.	10
	Total possible	100

2.4 Public Disclosure of Submittals

This procurement is subject to the Washington Public Records Act, RCW (Revised Code of Washington) 42.56 et seq. Submittals submitted under this RFQ shall be considered public documents unless the documents are exempt under the public disclosure laws. After a decision to award the contract has been made, the submittals shall be available for inspection and copying by the public.

If a Submitter considers any portion of its submittal to be protected under the law, the Submitter shall clearly identify each such portion with words such as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.” If the City determines that the material is not exempt from public disclosure law, the City will notify the Submitter of the request and allow the Submitter ten (10) Days to take whatever action it deems necessary to protect its interests. If the Submitter does not take such action within said period, the City will release the portions of the submittal deemed subject to disclosure. By submitting a submittal, the Submitter assents to the procedure outlined in this subsection and shall have no claim against the City on account taken under such procedure.

SUBMITTAL LABEL

Complete the form below (or reasonable facsimile) and affix to the exterior lower left hand corner of the submission envelope(s), box(es), etc.

URGENT – SEALED SUBMITTAL ENCLOSED Do Not Delay – Deliver Immediately	
URGENT	 City of Lynnwood Procurement and Central Services Division 19100 44 th Ave W Lynnwood, WA 98046
	RFQ Number. 3073/G.Meads
	Title S. Lynnwood Park Renovation Final Design
	Opening Date March 21, 2019
	Firm Name
URGENT	

SECTION 3 SCOPE OF WORK

BACKGROUND

South Lynnwood Park is a 4.2-acre, neighborhood park in the City's most racially diverse neighborhood. Developed in 1978, it has a playground, tot lot, restrooms, basketball court, handball court, tennis and pickleball courts, open lawn, and natural areas – all of which are beyond their useful life and no longer meet the community's need for physical activity and community gatherings. This project will provide accessible and close-to-home recreation opportunities for South Lynnwood's underserved residents.

Since this is the only active park within walking distance, we've focused on meeting the needs of multiple user groups with a greater diversity of high and low infrastructure recreation opportunities. Robust outreach efforts were undertaken to ensure this project will meet the community's needs by transforming the park into a neighborhood hub that supports active lifestyles for people of all ages and abilities. An initial project feasibility phase was conducted from March 2017 to August 2018, which concluded with a 30% conceptual design for grant application submissions. See **Attachment 1** - for South Lynnwood Park 30% Design Plans.

The 30% design incorporates community feedback along with geotechnical, critical areas, wetlands delineation, and arborist assessments. The layout makes the best use of the site's natural features and drainage properties to promote active recreation and community gatherings while minimizing user conflicts.

REMINDER: Communications concerning this submittal, with anyone other than the listed Buyer may cause the Submitter to be disqualified. This information is provided as additional information only. Additional background information can be found on project website:

[South Lynnwood Park Renovation & Renewal](#)

FUNDING

This project is funded through City Capital budget with state and federal grants, and private donations. The City is also ranked favorably to receive a Recreation & Conservation Office state grant (LWCF, WWRP Local Parks) in 2019 to complete the design and construction phases of the project. Total project budget is estimated at \$1,700,000.

PROJECT GOALS & OBJECTIVES

Goals

Based on the year-long community outreach findings, we plan to renovate the South Lynnwood Park in order to meet the community's needs for physical activity and community gathering locations. Building from the 30% conceptual design plan, the Consultant shall provide responsive project management skills to deliver all tasks on time and on budget, manage other discipline teams, and provide thorough, quality control and assurance of all aspects of their work and services. The Consultant shall apply the neighborhood context to provide creative technical solutions that would receive community support. The final design shall be cost effective, comply with all regulatory requirements, minimize site and environmental impacts, and meet the construction timeline required.

Objectives

1. Comply with applicable City, local, state, and federal standards and guidance.
2. Comply with National Environmental Policy Act (NEPA), State Environmental Policy Act (SEPA) and City of Lynnwood Critical Areas Ordinance.
3. Consult with appropriate regulatory agencies and any other agency with jurisdiction and obtain permits and approval as applicable, including WA Department of Ecology Construction Stormwater General Permit (SWPPP) and Washington Department of Fish and Wildlife.
4. Conform with the Washington State RCO Agency Guidelines for state and federal aid projects.
5. Conform with the 30% conceptual design based on community engagement conducted by The Trust for Public Land
6. Incorporate Creative Placemaking element(s) identified in South Lynnwood Park Cultural Research report. See **Attachment 2** – for South Lynnwood Park Cultural Research report.

SCOPE OF SERVICES

The scope of services includes project management of park design development, engineering, environmental and stormwater permitting, cultural resources studies, and preparation of construction documents necessary to complete the design and construction of South Lynnwood Park Renovation in accordance with City and funders' goals, RCO grant requirements, and applicable laws and regulations. The Consultant will also provide technical support for the City's coordination and communication with RCO, regulatory agencies, and the general public.

Final scope and detailed tasks will be negotiated with selected Consultant, but the work is generally represented by the following:

Project Management

1. Presentations
2. Project and budget Management
3. RCO Progress Reporting
4. Construction Management
5. Project manual and specifications

Design & Engineering

1. The Consultant will provide design and engineering for park redevelopment. This includes but is not limited to:
 - a. Furnish 60% and 90% design plans
 - b. Color and materials board, perspective renderings, photographs

- c. Conduct Cultural Resources Study
 - d. Secure a Geotechnical Engineer to finalize Geotechnical Report. See **Attachment #3** – for Preliminary Geotechnical Report.
 - e. Secure an Arborist for a final arbor assessment and plan. See **Attachment #4** – for Tree Removal and Retention Plan.
 - f. Incorporate creative placemaking elements identified in South Lynnwood Park Cultural Research Report
2. Conduct Public Outreach on final design and coordinate with project funders and partners
 3. Upon approval by the City, submit all applicable permit applications, including final construction plans and all required reports and calculations.
 4. Submit a final construction cost estimate

Permitting

1. City of Lynnwood: critical areas, building (playground and picnic shelter), clear and grade, and tree removal permits
2. Department of Ecology and Lynnwood stormwater permits (SWPPP)
3. WDFW, as needed: the current scope of work should not require a Hydrologic Project Approval (HPA), but if there is major drainage or culvert upgrade related to the two Type F streams, then an HPA permit may be required

Bid Documents

1. Consultant shall provide 100% plans, specifications and estimates of construction costs, and bidding documents compliant to City standards.

Bid Award & Construction Support

1. Work with Procurement staff to develop ITB, answer bidders' questions and develop addenda.
2. Review construction submittals
3. Attend project site meetings as required to address questions by the City or contractor and review progress and quality of work.

PROJECT TIMELINE

Winter 2019 – RFQ for A&E Services

Spring 2019 – Design development (60%, 90%); arrange permit pre-application meetings

Fall 2019 – Finalize design for construction drawing and submit permits

Winter 2020 – ITB for Construction and activities begin

Summer 2020 – Park opening

Attachment A to RFQ #3094
South Lynnwood Park Renovation
Final Design
Standard Contract



City of Lynnwood
Procurement and Central Services
Division
425-670-5000

THIS CONTRACT # _____ ("Contract") is entered into by the City of Lynnwood Washington, (the "City"), and _____ (the "Contractor"), whose address is _____. The City is undertaking certain activities related to, #3073 South Lynnwood Park Renovation Final Design and, the City desires to engage the Contractor to provide Work in connection with such undertakings of the City,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS -

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - Scope of Work Exhibit A
 - Price Attachment Exhibit B
 - Certificate(s) of Insurance and Policy Endorsement Exhibit C
 - Other Exhibits and attachments (if applicable)
3. Request for Submittal (if applicable - as modified by any addenda)
4. Contractor's Submittal (if applicable)

II. CONTRACT TERM

This Contract shall be effective when countersigned by The City and shall expire number (2) years after the date of the City's signature, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT **OPTIONAL**

The City shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed \$0.00.

IV. ACKNOWLEDGEMENT AND AUTHORITY

The parties acknowledge that they have had the opportunity to review this Contract. Therefore, the parties expressly agree that this Contract shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

The parties executing this Contract have authority to sign and bind its represented party to this Contract.

COMPANY NAME

THE CITY

Authorized Signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted: _____

Date Accepted: _____

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the City that the Contractor has completed the Work in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of Work under the Contract.

Day: Calendar day.

LMC: The Lynnwood Municipal Code.

Measurable Amount of Work: A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one-week period.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the City to manage the project on a daily basis and who may represent the City for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The City is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.3 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the City the Contractor shall furnish invoices to the project manager identified in notices section of this contract. All invoices shall contain the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The City will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the City. Within thirty (30) Days after receipt of an invoice, the City shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the City will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the City.

2.4 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the City. The Contractor shall provide documentation satisfactory to the City in support of its request, such as changes to the Consumer Price Index for the Seattle-Tacoma-Bremerton area. The City reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the City shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.5 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the City shall change or modify the Contract. The City may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.6 Changed Requirements

New federal, state and City laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.7 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the City immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.8 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

THE CITY	CONTRACTOR
Project Manager: Sarah Olson, Deputy Director	
Lynnwood Parks, Recreation & Cultural Arts Department	
19100 44 th Avenue W.	
Lynnwood, WA 98036	
425-670-5732/solson@lynnwoodwa.gov	

2.9 Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of the Code of Federal Regulations and the Contractor is required to verify that none of the Contractor, its principals, or affiliates, are excluded or disqualified from receiving contract award by the Federal Government. The Contractor is required to comply with CFR and must include the requirement to comply with the CFR in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of the CFR while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.10 Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the City, the Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the City by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the City only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the City and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the City on account of such litigation or claims. In the event that the City incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the City evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the City shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the City, deliver to the City all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to provide such insurance in a timeframe acceptable to the City shall enable the City to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.4 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the City with certificates of insurance and endorsements required by this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$2,000,000 Per Claim and in the Aggregate
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$1,000,000

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The City, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The City requires this Endorsement to complete the Contract.**

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the City and shall be the sole responsibility of the Contractor
3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the City.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the City.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.**

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the City. The City shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 3. Any Person having an existing contract with the City or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the City by offering any valuable consideration, thing or promise, in any form to any City official or employee shall have his or her current contracts with the City canceled and shall not be able to bid on any other City contracts for a period of two (2) years.
- C. Disclosure of Current and Former City Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. City employees or former City employees are prohibited from assisting with the preparation of submittals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the City or within one (1) year after leaving City employment if he/she participated in determining the Work to be done or processes to be followed while a City employee.
 2. Contractor shall identify at the time of offer current or former City employees involved in the preparation of submittals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former City employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the City's Project Manager of current or former City employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the City, the state and/or federal agencies or officials at all reasonable times in order to monitor and

evaluate the Work provided under this Contract. The City shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the City all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each City division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the City under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the City will release the portions of record(s) deemed by the City to be subject to disclosure. The City shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the City. The City in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted, or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the City.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the City, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the City. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the City prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the City either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the City data in any form without the prior express written approval of the City.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the City or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the City's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the City of such requirement prior to disclosure.

SECTION 7 CLAIMS AND APPEALS; DISPUTE RESOLUTION

7.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The City reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Central Services Division Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final.

Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the City.

7.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 7.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

7.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in The Snohomish County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 8 TERMINATION

8.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the City without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the City will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the City may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the City with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the City, the City may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the City caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the City to verify compliance with the Contract, applicable laws and regulations.

4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the City hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the City may, upon written notice to the Contractor, terminate this Contract in whole or in part. If the Contract is terminated pursuant to this Section 9.1.C: 1) the City shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.
2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the City Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 9 MISCELLANEOUS

9.1 Other Public Agency Orders

Other federal, state, City and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

9.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

9.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

9.4 No Third-Party Beneficiary

This Contract is for the sole and exclusive benefit of the City and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

9.5 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

9.6 Non-Waiver of Breach

No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

SECTION 10 Federal Contracting Requirements

This Contract may be partially funded by the Federal government (FTA). The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of the federal terms and conditions.

10.1 Changes in Federal laws, Regulations, Policies and Administrative Practices

New federal laws, regulations, and directives may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

10.2 No Federal Government Obligations to Third Parties

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

10.3 Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

10.4 Title VI Compliance

The Contractor shall comply with and shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal government. The Federal Government and or the City has a right to seek judicial enforcement with regard to any matter arising under Title IV of the Civil Rights Act and implementing regulations.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

- A. Nondiscrimination The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.
- B. Prompt Payment. The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty (30) Days from the receipt of each payment the Contractor receives from the City. The Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) Days after the Subcontractor's Work is

satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE Subcontractors.

- C. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - 2. Cancellation, termination, or suspension of the contract, in whole or in part.
- D. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs of this section in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

10.5 Disadvantaged Business Enterprise and Other Small Business Participation

The City encourages Contractors to carry out the following steps to facilitate DBE and other small business participation, which may be either on a direct basis in response to this solicitation or as a Subcontractor to a bidder.

- A. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.
- B. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved
- C. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiate in good faith with interested DBEs and other small businesses.
- E. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.
- F. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively use the services of available minority/women community organizations, Contractors' groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

10.6 Audit and Inspection of Records

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the City, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect and

reproduce as needed all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the City makes final payment and all other pending matters are closed.

10.7 Access Requirements for Individuals with Disabilities

The City and the Contractor are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and following regulations and any amendments thereto.

10.8 Interest of Members of or Delegates of Congress

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

10.9 Disclosure of Lobbying Activities

Contracts in excess of \$150,000 require a Certificate of Lobbying Activities, to be completed and submitted to the City with the proposal.

The Contractor certifies that it shall not and has not used Federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the City.

The Contractor shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

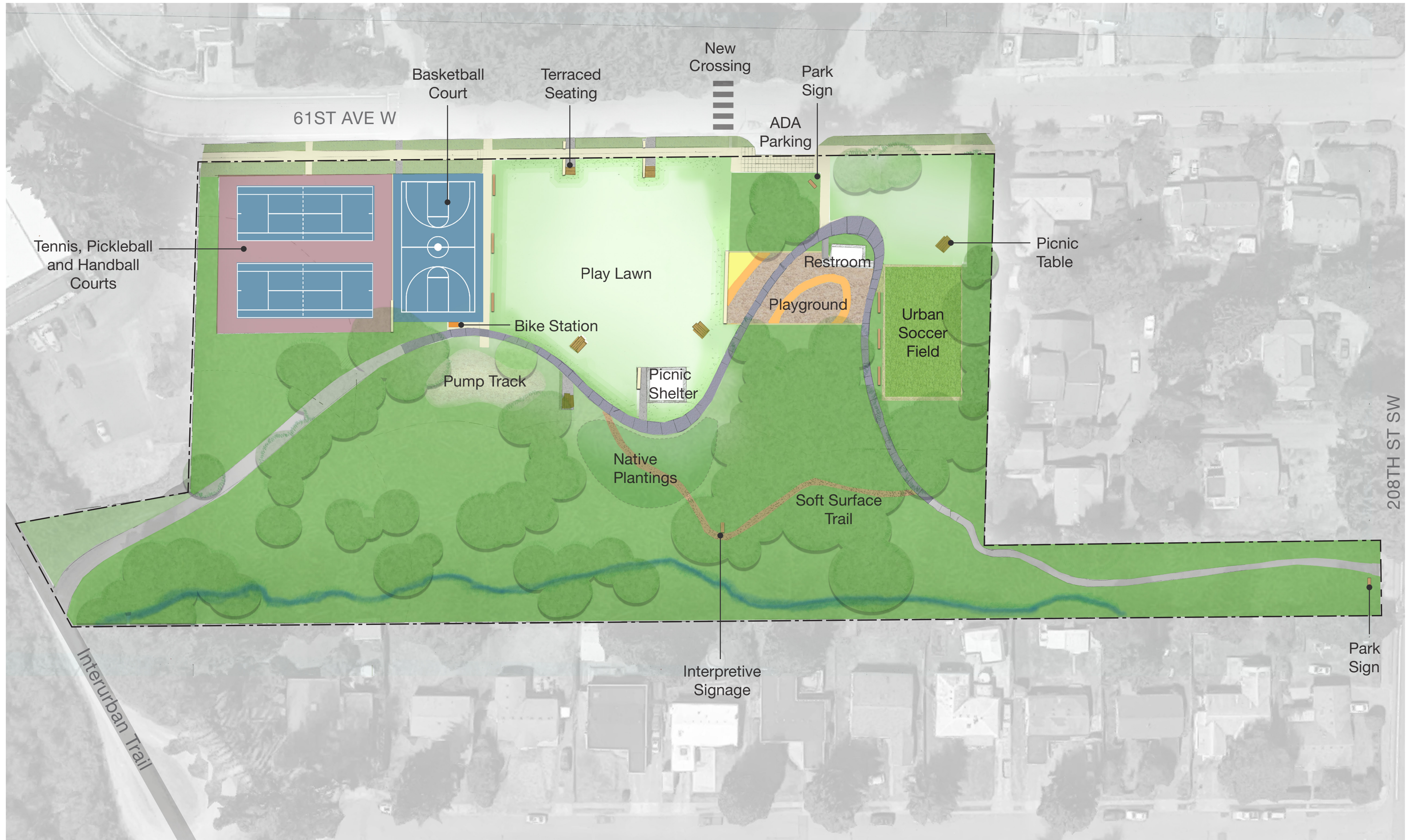
10.10 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the City in connection with this project, the City reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(k)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

END OF TERMS AND CONDITIONS

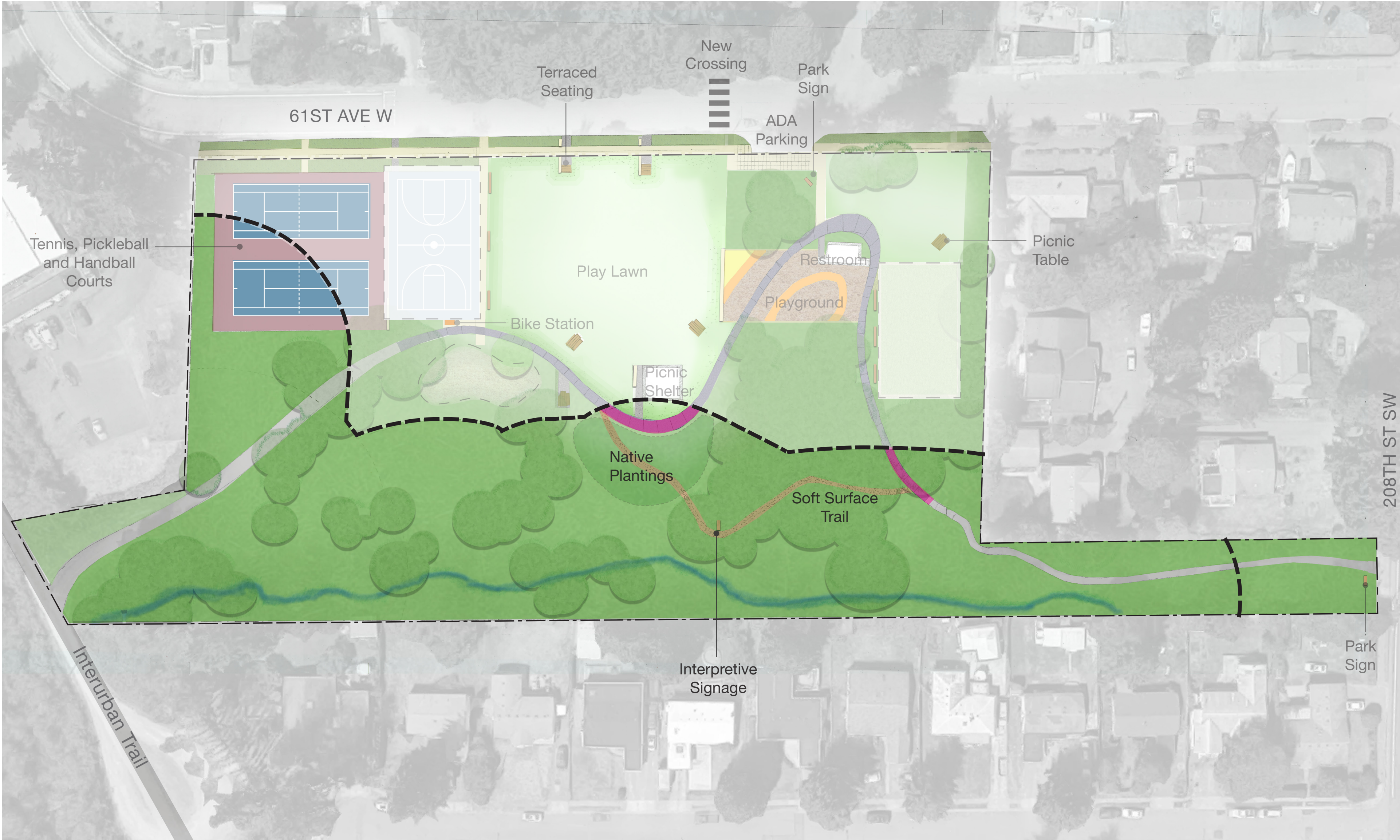
South Lynnwood Park



South Lynnwood Park - Phase 1



South Lynnwood Park - Environment





RFP 3094 Attachment 2

SOUTH LYNNWOOD PARK

Cultural Research Report

Cultural Cartographies

Rodrigo Renteria-Valencia, Ph.D.

Isabel Carrera-Zamanillo, Ph.D.

Julieta Altamirano-Crosby, Ph.D.

SOUTH LYNWOOD PARK

CULTURAL RESEARCH REPORT

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INTRODUCTION

Parks are more than green spaces in urban environments, they are dynamic socio-ecological systems that bring communities and nature together. A great park starts with a vision and a plan, but it only becomes a real community asset when it attends to the needs and interests of the area or neighborhood in which it is located. In consequence, data and information are pivotal in the design of a park project, but its core foundation relies on the insights from the people who live, work, and actively transform the neighborhood.

The South Lynnwood Park was built in 1978, but since then minimal renovations have been done. Currently, the South Lynnwood Park not necessarily meets the needs of the surrounding area, failing to attract members of the community as might be expected in such a dense neighborhood. In 2018, the Trust for Public Land and City of Lynnwood started a series of activities to get the community involved in the renovation of the park. This report, based on the initial project proposed by the City of Lynnwood, includes the insights of users of the park and neighbors living nearby to better inform the design of programs of community integration and placemaking (spatial cultural appropriation).

The overall primary goal of this report is to assess the current conditions of South Lynnwood Park from the users’ perspective and to identify the preferences of potential users to inform the renovation of the park. Public consultation began in August 2018 and continued through September 2018. The recommendations listed in this report are based on what members of the surrounding community expressed via surveys and interviews.

SOUTH LYNNWOOD PARK

Acquired in 1975 and developed in 1978, [South Lynnwood Park](#) (SLP) is located at 20915 61st Avenue West, in the south Lynnwood neighborhood in western Washington. Extending over 4.5 Acres, one acre of the park is forested with the remainder developed for active recreational use. Amenities include:

- [Play Structure](#) (ages 5-12)
- [Tot Lot](#), (ages 2-4)
- [2 Tennis Courts](#)
- Basketball Court
- Ball Wall
- [Large Grass Play Area](#)
- [Forested Area](#)
- [Walking Trail](#) (0.2-mile)
- [Interurban Trail Access](#) (access is available at the south end of the park).
- [Picnic Facilities](#)
- [Restrooms](#)
- On-Street Parking

Currently, most of the infrastructure is in poor condition and plans to update the playground are already in motion according to an article on the [Herald Net](#) (Rikki, 2018). But much remain to be done regarding not only an upgrade in its infrastructure but in terms of assessing what type of upgrades will be more culturally/practically relevant for the different communities that could potentially use this space. In response, the following **RESEARCH QUESTION** was proposed: **how to make South Lynnwood Park a more culturally relevant space for its surrounding communities?** The expected outcomes of such approach aimed to identify the most relevant upgrades, both programmatic and in terms of infrastructure, that could be implemented at South Lynnwood Park. Building on the data obtained a number of recommendations emerged—which will be discussed at the end of this report.

RESEARCH METHODS

In terms of **METHODS** this project unfolded in two stages: exploration and analysis. The first phase was devoted to identifying key (present and potential) stakeholders at South Lynwood Park. The above was achieved primarily through informal and open-ended interviews conducted with subjects identified through snowball and purposive sampling. Fieldwork was conducted at intermittent periods in South Lynwood park and adjacent communities—including other public spaces and private homes. The project formally initiated in late July and extended until late August. The design of the tools used to build this report was informed by initial improvement plans facilitated by City of Lynnwood, neighborhood census data, as well as digital maps of the park. This data guided the design of the social assessment.

To begin the exploratory assessment, we conducted several visits to South Lynwood Park (at different days of the week and at different times) to conduct on-site visual assessments to understand the current state and usage of the park facilities. During the months of August and September 2018, we attended several events organized by City of Lynnwood in South Lynwood Park and interviewed attendees using a six-question, semi-structured interview, to identify current park uses and community interests. In addition, we went from door-to-door to businesses, surrounding organizations and living communities within the South Lynwood neighborhood to invite neighbors to participate in a short semi-structured interview (see Appendix 1). Questions were available in English and Spanish, and bilingual interviewers conducted the study. The interview protocol covered topics around awareness and usage of the park, including perceptions and preferences. All interviews remained anonymous and no demographic data was collected. The qualitative data collected included notes and quotes from semi-structured interviews, field notes from on-site observations, and photographic documentation. Complementing this methodology, a [short survey](#) (see Appendix 2) was developed aiming to capture key demographic and cultural information around the park.

The second phase triangulated and analyzed all data obtained in order to define key infrastructure and programming to be implemented in the park. Phase two went from mid-August to late September. A draft of the final report was produced at the end of this period. For the analysis, the data collected through the different approaches was triangulated to maximize the reliability of the information contained in this report. Full team debriefs were conducted every other week to discuss observations, to clarify insights, and to reflect on the overall research process. Research results will be presented and discussed with city officials during different meetings to be scheduled.

RESULTS OF EXPLORATORY PHASE

Lack of visibility and accessibility

During the exploratory phase of this research, an indisputable fact emerged: **local people are unaware of the existence of South Lynwood Park**. This was made obvious in the different interviews conducted—and to a degree explains the null response of people in the survey. It is clear that only a handful of families or individuals know the park, and even a smaller number of them actually use it. A few of those individuals who actually acknowledge the location or existence of the park stated that they prefer to go to North Lynwood Park because “that one actually had things to offer, like games, a spray park and places to do exercise”. The implications of this consistent lack of knowledge about the existence of South Lynwood Park are considerable, not only for this research project but especially for its management.

Approximately ninety percent of the interviewed neighbors and merchants interviewed off-site did not know the existence of the park. The reasons why people may be unaware of the park’s existence are multiple: the park’s location plays a crucial role on this—it is not only hidden away from Pacific Island Highway where major traffic of people takes place but also from 208st SW, a main artery in the neighborhood. Unless therefore someone takes you there, you know the park exists, or you run into it by accident, people have no reason no know of its existence. This invisibility is exacerbated by the poor or inexistent signings around the park, both physically but also virtual—there is very little (or null) information online about the park, its resources or events that may take place there. The few signals located in the park are in English and not necessarily visible from the distance. This seems to have a negative impact that affects the visibility and perception of the park, even in nearby neighbors. It is also important to note that accessibility to the park is limited; no major routes of public transportation pass by or stop close the park. The nearest bus station, located ~5 blocks away on Pacific Island (route 101) is more than 2,700 feet away. The mere logistic of how to get to the park can certainly discourage people that lack private transportation. In this context, potential users of the park is likely limited to people who live adjacent to it.

Figure 1: Current signing at SLP



According to our interviews nonetheless, even people living or working a few blocks from the park ignored its existence. Very few people working on the different commercial establishments located around the intersection of Pacific Highway and 208st were aware of the park. Part of this lack of awareness of the existence of the park is the mix urban fabric that surrounds the space, parts industrial area, interspace by two large low-income gated communities, a number of 1960/70s middle income blocks and very recently developed high-end houses. Within this complex fabric, the presence of the park is not intuitive.

SLP's invisibility within the neighborhood is due in part to:

- Location
- [Poor signing](#)
- Scarce infrastructure (attractions)
- [Security concerns](#)
- [Limited maintenance](#)
- Difficult accessibility (no major routes of public transportation)
- Lack of relevance for the surrounding communities as a public space

In this context, it is clear that before the city can meaningfully address what type of infrastructure can or should be offered in the park or what kind of aesthetics could be culturally appealing to the surrounding communities. The inevitable first true challenge involves addressing the park's invisibility and lack of accessibility; only by having this consideration at the forefront of any proposed programs or initiatives, the city aspire to make South Lynwood Park a relevant space for everyone.

Infrastructure: from Space to Place

The Trust for Public Land and City Parks Alliance (see Appendix 3) define placemaking “as a cooperative, community-based process using arts and cultural expression to create or rejuvenate parks and open spaces, thus deepening a sense of place and inspiring community pride”. As Lynnwood continues to grow and attracting a diverse population, designing spaces to promote a sense of belonging through community cohesion becomes pivotal. The challenge, regarding South Lynnwood Park, resides in co-designing infrastructure that is relevant for the communities that the city aspires to serve in this public space. The city has already proposed a number of structural improvements on the park; however, much remains to be considered regarding community input—asking the few visitors of the park what type of improvements they wish to see taking place in the park as rather little representativeness in terms of the target communities the park aspires to serve. In other words, with only a fraction of all potential visitors being surveyed—the ones that actually use the park—confirmation bias is present. For instance, if some of the visitors are tennis players and they go to the park to play tennis, if asked in a survey what they would like to see improved in the park, they will likely request improved tennis facilities. But this request may not be (culturally) representative of what the surrounding communities may feel they need, especially with all the cultural/class diversity of South Lynnwood. Therein the importance of community-based placemaking designs.

Based on direct observations and data collected through interviews we identified four main areas of usage of the park:

1. Playground, especially for younger children.
2. Trails: Walking (especially older people and parents with babies in strollers), running, and cycling (mostly adults using the bike trail).
3. Grassed areas: Physical activities including soccer. In addition, during the different visits to the park families took their dogs to play in the park as well.
4. Basketball court: Used by young adults to play basketball and used by teens to play ground games.

Based on these observations, some of the proposed infrastructural changes at SLP are obvious. The poor conditions of certain areas are self-evident and they need to be fixed. However, not all proposed actions may be the best fit for the park, especially if the intent is to transform a (physical) space into a (meaningful) place.

PROGRAMMING: OPTION A



Figure 2- Programs proposal for South Lynwood Park (design provided by City of Lynnwood)

Even when exercise seem to be a reason for the use of the facilities, socialization seemed to be the main driver for visiting the park. This was corroborated with the preferences indicated during interviews. Individuals consulted on-site emphasized their interest to have access to better facilities: More community activities/events; a fenced basketball court and a space to play soccer; a new and bigger playground, with an area for ground-games; a covered area with more sitting options, picnic tables and grilling facilities; an area for skating; safer restrooms and more lightening; more accessible entrances for people with disabilities.

These are to a large degree basic services any park should offer. In this context, it is clear that the people who use the park perceive it as poorly maintained. This perception of abandonment can be confirmed with photographic evidence collected: Paved trails ([photo 1](#); [photo 2](#); [photo 3](#)); playground ([photo 4](#); [photo 5](#); [photo 6](#)); restrooms ([photo 7](#); [photo 8](#)); dirt areas ([photo 9](#); [photo 10](#)); signs ([photo 11](#); [photo 12](#)); open drainage ([photo 13](#)); basketball and tennis courts ([photo 14](#), [photo 15](#)), and semi-cleared spots ([photo 16](#), [photo 17](#)). All of these images show at different scales de degree of abandonment of the park. Condition that send a strong message to the surrounding communities (re “you do not deserve basic services; we will not invest in you”). In turn, few people make this park their own.

For this reason, it is fundamental that the city invest in this park, ideally co-designing its infrastructure/programs with the aid of its surrounding communities—the only stakeholders that can truly define what services will be relevant for the greatest number. In this context, it is highly recommended that the city creates partnerships with already-existing programs devote to co-design communal spaces; a participatory approach that will no doubt positively impact the two

greatest challenges to address at SLP, namely lack of visibility and the poor condition of its infrastructure.

Photographic evidence:



Paved trails: Photos 1, 2, 3.



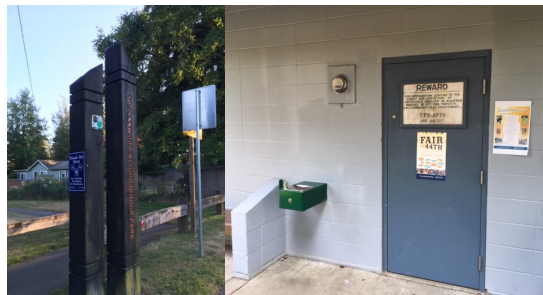
Playground: Photos 4, 5, 6.



Restrooms: Photos 7, 8.



Dirt areas: Photos 9, 10.



Signs: Photos 11, 12.



Open drainage: Photo 13.



Basketball and tennis courts: Photos 14, 15.



Semi-cleared spots: Photos 16, 17.

Culture or the aesthetics of inclusion

A park is a common ground. A common ground between differences in social class, ethnicity, “race”, or culture. In this tenet, research participants shared an understanding that aesthetical considerations around colors and cultural motifs were at this stage, the less important problem for the park. Regarding the park’s general appearance, users did not show any preference for types of art, but most of the people interviewed said that they would like to see more colors in the facilities and around the park, as well as better maintained vegetation, especially regarding bushes and blackberry shrubs. Thus, even though the expressed request around this research project was to investigate what cultural aesthetics should ornament the park’s new infrastructure, it soon became obvious that other considerations were more pressing, like communicating that, the park exists and what it offers.

The development of strong communication channels (language appropriate and culturally relevant) to encourage the participation of the communities around the park, especially to participate in recurring events, might also help attracting visitors. Although social media is a commonly used channel, other forms of media should be used, included press media and media offered in other languages. Consider that flyers and digital messages have a limited reception in immigrant communities. Other effective channels of communication are community and religious organizations in the area. The creation of community events to participate in the rehabilitation of the park can contribute to the process of placemaking.

In this sense, a more festive palette of colors and proper lighting suffice at this stage of the park’s renovation to encourage placemaking. The cultural appropriation of these space will be gradual, as different type of people find in the park a space to coexist. According to the U.S. Census, Hispanics/Latinxs, Koreans, Ukrainians, Philippines, and Vietnamese are well represented in the area. Yet, it is Somali and Ethiopian families the ones to visit the park beyond their Caucasian counterparts. This equation will likely change as the park is revitalize and neighbor’s participation substantially increases. Which means new cultural aesthetics may be relevant at different stages. What matters now is that the park finds in the infrastructure, places to socialize and play—from grilling areas to sport courts. Once these spaces become relevant places of interaction, a number of city-lead programs can organize user of all ages to create/design/implement cultural motifs, like murals (a project amicable to take place on first instance in the handball court wall). The design and creation of other murals, fenced art, and

even the installation of a community garden can contribute to this objective as well. Other elements that users suggested could also be added to the current park are:

- Comfortable seating areas
- Trails with separate walking and cycling lanes
- Bike racks
- Snake run/ skate dot provides beginner-level skaters and bikers with a space to gather and develop their skills
- More colors across the park
- More drinking fountains and appropriate garbage/recycling containers
- A separate area for dogs; add a dog waste bag dispenser to encourage people to pick up after their pets.
- Interactive fountain or water features
- More ramps and accessible paths for people in wheelchairs and strollers

In sum, it is thus that time will define what is aesthetically relevant for people visiting South Lynwood Park; what matters is that park is known and what it offers.

IDEAS AND INSPIRATION

The concepts, ideas, and images presented on the following pages are intended to serve as source of guidance and inspiration for the development of infrastructure and artwork, based on the information gathered for this report and the preliminary ideas shared by City of Lynwood.

-Comfortable seating areas:

The lack of appropriate seating was a point made by most of the people interviewed. Art can be incorporated in the design of new seating spaces. This can include not only benches, but also picnic tables and covered spaces. In particular, immigrants tend to be more family-oriented; 40% of those who were consulted expressed that they would like to see more grilling and eating areas.



Figure 3. Ideas for seating areas: Benches, picnic tables, eating covered areas.

-Trails and additional infrastructure for bicycles:

Currently, part of the existing trails are shared with the interurban trail, used by many biking commuters. The fact is that the trails are being used by people of all ages, families with strollers and toddlers, as well as by people with dogs on leash. By adding a special lane for bicycles, as well as a zone for additional biking and skating activities, more people would feel more comfortable using the park and different audiences would be served.



Figure 4. Ideas for bike trails, areas, and racks..

-Playgrounds:

90% of the people consulted expressed that the existing playgrounds at SLP are outdated and not suitable for all children. Some children complained about the current type of swings since they get constantly hurt. In addition, simpler path games, such as four-square were popular during the events organized by City of Lynnwood such as Meet at the Park and Free Meals organized by the Edmonds Foundation. Even more, part of the playgrounds could include some water features.

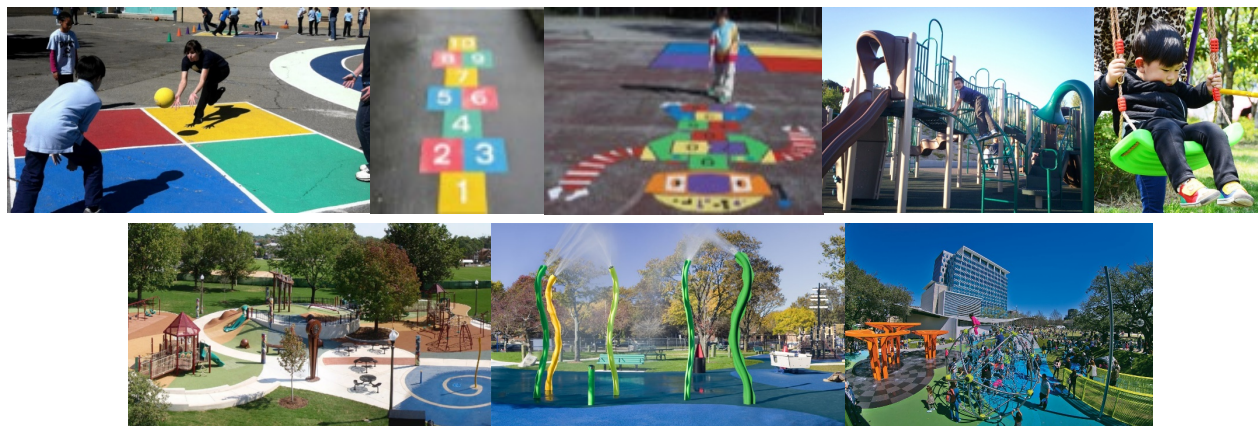


Figure 5. Ideas for games and playgrounds.

-Sports courts and other delimited areas:

A great concern of the users is the fact that the basketball court is not delimited, which creates problems not only to recover balls, but also to safety to the children playing in the near playground. In addition, many users expressed that they prefer to play soccer rather than basketball or tennis. Fenced multi-sports courts can attend the different interests. In addition, a delimited area for unleashed dogs is suggested based on the current usage of the park. These delimited areas will provide safety to all users while promoting a sense of respect. Art fences and art posts will help to make these areas more colorful and attractive.



Figure 6. Ideas for delimited areas: Sports and off leash dog areas.

-Community-building and place-making events:

Most of the people interviewed indicated that if there were more events at the park, properly announced, they would visit more the park. This constitutes a great opportunity to engage with the community through public art, cultural and even sports programs. City of Seattle publishes and distributes a brochure called “Arts in Parks,” where they announce the planned programs for the year, making emphasis in involving diverse communities.



Figure 7. Ideas for community events: Community-created murals, movie nights, festivals, sports tournaments.

-Increase accessibility:

Among the people consulted who use the park, an area of concern is the few services available across the park in terms of drinking water fountains, garbage bins, and accessible ramps. Most of the existing facilities are centered on the restrooms and all messages are in English, even when the presence of international immigrants in the area is notorious.



Figure 8. Accessible features: Drinking fountains, garbage bins, welcoming signs in different languages, ramps for wheelchairs and strollers.

-Ecological restoration and environmental justice:

Part of the complaints received regarding the park is the abundance of blackberry bushes, which can be harmful, especially for children, but also the bushed areas where needles and other garbage are usually found. This is not only an issue of safety, but also of environmental justice. The South Lynwood community could be involved in different restoration projects including cleaning and thinning, incorporation of native plants, and the creation of community gardens.



Figure 9. Environmental features: Water capture bins, native ground covers, art based on cultural-environment local features, community gardens and events for cleaning and restoring the natural areas.

RECOMMENDATIONS

This research identified three key areas of concern: lack of visibility/accessibility; poor infrastructure; the challenge of cultural relevance. It is our understanding that addressing the first two issues from a community-based participatory approach will inevitably solve the last concern. Following these logic, we conclude with the following recommendations:

- To place South Lynnwood park at the reach of people.
- To reimagine South Lynnwood park's spaces and services through a participatory, place-building process.
- To allow this participatory process to define the cultural faces of South Lynnwood park.

Regarding specific artworks, this should be inclusive and accessible to diverse audiences. It should include communities across generations and cultures. Human populations are highly dynamic, while public spaces such as parks represent those gathering spaces to engage with individuals and families and begin authentic processes of community building. At the core of these processes should be the active involvement of the current and future users of the space. Furthermore, parks also constitute a space with socio-ecological communities interact. Processes of ecological restoration should be considered as part of the renovation plans. Especially when talking about community-building initiatives based on place-making efforts, principles of equity and environmental justice come into place. The South Lynnwood Park constitutes an excellent opportunity to embrace these principles, offer opportunities to individuals and families to connect with nature and promote environmental stewardship.

In sum, we suggest inviting the communities living in vicinity to the park to participate in part of the processes of renovation of the park as a way to increase visibility, ownership, but overall, a sense of community.

REFERENCES

Rikki K. June 21, 2018. Muddy and Puddly, a Lynnwood Park needs a Facelift. Retrieved from: <https://www.heraldnet.com/news/city-plans-new-features-for-aging-south-lynnwood-park/>

APPENDIX 1. LIST OF BUSINESSES AND COMMUNITIES VISITED

- Whispering Cedars Apartment Homes
- Pine Wood Square Apartments
- Donut Factory
- Pollos San Fernando
- Walgreens Pharmacy
- La Esperanza store and clinic
- Stadium Flowers
- Japanese Auto Care
- Culture Barber Studio
- Treat yourself Day Spa
- Toshis
- Jugos Mexicanos
- Salon de Belleza Yeraldi
- Taqueria El Antojo restaurant
- Café Neo
- YWCA Pathways for Women
- InterCP (Evangelical Church)
- Lynnwood Vision Center
- River of Life Christian Center
- United States Postal Service
- Edmonds Community College
- Edmonds School District
- College Place Middle School

We want to make South Lynwood Park part of your days!

To do so, could you please answer a few questions? The information you provide is completely anonymous.

¿Do you know South Lynwood Park or live nearby?

YES NO

In case you do not know, South Lynwood Park is located a mere half a block south of 208 st. on Avenue 61. You can access it too via the interurban trail.

¿Do you or your family visit South Lynwood Park ?

YES NO

¿How often you visit the park?

Never

Almost every day

Once a week

Once a month

Whenever there is an event

Could you explain your answer?

What is it that you would like South Lynwood park to have for you to visit regularly?

1.

2.

3.

4.

5.

What would you change or remove of the park?

1.

2.

We truly appreciate your answers! If you have any question or comment, please contact us at slynnwoodpark@gmail.com or at the number 509 899 6339. We look forward seeing you at the Park!

Survey for children attending the Free Lunch Program by the Edmonds School District Foundation in South Park Lynnwood // Encuesta para los niños que asisten al Programa de Lunch Gratis por parte de la Fundación de Edmonds School District en South Park Lynnwood..

- 1.- ¿Qué tipo de juegos practicas regularmente? /What kind of games do you regularly play?
- 2.- cuando vienes al parque, ¿a qué juegas? / When you come to the park what do you play?
- 3.- ¿Qué es lo que más te gusta del parque? / What do you like most about the park?
- 4.- ¿Que no te gusta del parque? / What don't you like about the park?
- 5.- ¿Qué tipo de juegos te gustaría que hubiera en el parque? / What kind of games would you like to have at the park?
- 6.- ¿Qué tipo de actividades te gustaría que la gente hiciera en el parque? / What kind of activities would you like people to do in the park?
- 7.- ¿Qué tipos de dibujos, arte, colores, figuras, te gustaría que hubiera en el parque? /What types of drawings, art, color, figures, would you like to have in the park?

APPENDIX 3.

<https://www.weareteachers.com/a-fun-earth-day-recycled-garden-activity/>

<https://handsonaswegrow.com/nature-suncatcher-wind-chimes/>

<https://www.goodnet.org/articles/6-ecofriendly-arts-crafts-projects-for-kids>

<https://www.creativedisplaysnow.com/articles/creative-cardboard-environmentally-friendly-and-recycled-art-projects-for-kids/>

APPENDIX 4.

[../..../CWU Teaching/CWU Evaluations/Comprobatorios/F180/Ethnicity@Lynnwood.pdf](https://www.cwu.edu/~cwu/teaching/cwu-evaluations/comprobatorios/F180/Ethnicity@Lynnwood.pdf)

RFP 3094 Attachment 3

June 29, 2018



Excellence. Innovation. Service. Value.

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Draft

Submitted To:
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Company Name (if applicable)

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100942-001

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- C Important Information About Your Geotechnical/Environmental Report

Draft

**PRELIMINARY GEOTECHNICAL REPORT
SOUTH LYNNWOOD PARK PROJECT
LYNNWOOD, WASHINGTON**

1.0 INTRODUCTION

This report presents preliminary geotechnical engineering conclusions and recommendations for the South Lynnwood Park Project in Lynnwood, Washington. The project site is shown in relation to surrounding features on the Vicinity Map, Figure 1.

The purpose of this report is to summarize our recent subsurface explorations, describe subsurface conditions at the Project site, and provide recommendations for foundation design and construction. We understand that the recommendations in this report will be used to assist in the design of the proposed South Lynnwood Park Project redevelopment.

Our services were performed in accordance with our Geotechnical Engineering Services Proposal dated June 22, 2018, and included:

- Reviewing geologic and geotechnical information at and adjacent to the site, including geotechnical explorations, geologic maps, and available reports for the area.
- Visiting the site to explore subsurface soil and groundwater conditions at the site with six test pits.
- Completing laboratory testing and engineering analyses on retrieved soil samples.
- Preparing a geotechnical report that will present a summary of geologic conditions and recommendations for foundation design and construction.

2.0 SITE AND PROJECT DESCRIPTION

The current park comprises approximately 4.2 acres in a residential area. Approximately 1 acre of the park is forested and the rest is developed for active recreational use. The park is a relatively flat, grassy area interspersed with coniferous and deciduous trees. There are areas of higher elevation (350 to 355 feet) located at the north end and southeast corner of the park. The lower elevation (345 feet) area within the center of the park contains the grass playfield. We understand that before the site was developed into a park, it may have been a wetland. Historic site information from the City of Lynnwood website shows that the park was acquired in 1975 and developed in 1978.

Based on our observations and conversations with Eric Peterson, we understand that there are several depressions in the park at and around the existing basketball court. These are most likely due to rotting tree stumps covered with fill material during original park development. We understand that the City of Lynnwood (Parks, Recreation, & Cultural Arts) plans to upgrade the existing tennis courts and maintain the lawn area, and construct an artificial turf field, a new multi-use sports court, and a new playground area. Current plans indicate that the artificial turf field will be located north of the bathroom facility, and the multi-use sports court will be located north of the existing tennis courts. New playground equipment will include a tree house/deck, a boardwalk, and various landscaping. The lawn will remain relatively flat and consist of a large seeded and irrigated area. The proposed new park features are shown in Figure 2.

3.0 SUBSURFACE EXPLORATIONS

3.1 Test Pits

Clearcreek Contractors, Inc. (Clearcreek), under subcontract to Shannon & Wilson, excavated six test pits (TP-1 to TP-6) on June 22, 2018. Clearcreek excavated the test pits with a mini-excavator to depths of 2.3 to 5.2 feet below ground surface (bgs), in locations of most importance to proposed construction. It should be noted that the explorations were conducted until very dense, natural soil was encountered. Upon completion of the test pits, Clearcreek backfilled the excavations with soil removed from the pits and compacted it in lifts with the excavator bucket. Test pit details are shown in Figures A-2 through A-7 of Appendix A.

3.2 Exploration Locations and Soil Sampling

Approximate exploration locations are shown on the Site and Exploration Plan, Figure 2, and were estimated in the field based on site features. The ground surface elevation at each test pit was estimated from topographical information provided by Eastside Consultants, Inc., and is included on the test pit logs in Appendix A. The location and elevation of the explorations should be considered accurate to the degree implied by the method used. Appendix A discusses in further detail the techniques employed to perform the excavations and describes the sampling procedure. Figure A-1 of Appendix A presents an explanation of the symbols and terminology used on the logs.

4.0 SUBSURFACE CONDITIONS

4.1 Local Geologic Conditions

The topography and near-surface stratigraphy of the site are the result of the last glacial advance and retreat. The glacial advance deposited glacial drift including very dense and hard clay, sand, gravel, and basal lodgement till. These layers have been overridden by about 3,000 feet of glacial ice. During ice retreat, the ice and meltwater deposited loose to medium dense sand and gravel with varying amounts of silts and clay. Human activities have modified the area by grading and filling.

4.2 Subsurface Conditions

Subsurface conditions encountered in the test pits were generally consistent throughout the site. The following soil layers were observed during exploration:

- **Topsoil**, generally consisting of brown, silty sand with gravel and poorly graded sand with silt and gravel. This layer was typically dry and contained organics and small roots. The topsoil layer extended to about 6 inches bgs.
- **Weathered glacial till**, generally consisting of very dense, dark brown or red-brown, well-graded sand with gravel and silt. This layer extended below the layer of topsoil to the bottom of all test pits (except for TP-2).
- **Fill**, generally consisting of dense, dark brown, well-graded sand with gravel and silt. Fill was only encountered in TP-2, ranging in depth from 0.5 to 4.0 feet bgs.
- **Soft clay**, generally consisting of soft, brown, wet lean clay with some silt. Lean clay was only encountered at TP-2, ranging in depth from 4.0 to 5.2 feet bgs.
- **Glacial till**, generally consisting of very dense, silty gravel with sand. Glacial till was only encountered at TP-2, at a depth of about 5.2 feet bgs.

A summary of the generalized subsurface conditions at each test pit is presented in Table 1.

**TABLE 1
SUBSURFACE CONDITIONS**

Test Pit Designation	Sample Depth (feet)	Soil Profile
TP-1	0 to 0.5	Sod and topsoil, consisting of very dense, dark brown, well-graded sand with gravel and silt; dry.
	0.5 to 1.3	Weathered glacial till, consisting of very dense, red-brown, well-graded sand with gravel and silt; dry.
	1.3 to 2.3	Weathered glacial till, consisting of very dense, dark brown, well-graded sand with gravel and silt; dry.
TP-2	0 to 0.5	Sod and topsoil, consisting of very dense, dark brown, well-graded sand with gravel and silt; dry.
	0.5 to 4.0	Fill, consisting of dense, dark brown, well-graded sand with gravel and silt; moist.
	4.0 to 4.7	Soft clay, consisting of soft, brown, lean clay with some silt; wet.
	4.7 to 5.2	Silty clay, consisting of soft to very dense, light gray, clay with silt; wet. (Underlain by glacial till.)
TP-3	0 to 0.5	Sod and topsoil, consisting of very dense, dark brown, well-graded sand with gravel and silt; dry.
	0.5 to 1.3	Weathered glacial till, consisting of very dense, red-brown, well-graded sand with gravel and silt; dry.
	1.3 to 4.3	Weathered glacial till, consisting of very dense, dark brown, well-graded sand with gravel and silt; dry.
TP-4	0 to 0.5	Sod and topsoil, consisting of very dense, dark brown, well-graded sand with gravel and silt; dry.
	0.5 to 3.3	Weathered glacial till, consisting of very dense, dark brown, well-graded sand with gravel and silt; dry.
TP-5	0 to 0.5	Sod and topsoil, consisting of very dense, dark brown, well-graded sand with gravel and silt; dry.
	0.5 to 2.7	Weathered glacial till, consisting of very dense, dark brown, well-graded sand with gravel and silt; dry.
TP-6	0 to 0.5	Sod and topsoil, consisting of very dense, dark brown, well-graded sand with gravel and silt; dry.
	0.5 to 3.2	Weathered glacial till, consisting of very dense, dark brown, well-graded sand with gravel and silt; dry.

4.3 Geotechnical Laboratory Testing

To aid in our engineering analyses, laboratory tests were performed on selected samples retrieved from the test pit excavations to evaluate basic engineering properties of the soils

encountered. The geotechnical laboratory testing was performed in our U.S. Army Corps of Engineers-validated laboratory in Seattle, Washington, and consisted of grain size distribution determination. Results are presented in Figure B-1 of Appendix B. Geotechnical laboratory testing was performed in accordance with ASTM D422.¹ Descriptions of the test procedures are presented in Appendix B.

5.0 GEOTECHNICAL ENGINEERING CONCLUSIONS AND RECOMMENDATIONS

5.1 General

This section of the report provides geotechnical engineering conclusions and recommendations for the Project design. Primary geotechnical design issues for the project include:

- Site Preparation
- Foundation Design (including allowable bearing pressure)
- Construction Considerations

5.2 Site Preparation

We recommend that vegetation and brush be cleared and roots removed from beneath foundation areas and all areas to be graded and all new sports court areas. The topsoil that covers the site is organic and should be removed from the site except in landscape areas where settlements would not be objectionable. We anticipate the stripping depth will be approximately 8 inches. In areas where existing structures have been or will be demolished, all debris and remnant foundations should be removed prior to construction. Exposed native soils and fills should be systematically compacted to a dense and unyielding condition prior to placement of sports court pavement sections.

5.3 Foundation Design

Based on the subsurface conditions encountered in the test pit explorations, it is our opinion that the glacial till or fill (Test Pit TP-2) below the sod and topsoil will provide adequate support for the overlying structures including the sports courts and playground equipment. The soft clay

¹ ASTM International (ASTM), 2007, Standard test method for particle-size analysis of soils, D422-63(2007)e2: West Conshohocken, Pa., ASTM International, Annual book of standards, v. 04.08, soil and rock (I): D420 - D5876, 8 p., available: www.astm.org.

encountered at TP-2 has been consolidated by the overlying fill for approximately 40 years. We expect future consolidation settlement will be negligible in that area.

We recommend construction of foundations to bear on dense weathered glacial till. The bearing pressures are not to exceed 3,000 pounds per square foot.

All loose or soft soil, existing loose fill, and all soil containing organics should be removed from beneath the structure foundations and areas to receive structural fill. The exposed subgrade surface should be densely compacted using dynamic compaction techniques prior to construction of the foundation.

6.0 CONSTRUCTION CONSIDERATIONS

6.1 Earthwork and Compaction

Imported structural fill soil should consist of a well-graded mixture of sand and gravel, free of organics and construction debris or other deleterious material. Imported structural fill material should contain no more than 20 percent fines (material passing the No. 200 mesh sieve, based on the minus $\frac{3}{4}$ -inch fraction), the fines should be nonplastic, and the moisture content of the soil should be within ± 2 percent of its optimum. All imported structural fill should have a maximum particle size of 3 inches.

During wet weather or in wet conditions where control of soil moisture is difficult, structural fill material should consist of clean, granular soil, of which not more than 5 percent by dry weight passes the No. 200 mesh sieve based on wet sieving the fraction passing the $\frac{3}{4}$ -inch sieve. The fines should be nonplastic.

Structural fill should be placed in uniform lifts and compacted to a dense and unyielding condition, to at least 95 percent of the modified Proctor maximum dry density (ASTM D1557). The thickness of soil layers before compaction should not exceed 8 inches for heavy equipment compactors or 4 inches for hand-operated mechanical compactors. The presence of cobbles up to 8 inches would require increasing the lift to 12 inches thick. In situ testing will be required to confirm adequate compaction is achieved. In landscaped areas, the backfill should be compacted to at least 90 percent of the modified Proctor maximum dry density.

Following compaction of the lawn area subgrade, the subgrade should be proof rolled with a loaded dump truck or equivalent to reveal possible loose, deflecting, or yielding conditions. A

qualified geotechnical field representative should be on site to observe proof rolling and identify unsuitable areas that require additional compaction or excavation and backfill.

6.2 Wet-Weather Earthwork

Wet weather generally begins about mid-October and continues through about May, although rainy periods may occur at any time of year. Some of the soil at the site contains sufficient silts and fines to produce an unstable mixture when wet. Such soils are susceptible to changes in water content, and they tend to become unstable and difficult or impossible to compact if their moisture content significantly exceeds the optimum. If earthwork at the site continues into the wet season, or if wet conditions are encountered, we recommend the following:

- The ground surface in and surrounding the construction area should be sloped as much as possible to promote runoff of precipitation away from work areas and to prevent ponding of water.
- Earthwork should be accomplished in small sections to minimize exposure to wet conditions. That is, each section should be small enough so that the removal of unsuitable soils and placement and compaction of clean structural fill can be accomplished on the same day. The size of construction equipment may have to be limited to prevent soil disturbance. It may be necessary to excavate soils with a backhoe or equivalent, located so that equipment does not track over the excavated area. Thus, subgrade disturbance caused by equipment traffic will be minimized.
- No soil should be left uncompacted and exposed to moisture. A smooth-drum vibratory roller or equivalent should roll the surface to seal out as much water as possible.
- In-place soils or fill soils that become wet and unstable and/or too wet to suitably compact should be removed and replaced with clean, granular soil (see third bullet).
- Excavation and placement of structural fill material should be observed on a full-time basis by a geotechnical engineer (or representative) experienced in earthwork to determine that all work is being accomplished in accordance with the project specifications and our recommendations.
- Grading and earthwork should not be accomplished during periods of heavy, continuous rainfall.
- We suggest that these recommendations for wet-weather earthwork be included in the contract specifications.

6.3 Erosion Control

The Contractor should employ proper erosion control measures during construction, especially if construction takes place during wet weather. Covering work areas, soil stockpiles, or slopes with plastic, sandbags, sumps, and other measures should be employed as necessary to permit proper completion of the work. Bales of straw, straw wattles, geotextile silt fences, and drain inlet sediment screens/collection systems should be appropriately located to control soil movement and erosion.

6.4 Loose Test Pit Backfill

Test pits dug for the explorations were only compacted with the excavator bucket during backfill. As shown in the site plans, many of the test pit excavations were made near or within the proposed sports court and playground footprints. During construction, test pit areas should be located and if they underlie a proposed footing or other structural element, the loose soil should be removed and appropriately backfilled with compacted structural fill.

6.5 Footings

The recommended allowable bearing capacity presented previously in this report is contingent upon the following construction considerations:

- Footing subgrade excavations should be cleaned of all debris and loose, soft, wet, or disturbed soil prior to placing the reinforced concrete.
- All excavations for spread footing foundations should be observed by a geotechnical engineer to evaluate the adequacy of the bearing stratum and to confirm that subsurface conditions at and below the bearing elevation are suitable for the design bearing values provided.

6.6 Additional Services

We recommend that a qualified geotechnical engineer be retained to observe the geotechnical aspects of construction, particularly foundation installation, excavation, backfill, and subgrade preparation. Observation will allow the engineer to evaluate the subsurface conditions as they are exposed during construction and to determine that the work is accomplished in accordance with our recommendations and the project specifications.

7.0 LIMITATIONS

This report was prepared for the exclusive use of Lynnwood Parks, Recreation, & Cultural Arts Department specifically to provide preliminary geotechnical recommendations for design of the South Lynnwood Park Project. This report should be provided to prospective contractors for information of factual data only, and not as a warranty of subsurface conditions, such as those interpreted from the exploration logs and discussions of subsurface conditions included in this report.

The analyses, conclusions, and recommendations contained in this report are based on site conditions as they presently exist. We assume that the results of the exploratory test pits made for this project represent the subsurface conditions throughout the site, i.e., the subsurface conditions everywhere are not significantly different from those disclosed by the explorations.

Within the limitations of the scope, schedule, and budget, the analyses, conclusions, and recommendations presented in this report were prepared in accordance with generally accepted professional geotechnical engineering principles and practice in this area at the time this report was prepared. We make no other warranty, either express or implied.

Unanticipated soil conditions are commonly encountered and cannot be fully determined by merely taking soil samples or completing subsurface explorations. Such unexpected conditions frequently require that additional expenditures be made to attain a properly constructed project. Therefore, some contingency fund is recommended to accommodate such potential extra costs.

The scope of our services for this report did not include any evaluation regarding the presence or absence of wetlands. No assessments or evaluations regarding the presence or absence of hazardous or toxic substances in the soil or groundwater on or below this site were in our authorized scope of services.

Shannon & Wilson has prepared Appendix C, "Important Information About Your Geotechnical/Environmental Report," to assist you and others in understanding the use and limitations of our reports.

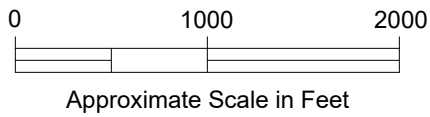
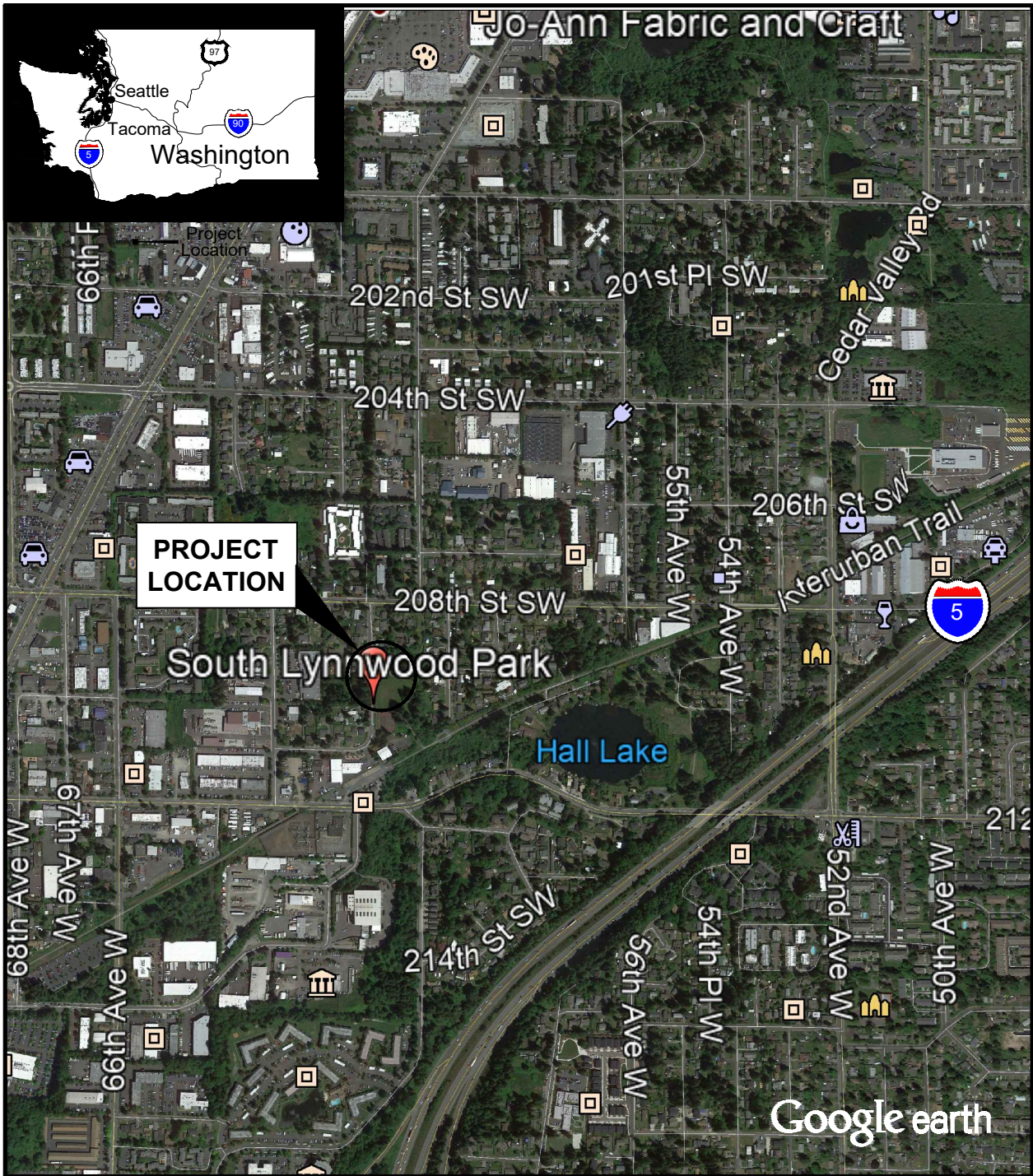
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NOTE

Map adapted from aerial imagery provided by Google Earth Pro, reproduced by permission granted by Google Earth™ Mapping Service.

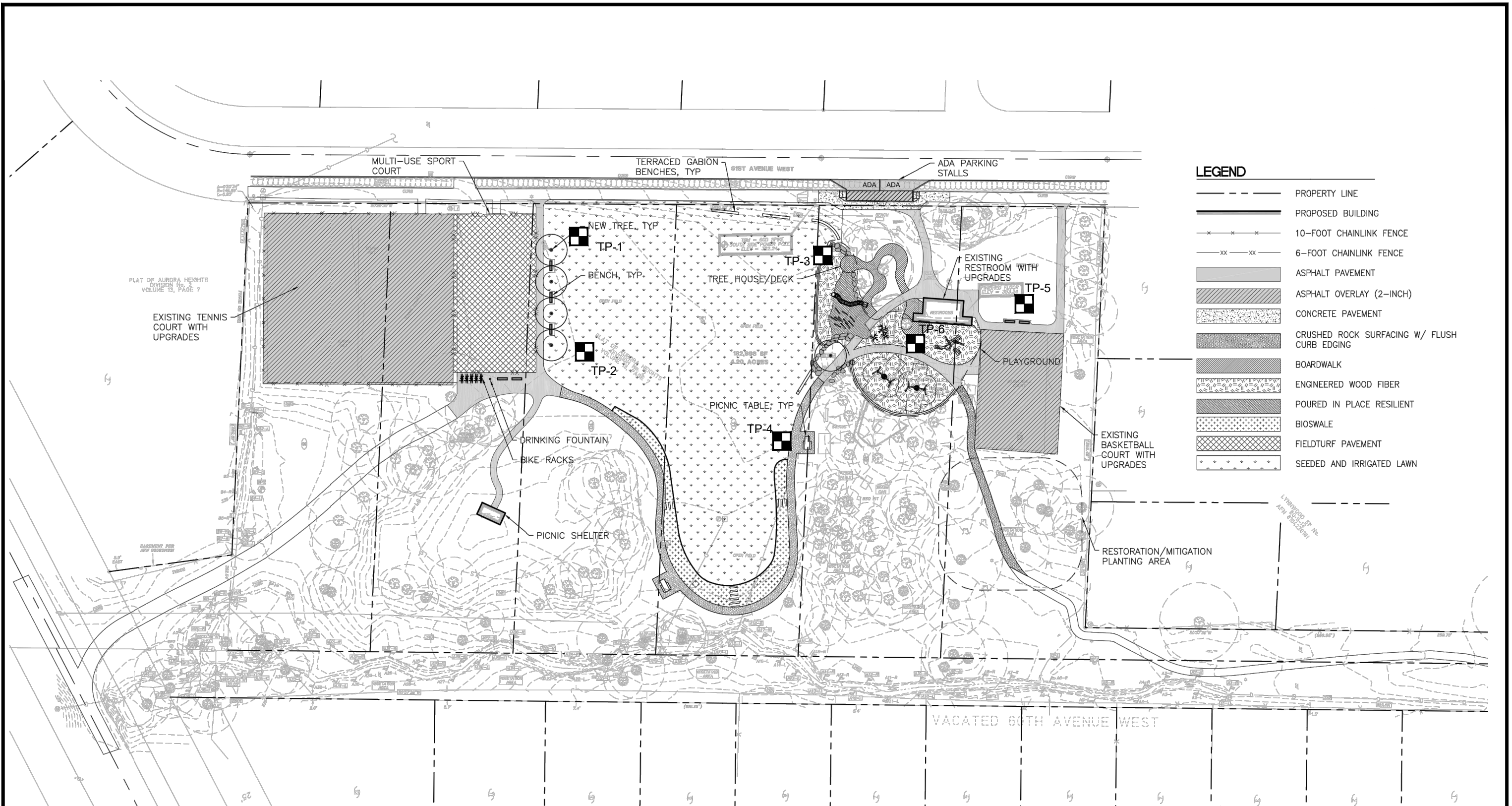
South Lynnwood Park
Lynnwood, Washington

VICINITY MAP

June 2018

21-1-100942-001

Filename: J:\SEA100942\001\100942-001 Site and Exploration Plan.dwg Layout: Sheet 1 Landscape Date: 06-28-2018 Login: AWP



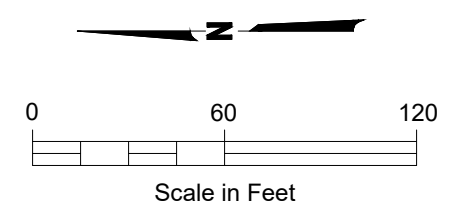
LEGEND

---	PROPERTY LINE
—	PROPOSED BUILDING
—x—x—x—	10-FOOT CHAINLINK FENCE
—xx—xx—	6-FOOT CHAINLINK FENCE
[Solid Grey]	ASPHALT PAVEMENT
[Diagonal Lines]	ASPHALT OVERLAY (2-INCH)
[Stippled]	CONCRETE PAVEMENT
[Crushed Rock]	CRUSHED ROCK SURFACING W/ FLUSH CURB EDGING
[Wood Grain]	BOARDWALK
[Wavy Lines]	ENGINEERED WOOD FIBER
[Dotted]	POURED IN PLACE RESILIENT
[Cross-hatched]	BIOSWALE
[Grid]	FIELDTURF PAVEMENT
[Dashed]	SEEDED AND IRRIGATED LAWN

LEGEND
 TP-1 [Symbol] Test Pit Designation and Approximate Location

NOTE

Figure adapted from file *Site and Exploration Plan.pdf* dated 05/01/2018.



South Lynnwood Park
 Lynnwood, Washington

SITE AND EXPLORATION PLAN

June 2018

21-1-100942-001

SHANNON & WILSON, INC.
 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

FIG. 2

APPENDIX A
SUBSURFACE EXPLORATIONS

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APPENDIX A
SUBSURFACE EXPLORATIONS

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A-3	Log of Test Pit TP-2
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A-6	Log of Test Pit TP-5
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APPENDIX A

SUBSURFACE EXPLORATIONS

A.1 INTRODUCTION

Shannon & Wilson's field exploration program was conducted on June 22, 2018, and consisted of excavating six test pits. Shannon & Wilson coordinated and observed the explorations, including subcontractor coordination and utility locates. The explorations are designated TP-1 through TP-6, and are shown at the locations in Figure 2. The methods used to conduct the field exploration program are described below.

A.2 TEST PITS

Test pits were excavated at the site to provide subsurface information from ground surface to 2.3 to 5.2 feet of soil. The geotechnical test pit logs are presented as Figures A-2 through A-7. The test pits were excavated by Clearcreek Contractors, Inc. (Clearcreek) of Marysville, Washington, under subcontract to Shannon & Wilson. Clearcreek excavated the test pits with a track-mounted mini excavator.

The Shannon & Wilson representative evaluated the relative density of the exposed soils by probing the bottoms of the pits with a ½-inch-diameter steel bar and by evaluating the ease or difficulty of the excavation. Representative samples were collected in bags and returned to our laboratory for testing.

A.3 SOIL CLASSIFICATION

During exploration, our field representatives collected samples and prepared field logs of the explorations. Soil classification for this project was based on ASTM Designation: D2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System) (ASTM, 2011), and ASTM Designation: D2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure) (ASTM, 2009). The Unified Soil Classification System is summarized in Figure A-1.

A.4 REFERENCES

ASTM, 2009, Standard practice for description and identification of soils (visual/manual procedure), D2488-09a: West Conshohocken, Pa., ASTM International, Annual book of standards, v. 04.08, soil and rock (I): D420 - D5876, 12 p., available: www.astm.org.

ASTM, 2011, Standard practice for classification of soils for engineering purposes (unified soil classification system), D2487-11: West Conshohocken, Pa., ASTM International, Annual book of standards, v. 04.08, soil and rock (I): D420 - D5876, 12 p., available: www.astm.org.

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Shannon & Wilson, Inc. (S&W), uses a soil identification system modified from the Unified Soil Classification System (USCS). Elements of the USCS and other definitions are provided on this and the following pages. Soil descriptions are based on visual-manual procedures (ASTM D2488) and laboratory testing procedures (ASTM D2487), if performed.

S&W INORGANIC SOIL CONSTITUENT DEFINITIONS

CONSTITUENT ²	FINE-GRAINED SOILS (50% or more fines) ¹	COARSE-GRAINED SOILS (less than 50% fines) ¹
Major	Silt, Lean Clay, Elastic Silt,³ or Fat Clay	Sand or Gravel⁴
Modifying (Secondary) Precedes major constituent	30% or more coarse-grained: Sandy or Gravelly⁴	More than 12% fine-grained: Silty or Clayey³
Minor Follows major constituent	15% to 30% coarse-grained: with Sand or with Gravel⁴ 30% or more total coarse-grained and lesser coarse-grained constituent is 15% or more: with Sand or with Gravel⁵	5% to 12% fine-grained: with Silt or with Clay³ 15% or more of a second coarse-grained constituent: with Sand or with Gravel⁵

¹All percentages are by weight of total specimen passing a 3-inch sieve.
²The order of terms is: *Modifying Major with Minor*.
³Determined based on behavior.
⁴Determined based on which constituent comprises a larger percentage.
⁵Whichever is the lesser constituent.

MOISTURE CONTENT TERMS

Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water, from below water table

STANDARD PENETRATION TEST (SPT) SPECIFICATIONS

Hammer:	140 pounds with a 30-inch free fall. Rope on 6- to 10-inch-diam. cathead 2-1/4 rope turns, > 100 rpm
	NOTE: If automatic hammers are used, blow counts shown on boring logs should be adjusted to account for efficiency of hammer.
Sampler:	10 to 30 inches long Shoe I.D. = 1.375 inches Barrel I.D. = 1.5 inches Barrel O.D. = 2 inches
N-Value:	Sum blow counts for second and third 6-inch increments. Refusal: 50 blows for 6 inches or less; 10 blows for 0 inches.
	NOTE: Penetration resistances (N-values) shown on boring logs are as recorded in the field and have not been corrected for hammer efficiency, overburden, or other factors.

PARTICLE SIZE DEFINITIONS

DESCRIPTION	SIEVE NUMBER AND/OR APPROXIMATE SIZE
FINES	< #200 (0.075 mm = 0.003 in.)
SAND Fine Medium Coarse	#200 to #40 (0.075 to 0.4 mm; 0.003 to 0.02 in.) #40 to #10 (0.4 to 2 mm; 0.02 to 0.08 in.) #10 to #4 (2 to 4.75 mm; 0.08 to 0.187 in.)
GRAVEL Fine Coarse	#4 to 3/4 in. (4.75 to 19 mm; 0.187 to 0.75 in.) 3/4 to 3 in. (19 to 76 mm)
COBBLES	3 to 12 in. (76 to 305 mm)
BOULDERS	> 12 in. (305 mm)

RELATIVE DENSITY / CONSISTENCY

COHESIONLESS SOILS		COHESIVE SOILS	
N, SPT, BLOWS/FT.	RELATIVE DENSITY	N, SPT, BLOWS/FT.	RELATIVE CONSISTENCY
< 4	Very loose	< 2	Very soft
4 - 10	Loose	2 - 4	Soft
10 - 30	Medium dense	4 - 8	Medium stiff
30 - 50	Dense	8 - 15	Stiff
> 50	Very dense	15 - 30	Very stiff
		> 30	Hard

WELL AND BACKFILL SYMBOLS

	Bentonite Cement Grout		Surface Cement Seal
	Bentonite Grout		Asphalt or Cap
	Bentonite Chips		Slough
	Silica Sand		Inclinometer or Non-perforated Casing
	Perforated or Screened Casing		Vibrating Wire Piezometer

PERCENTAGES TERMS^{1,2}

Trace	< 5%
Few	5 to 10%
Little	15 to 25%
Some	30 to 45%
Mostly	50 to 100%

¹Gravel, sand, and fines estimated by mass. Other constituents, such as organics, cobbles, and boulders, estimated by volume.

²Reprinted, with permission, from ASTM D2488 - 09a Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), copyright ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428. A copy of the complete standard may be obtained from ASTM International, www.astm.org.

South Lynwood Park
Lynnwood, Washington

SOIL DESCRIPTION AND LOG KEY
















June 2018

100942-001

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FIG. A-1
Sheet 1 of 3

UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)
 (Modified From USACE Tech Memo 3-357, ASTM D2487, and ASTM D2488)

MAJOR DIVISIONS			GROUP/GRAPHIC SYMBOL	TYPICAL IDENTIFICATIONS
COARSE-GRAINED SOILS <i>(more than 50% retained on No. 200 sieve)</i>	Gravels <i>(more than 50% of coarse fraction retained on No. 4 sieve)</i>	Gravel <i>(less than 5% fines)</i>	GW 	Well-Graded Gravel; Well-Graded Gravel with Sand
			GP 	Poorly Graded Gravel; Poorly Graded Gravel with Sand
		Silty or Clayey Gravel <i>(more than 12% fines)</i>	GM 	Silty Gravel; Silty Gravel with Sand
			GC 	Clayey Gravel; Clayey Gravel with Sand
	Sands <i>(50% or more of coarse fraction passes the No. 4 sieve)</i>	Sand <i>(less than 5% fines)</i>	SW 	Well-Graded Sand; Well-Graded Sand with Gravel
			SP 	Poorly Graded Sand; Poorly Graded Sand with Gravel
		Silty or Clayey Sand <i>(more than 12% fines)</i>	SM 	Silty Sand; Silty Sand with Gravel
			SC 	Clayey Sand; Clayey Sand with Gravel
FINE-GRAINED SOILS <i>(50% or more passes the No. 200 sieve)</i>	Silts and Clays <i>(liquid limit less than 50)</i>	Inorganic	ML 	Silt; Silt with Sand or Gravel; Sandy or Gravelly Silt
			CL 	Lean Clay; Lean Clay with Sand or Gravel; Sandy or Gravelly Lean Clay
		Organic	OL 	Organic Silt or Clay; Organic Silt or Clay with Sand or Gravel; Sandy or Gravelly Organic Silt or Clay
	Silts and Clays <i>(liquid limit 50 or more)</i>	Inorganic	MH 	Elastic Silt; Elastic Silt with Sand or Gravel; Sandy or Gravelly Elastic Silt
			CH 	Fat Clay; Fat Clay with Sand or Gravel; Sandy or Gravelly Fat Clay
		Organic	OH 	Organic Silt or Clay; Organic Silt or Clay with Sand or Gravel; Sandy or Gravelly Organic Silt or Clay
HIGHLY-ORGANIC SOILS	Primarily organic matter, dark in color, and organic odor	PT 	Peat or other highly organic soils (see ASTM D4427)	

NOTE: No. 4 size = 4.75 mm = 0.187 in.; No. 200 size = 0.075 mm = 0.003 in.

NOTES

- Dual symbols (*symbols separated by a hyphen, i.e., SP-SM, Sand with Silt*) are used for soils with between 5% and 12% fines or when the liquid limit and plasticity index values plot in the CL-ML area of the plasticity chart. Graphics shown on the logs for these soil types are a combination of the two graphic symbols (e.g., SP and SM).
- Borderline symbols (*symbols separated by a slash, i.e., CL/ML, Lean Clay to Silt; SP-SM/SM, Sand with Silt to Silty Sand*) indicate that the soil properties are close to the defining boundary between two groups.

South Lynnwood Park
Lynnwood, Washington

**SOIL DESCRIPTION
AND LOG KEY**

June 2018

100942-001

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

FIG. A-1
Sheet 2 of 3

GRADATION TERMS

Poorly Graded	Narrow range of grain sizes present or, within the range of grain sizes present, one or more sizes are missing (Gap Graded). Meets criteria in ASTM D2487, if tested.
Well-Graded	Full range and even distribution of grain sizes present. Meets criteria in ASTM D2487, if tested.

CEMENTATION TERMS¹

Weak	Crumbles or breaks with handling or slight finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

PLASTICITY²

DESCRIPTION	VISUAL-MANUAL CRITERIA	APPROX. PLASTICITY INDEX RANGE
Nonplastic	A 1/8-in. thread cannot be rolled at any water content.	< 4
Low	A thread can barely be rolled and a lump cannot be formed when drier than the plastic limit.	4 to 10
Medium	A thread is easy to roll and not much time is required to reach the plastic limit. The thread cannot be rerolled after reaching the plastic limit. A lump crumbles when drier than the plastic limit.	10 to 20
High	It takes considerable time rolling and kneading to reach the plastic limit. A thread can be rerolled several times after reaching the plastic limit. A lump can be formed without crumbling when drier than the plastic limit.	> 20

ADDITIONAL TERMS

Mottled	Irregular patches of different colors.
Bioturbated	Soil disturbance or mixing by plants or animals.
Diamict	Nonsorted sediment; sand and gravel in silt and/or clay matrix.
Cuttings	Material brought to surface by drilling.
Slough	Material that caved from sides of borehole.
Sheared	Disturbed texture, mix of strengths.

PARTICLE ANGULARITY AND SHAPE TERMS¹

Angular	Sharp edges and unpolished planar surfaces.
Subangular	Similar to angular, but with rounded edges.
Subrounded	Nearly planar sides with well-rounded edges.
Rounded	Smoothly curved sides with no edges.
Flat	Width/thickness ratio > 3.
Elongated	Length/width ratio > 3.

ACRONYMS AND ABBREVIATIONS

ATD	At Time of Drilling
Diam.	Diameter
Elev.	Elevation
ft.	Feet
FeO	Iron Oxide
gal.	Gallons
Horiz.	Horizontal
HSA	Hollow Stem Auger
I.D.	Inside Diameter
in.	Inches
lbs.	Pounds
MgO	Magnesium Oxide
mm	Millimeter
MnO	Manganese Oxide
NA	Not Applicable or Not Available
NP	Nonplastic
O.D.	Outside Diameter
OW	Observation Well
pcf	Pounds per Cubic Foot
PID	Photo-Ionization Detector
PMT	Pressuremeter Test
ppm	Parts per Million
psi	Pounds per Square Inch
PVC	Polyvinyl Chloride
rpm	Rotations per Minute
SPT	Standard Penetration Test
USCS	Unified Soil Classification System
q _u	Unconfined Compressive Strength
VWP	Vibrating Wire Piezometer
Vert.	Vertical
WOH	Weight of Hammer
WOR	Weight of Rods
Wt.	Weight

STRUCTURE TERMS¹

Interbedded	Alternating layers of varying material or color with layers at least 1/4-inch thick; singular: bed.
Laminated	Alternating layers of varying material or color with layers less than 1/4-inch thick; singular: lamination.
Fissured	Breaks along definite planes or fractures with little resistance.
Slickensided	Fracture planes appear polished or glossy; sometimes striated.
Blocky	Cohesive soil that can be broken down into small angular lumps that resist further breakdown.
Lensed	Inclusion of small pockets of different soils, such as small lenses of sand scattered through a mass of clay.
Homogeneous	Same color and appearance throughout.

South Lynnwood Park
Lynnwood, Washington

SOIL DESCRIPTION AND LOG KEY

June 2018

100942-001

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

FIG. A-1
Sheet 3 of 3

¹Reprinted, with permission, from ASTM D2488 - 09a Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), copyright ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428. A copy of the complete standard may be obtained from ASTM International, www.astm.org.

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SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS
LOG OF TEST PIT TP-1

JOB NO: 100942-001

DATE: 6-22-2018

LOCATION: South Lynnwood Park

PROJECT: South Lynnwood Park

SOIL DESCRIPTION	Ground Water	% Water Content	Samples	Depth, Ft.	Sketch of 5' Pit Side		Surface Elevation: Approx. 345 Ft.					
					Horizontal Distance in Feet							
					0	2	4	6	8	10	12	
① 6" Topsoil with Sod. ② Dense, dark-brown, well Graded Sand with cobbles and gravel (SW); Moist ③ Very dense, brown, Well Graded Sand with Gravel and Silt (SW-SM); Moist	None Observed		S-1 S-2									
				4								
				6								
				8								
				10								
				12								

FIG.

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS
LOG OF TEST PIT TP-2

JOB NO: 100942-001

DATE: 6-22-2018

LOCATION: South Lynnwood Park

PROJECT: South Lynnwood Park

SOIL DESCRIPTION	Ground Water	% Water Content	Samples	Depth, Ft.	Sketch of 2.5' Pit Side		Surface Elevation: Approx. 345 Ft.					
					Horizontal Distance in Feet							
					0	2	4	6	8	10	12	
① 6" Topsoil with Sod. ② Dense, dark brown, well graded sand with gravel and silt (SW-SM); Moist. ③ Soft, brown, <i>Lean Clay (CL)</i> ; wet. ④ Soft to very dense, light gray, clay with some silt (CL); wet.	None Observed		S-1 S-2 S-3									
				6								
				8								
				10								
				12								

FIG.

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS
LOG OF TEST PIT TP-3

JOB NO: 100942-001

DATE: 6-22-2018

LOCATION: South Lynnwood Park

PROJECT: South Lynnwood Park

SOIL DESCRIPTION	Ground Water	% Water Content	Samples	Depth, Ft.	Sketch of 5' Pit Side		Surface Elevation: Approx. 348 Ft.					
					Horizontal Distance in Feet							
					0	2	4	6	8	10	12	
(1) 6" Topsoil with Sod. (2) Dense, dark brown, well graded sand with gravel and cobbles (SW); Dry. (3) Weathered glacial till: Very dense, red-brown, well graded sand with gravel and silt (SW-SM); Moist.	None Observed		S-1 S-2	0 2 4 6 8 10 12								

FIG.

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS
LOG OF TEST PIT TP-4

JOB NO: 100942-001

DATE: 6-22-2018

LOCATION: South Lynnwood Park

PROJECT: South Lynnwood Park

SOIL DESCRIPTION	Ground Water	% Water Content	Samples	Sketch of 5' Pit Side Surface Elevation: Approx. 346.5 Ft. Horizontal Distance in Feet
				Depth, Ft. 0 2 4 6 8 10 12 0 2 4 6 8 10 12
① 6" Topsoil with Sod. ② Weathered glacial till: Very dense, dark brown, well graded sand with gravel (SW); Dry.	None Observed		S-1	

FIG.

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS
LOG OF TEST PIT TP-5

JOB NO: 100942-001

DATE: 6-22-2018

LOCATION: South Lynnwood Park

PROJECT: South Lynnwood Park

SOIL DESCRIPTION	Ground Water	% Water Content	Samples	Sketch of 5' Pit Side Surface Elevation: Approx. 353.5 Ft. Horizontal Distance in Feet
				Depth, Ft. 0 2 4 6 8 10 12 0 2 4 6 8 10 12
① 6" Topsoil with Sod. ② Weathered glacial till: Very dense, dark brown, well graded sand with gravel and silt (SW-SM); Dry	None Observed		S-1	

FIG.

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS
LOG OF TEST PIT TP-6

JOB NO: 100942-001

DATE: 6-22-2018

LOCATION: South Lynnwood Park

PROJECT: South Lynnwood Park

SOIL DESCRIPTION	Ground Water	% Water Content	Samples	Sketch of 5' Pit Side Surface Elevation: Approx. 352 Ft. Horizontal Distance in Feet
				Depth, Ft. 0 2 4 6 8 10 12 0 2 4 6 8 10 12
① 6" Topsoil with Sod. ② Weathered glacial till: Very dense, red-brown, well graded sand with silt and gravel (SW-SM); Dry.	None Observed		S-1	

FIG.

APPENDIX B

GEOTECHNICAL LABORATORY TESTING PROCEDURES AND RESULTS

Draft

APPENDIX B

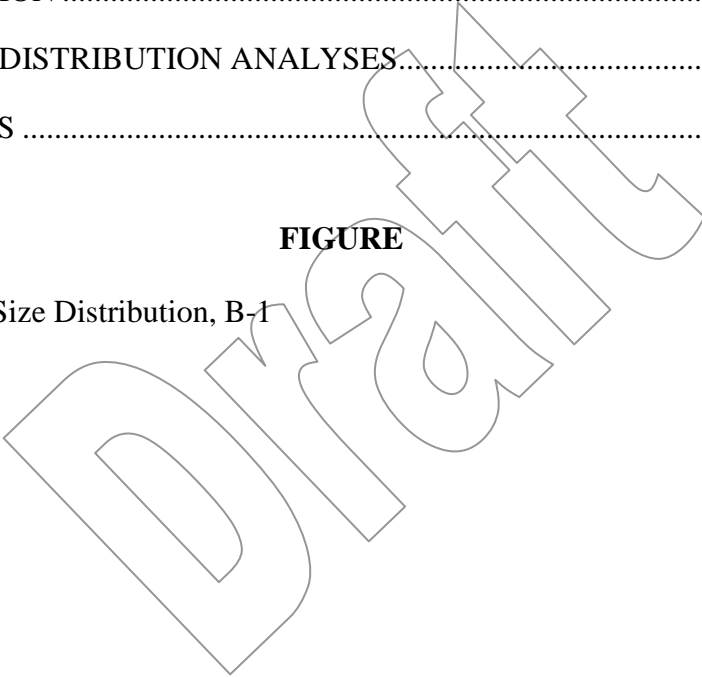
GEOTECHNICAL LABORATORY TESTING PROCEDURES AND RESULTS

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FIGURE

B-1 Grain Size Distribution, B-1



APPENDIX B

GEOTECHNICAL LABORATORY TESTING PROCEDURES AND RESULTS

B.1 INTRODUCTION

This appendix includes descriptions of the procedures and the results of the geotechnical laboratory tests on soil samples retrieved from pit excavations. We performed the laboratory tests, consisting of grain size distribution, to classify the soils into similar geologic groups and to provide data for the engineering studies. Shannon & Wilson's U.S. Army Corps of Engineers-validated laboratory in Seattle, Washington, performed/provided the laboratory testing during June 2018.

B.2 GRAIN SIZE DISTRIBUTION ANALYSES

We performed grain size distribution analyses on selected samples from test pits in general accordance with ASTM Designation: D422, Standard Test Method for Particle-Size Analysis of Soils (ASTM, 2007). For this study, sieve analyses were performed.

Grain size distributions are used to classify soils; evaluate soil behavior when excavated; and to provide correlation with other soil properties, including permeability, capillary action, and sensitivity to moisture. Results of the grain size analyses are plotted on grain size distribution curves presented in Figure B-1. Along with each grain size distribution is a tabulated summary containing the group symbol and name according to the Unified Soil Classification System.

B.3 REFERENCES

ASTM, 2007, Standard test method for particle-size analysis of soils, D422-63(2007)e2: West Conshohocken, Pa., ASTM International, Annual book of standards, v. 04.08, soil and rock (I): D420 - D5876, 8 p., available: www.astm.org.

APPENDIX C
**IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/
ENVIRONMENTAL REPORT**

DRAFT



Date: June 29, 2018
To: Ms. Sarah Olson, MPA
Lynnwood Parks, Recreation & Cultural Arts
Department

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/ ENVIRONMENTAL REPORT

CONSULTING SERVICES ARE PERFORMED FOR SPECIFIC PURPOSES AND FOR SPECIFIC CLIENTS.

Consultants prepare reports to meet the specific needs of specific individuals. A report prepared for a civil engineer may not be adequate for a construction contractor or even another civil engineer. Unless indicated otherwise, your consultant prepared your report expressly for you and expressly for the purposes you indicated. No one other than you should apply this report for its intended purpose without first conferring with the consultant. No party should apply this report for any purpose other than that originally contemplated without first conferring with the consultant.

THE CONSULTANT'S REPORT IS BASED ON PROJECT-SPECIFIC FACTORS.

A geotechnical/environmental report is based on a subsurface exploration plan designed to consider a unique set of project-specific factors. Depending on the project, these may include: the general nature of the structure and property involved; its size and configuration; its historical use and practice; the location of the structure on the site and its orientation; other improvements such as access roads, parking lots, and underground utilities; and the additional risk created by scope-of-service limitations imposed by the client. To help avoid costly problems, ask the consultant to evaluate how any factors that change subsequent to the date of the report may affect the recommendations. Unless your consultant indicates otherwise, your report should not be used: (1) when the nature of the proposed project is changed (for example, if an office building will be erected instead of a parking garage, or if a refrigerated warehouse will be built instead of an unrefrigerated one, or chemicals are discovered on or near the site); (2) when the size, elevation, or configuration of the proposed project is altered; (3) when the location or orientation of the proposed project is modified; (4) when there is a change of ownership; or (5) for application to an adjacent site. Consultants cannot accept responsibility for problems that may occur if they are not consulted after factors which were considered in the development of the report have changed.

SUBSURFACE CONDITIONS CAN CHANGE.

Subsurface conditions may be affected as a result of natural processes or human activity. Because a geotechnical/environmental report is based on conditions that existed at the time of subsurface exploration, construction decisions should not be based on a report whose adequacy may have been affected by time. Ask the consultant to advise if additional tests are desirable before construction starts; for example, groundwater conditions commonly vary seasonally.

Construction operations at or adjacent to the site and natural events such as floods, earthquakes, or groundwater fluctuations may also affect subsurface conditions and, thus, the continuing adequacy of a geotechnical/environmental report. The consultant should be kept apprised of any such events, and should be consulted to determine if additional tests are necessary.

MOST RECOMMENDATIONS ARE PROFESSIONAL JUDGMENTS.

Site exploration and testing identifies actual surface and subsurface conditions only at those points where samples are taken. The data were extrapolated by your consultant, who then applied judgment to render an opinion about overall subsurface conditions. The actual interface between materials may be far more gradual or abrupt than your report indicates. Actual conditions in areas not sampled may differ from those predicted in your report. While nothing can be done to prevent such situations, you and your consultant can work together to help reduce their impacts. Retaining your consultant to observe subsurface construction operations can be particularly beneficial in this respect.

A REPORT'S CONCLUSIONS ARE PRELIMINARY.

The conclusions contained in your consultant's report are preliminary because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site. Actual subsurface conditions can be discerned only during earthwork; therefore, you should retain your consultant to observe actual conditions and to provide conclusions. Only the consultant who prepared the report is fully familiar with the background information needed to determine whether or not the report's recommendations based on those conclusions are valid and whether or not the contractor is abiding by applicable recommendations. The consultant who developed your report cannot assume responsibility or liability for the adequacy of the report's recommendations if another party is retained to observe construction.

THE CONSULTANT'S REPORT IS SUBJECT TO MISINTERPRETATION.

Costly problems can occur when other design professionals develop their plans based on misinterpretation of a geotechnical/environmental report. To help avoid these problems, the consultant should be retained to work with other project design professionals to explain relevant geotechnical, geological, hydrogeological, and environmental findings, and to review the adequacy of their plans and specifications relative to these issues.

BORING LOGS AND/OR MONITORING WELL DATA SHOULD NOT BE SEPARATED FROM THE REPORT.

Final boring logs developed by the consultant are based upon interpretation of field logs (assembled by site personnel), field test results, and laboratory and/or office evaluation of field samples and data. Only final boring logs and data are customarily included in geotechnical/environmental reports. These final logs should not, under any circumstances, be redrawn for inclusion in architectural or other design drawings, because drafters may commit errors or omissions in the transfer process.

To reduce the likelihood of boring log or monitoring well misinterpretation, contractors should be given ready access to the complete geotechnical engineering/environmental report prepared or authorized for their use. If access is provided only to the report prepared for you, you should advise contractors of the report's limitations, assuming that a contractor was not one of the specific persons for whom the report was prepared, and that developing construction cost estimates was not one of the specific purposes for which it was prepared. While a contractor may gain important knowledge from a report prepared for another party, the contractor should discuss the report with your consultant and perform the additional or alternative work believed necessary to obtain the data specifically appropriate for construction cost estimating purposes. Some clients hold the mistaken impression that simply disclaiming responsibility for the accuracy of subsurface information always insulates them from attendant liability. Providing the best available information to contractors helps prevent costly construction problems and the adversarial attitudes that aggravate them to a disproportionate scale.

READ RESPONSIBILITY CLAUSES CLOSELY.

Because geotechnical/environmental engineering is based extensively on judgment and opinion, it is far less exact than other design disciplines. This situation has resulted in wholly unwarranted claims being lodged against consultants. To help prevent this problem, consultants have developed a number of clauses for use in their contracts, reports, and other documents. These responsibility clauses are not exculpatory clauses designed to transfer the consultant's liabilities to other parties; rather, they are definitive clauses that identify where the consultant's responsibilities begin and end. Their use helps all parties involved recognize their individual responsibilities and take appropriate action. Some of these definitive clauses are likely to appear in your report, and you are encouraged to read them closely. Your consultant will be pleased to give full and frank answers to your questions.

The preceding paragraphs are based on information provided by the
ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland

RFP 3094 Attachment 4

**South Lynnwood Park Landscape Project
Lynnwood, Washington**

**Tree Removal and Retention Plan
August 1, 2018**

Prepared by:

 **O'Neill Service Group**

O'Neill Service Group, LLC
17619 NE 67th Court / Suite 100
Redmond, WA 98052

Prepared for:

 **LYNNWOOD
WASHINGTON**

Lynnwood Parks, Recreation, & Cultural Arts
Department
North Administration Building
19000 44th Ave W
Lynnwood, WA 98036

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Tree Removal and Retention Plan

Revision History

Revision Number	Revision Date	Description of Changes
01	8/1/2018	Initial Draft Submittal

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Appendices

Appendix A – Tree Inventory Sketch – Survey Markup
Appendix B – Tree Inventory Spreadsheet
Appendix C – Conceptual Design

1.0 Introduction

O'Neill Service Group (OSG) was contracted by City of Lynnwood Parks, Recreation, & Cultural Arts Department (Parks) to perform a tree inventory and analysis at South Lynnwood Park. This Tree Retention analysis is in support of a proposal to improve and rebuild the landscape infrastructure at the park. This report is prepared concurrently with design development and permit document preparation and is intended to satisfy the City of Lynnwood Planning Department request for a Tree Removal Plan as part of their submittal checklist requirements. Landscape architectural, environmental, and engineering details are being developed at the time of issuance and will be submitted under separate covers.

This report summarizes the proposed tree impacts, discusses how the proposal meets the provisions of the relevant City of Lynnwood Municipal Code, and outlines conceptual tree protection best management practices (BMPs) to be followed by the contractor during construction.

2.0 Project Location

The South Lynnwood Park is located at 20915 61st Avenue West in the City of Lynnwood, Washington (Snohomish County tax parcel number 00380200000800).

3.0 Project Description

A proposal to renovate and remove existing structures, improve the landscape, and construct new pathways and landscape structures will alter the South Lynnwood Park. The proposal includes removing existing asphalt and concrete pavement, concrete and timber curbs, soft and hard surface trails and paths, and renovating playground/recreational areas throughout the park. Permit drawings and application narratives being developed by the Parks and the design team that further describe the project will be submitted concurrently with this report.

4.0 General Site Conditions

4.1 Landscape Setting

South Lynnwood Park is surrounded by various land use types, including residential, small industrial, recreational, and open space. Residential houses directly border the project area to the north and east. The project is bordered by 61st Avenue West to the west with residential properties beyond the road. The Interurban trail passes through the site and then borders the south side of the project.

4.2 Existing Vegetation

The park is a mix of lawn, one small building with limited hard surfacing, and native mixed forest. A grove of medium to large Douglas-fir (*Pseudotsuga menziesii*) trees forms an evergreen backdrop for a basketball court, playground area and restroom building in the north side of the park. A tall evergreen grove consisting of a mix of Western Red Cedar (*Thuja plicata*), Western Hemlock (*Tsuga heterophylla*) and Douglas-fir, with some exceptionally large individual trees (e.g., #1184 and #1185), is rooted near the tennis court and pathway to the interurban trail. An expansive flat lawn area separates the groves. A ribbon of medium sized Pacific Willow (*Salix lasiandra*), Red Alder (*Alnus rubra*) and Scouler's Willow (*Salix scouleriana*) flanks the stream at the east parcel boundary.

1 4.3 Critical Areas

2 Two streams and a wetland encumber portions of the park. A Category II wetland is located in the
3 southeast corner of the parcel near the Interurban Trail. A Type F stream runs southward along the east
4 edge of the site, with a smaller, seasonal stream converging near the south parcel line. Wetland, stream
5 and jurisdictional buffer information is detailed in the 2017 Watershed Company Wetland Delineation
6 Report.

7 5.0 Methods

8 An ISA-Certified Arborist/Qualified Tree Risk Assessor and an Environmental Scientist visited the site on
9 July 2, 2018 to inventory all trees located in the project area, perform a Level 1 basic visual risk assessment,
10 and evaluate the conceptual-level landscape development proposal with regards to tree preservation.
11 Trees rooted in or near anticipated impact areas were assessed; trees located far away from anticipated
12 impacts are not included in this study.

13 Trunk diameter was measured using a graduated logger's diameter tape at an elevation of four and one-
14 half feet above the ground surface (diameter at breast height [DBH]). Average branch length, or dripline,
15 was estimated by measuring to the approximate average branch length using the logger's tape. Height
16 was visually estimated to the nearest five feet. A condition rating was assigned to each tree using a 1 to 6
17 scale, one being excellent and six being completely dead. The health factor combines an assessment of
18 tree vigor and the soundness of the above ground structure. A basic, ISA Level 1 screening of all trees in
19 the inventory was performed. Any tree judged to be hazardous during the inventory was noted and is
20 reported as hazardous in Appendix A.

21 Only trees that were considered conspicuous (approximately six-inches in diameter at four and a half feet
22 above the ground surface) were included in our site analysis. Some smaller trees and tall shrubs are
23 located throughout the project area but are not included in this tree assessment; however, they may be
24 shown in the site survey.

25 Outside data sources were reviewed to analyze the tree data. The Lynnwood Municipal Code Title 17 was
26 searched in 2018 for relevant policy and regulation data that may affect the proposal. The Watershed
27 Company Wetland Delineation Report was used to determine whether trees were located inside or
28 outside of critical areas or critical area buffers.

6.0 Findings

A total of 98 trees were assessed and tagged on-site. Many more trees are rooted in the park parcel but are located outside of the anticipated work area and are not tallied in this assessment. The most common tree assessed is Douglas-fir (59), followed by Western Red Cedar (13), and Red Alder (10). Scouler's Willow (5) and Bitter Cherry (4) are also somewhat common. Although only one Bigleaf Maple was counted, the individual is prominent and provides important landscape function for the park (Table 1).

Table 1 - List of trees assessed in the project area arranged alphabetically by common name. Number of individuals assessed, along with trunk diameter data are listed. Note: this count is only trees assessed; many more trees are rooted in the park parcel that are not represented in this table.

Common Name	Botanical Name	Count of Species	Average DBH (IN)	Max DBH (IN)	Min DBH (IN)
Bigleaf Maple	<i>Acer macrophyllum</i>	1	27.5	27.5	27.5
Bitter Cherry	<i>Prunus emarginata</i>	6	10.3	13	7.5
Cultivated Plum	<i>Prunus x domestica</i>	1	5.5	5.5	5.5
Douglas-fir	<i>Pseudotsuga menziesii</i>	59	24.6	43.4	6.4
European Mountain Ash	<i>Sorbus aucuparia</i>	2	8.5	10	4
Red Alder	<i>Alnus rubra</i>	10	18.5	26.3	7.8
Scouler's Willow	<i>Salix scouleriana</i>	5	21.4	31.3	7.5
Western Hemlock	<i>Tsuga heterophylla</i>	1	20.8	20.8	20.8
Western Red Cedar	<i>Thuja plicata</i>	13	17.4	31.1	7.7
Grand Total		98	21.4		

Douglas-fir is both the most abundant tree species within the project area, and, with exception of the Bigleaf Maple, is (on average) the largest diameter species encountered. Tree number 1184, also a Douglas-fir, exhibits the largest trunk at 43.4 inches DBH.

The understory vegetation is a mix of native and invasive plant species. Red Huckleberry (*Vaccinium parvifolium*) and Salal (*Gaultheria shallon*), both beneficial northwest understory plants, are abundant but share space with a mix of English Holly (*Ilex aquifolium*), Himalayan Blackberry (*Rubus armeniacus*), and Cherry and Portuguese Laurel (*Prunus laurocerasus* and *Prunus lusitanica*). Some Cutleaf Blackberry (*Rubus laciniatus*), Hedge Bindweed (*Calystegia sepium*), and Japanese Knotweed (*Polygonum cuspidatum*) were noted in the area, especially along the north property boundary and near the stream.

Existing park infrastructure was built inside of the critical root zones (CRZ) of many of the subject trees. Appendix A highlights the extent of existing asphalt in the CRZ. Low timber walls, wood-chip play areas, concrete curbs, and a small building are also located within the root zones of many of the assessed trees. Much of this infrastructure has been in place for several decades.

- 1 Many of the large-diameter Douglas-fir trees exhibit large, shallow roots that are either exposed (Figure
- 2 6) or are heaving the existing asphalt pathways through the park. In one location (Figure 4) a large root is
- 3 located one inch below the asphalt material. This is likely a widespread condition where asphalt is heaved.

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7.0 Site Photos



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Figure 1 – A grove of Douglas-fir stands over the existing playground area. (Photo on June 29, 2018)



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Figure 2 - Tree #1174, a Scouler's Willow, and other deciduous trees along the east property boundary. (photo on July 2, 2018)



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Figure 3 - View of the play area beneath the Douglas-fir grove. Concrete curb and asphalt pathways would be demolished under the proposal. (photo on June 25, 2018)



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Figure 4 - Asphalt in the critical root zone (CRZ) will be demolished. A large root from tree #1128 travels only a few inches below the surfacing where the asphalt has heaved. These areas should be hand-worked to avoid damaging the roots. (photo on July 2, 2018)



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Figure 5 – Asphalt paving and park infrastructure in the critical root zone of subject tree #1130 and #1131. (Photo on July 2, 2018)



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Figure 6 – Structural and feeder roots tend to stay near the surface of the soil. These large structural roots supporting #1127 have been damaged by equipment and foot traffic. Roots like this should be protected from further damage during construction by excluding traffic with fencing, or at a minimum, covering temporarily with a thick layer of Wood Chips or Mulch, a BMP described below.

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2 *Table 2 - List of trees that exhibit disease, significant decay, or structural defects. Action to mitigate risk posed is recommended.*

TAG NO.	SPECIES NAME	DBH (IN)	CONDITION	NOTES
1143	Alnus rubra, (Red Alder)	25.30	FAIR	Significant decay and cavity at union at the top of the tree; 10° lean to the west; dead branch hanging over basketball court with a 2" diameter
1144	Prunus emarginata, (Bitter Cherry)	13.00	POOR	45° lean to northeast, not corrected; fell later in life and is hung up on adjacent trees; half of canopy is dead; proposed trail will be under the leaning tree.
1151	Prunus emarginata, (Bitter Cherry)	10.00	DEAD	Fungus on outside of stem; ivy growing up stem
1154	Alnus rubra, (Red Alder)	26.30	POOR	Major decay starting at 20 feet; dead top at 30 feet; nest cavities - could be good habitat if snagged to a lower height.
1157	Pseudotsuga menziesii, (Douglas-fir)	13.50	V. POOR	Reduced canopy; thinning foliage; 10% live crown ratio; top of tree is dead, and tree is anticipated to be dead in a few years. Snag to a low height for habitat creation.
1158	Pseudotsuga menziesii, (Douglas-fir)	30.00	DEAD	Few green needles remaining; asphalt in critical root zone; dead; candidate for snagging to create habitat feature.
1179	Tsuga heterophylla, (Western Hemlock)	20.80	V. POOR	Top dead and broken at 75 feet; upper foliage thinning and dying; some healthy branches at bottom. New trail proposed near this tree. Western Hemlock snags create very good woodpecker habitat.

3 Two Douglas-fir trees and a Bitter Cherry tree located in the north grove area are dead (#1158 and #1151)
 4 or dying (#1157). Two Red Alders (#1143 and #1154) and one Western Hemlock (#1179) exhibit significant
 5 decay in the trunk and are expected to fail into currently occupied areas or in areas where future park
 6 elements will be constructed. Another Bitter Cherry is severely leaning due to an apparent failure and is
 7 leaning on adjacent trees. These trees are considered high-risk and should be addressed either through
 8 regular park maintenance outside of this proposal, or during the planning and development under this
 9 project proposal.

10 The Douglas-fir, Western Hemlock and Red Alder trees would serve as good habitat snags if they are cut
 11 to a height of at least 10 feet. Snagging should be considered for risk mitigation.

12 **11.0 Lynnwood Municipal Code Analysis**

13 Removal of trees is generally regulated under Chapter 17.15 of the Lynnwood Municipal Code (LMC). A
 14 significant tree is defined as any tree that is at least six inches in DBH and is not a Black Locust,
 15 Cottonwood, Native Alder, Native Willow, or Lombardy Poplar (LMC 17.15.080). A tree growing with
 16 multiple stems, that is not included on the list of nonsignificant tree species, shall be considered significant

1 if at least one of the stems, measured at a point six inches from the point where the stems digress from
2 the main trunk, is at least four inches in diameter.

3 Removal of the diseased or dead trees or trees that present a hazard to life or property are exempt from
4 the tree removal permit requirements of the LMC (LMC 17.15.150(D.)(E.)). The seven trees listed in Table
5 2 meet the exemption criteria and would not be subject to the permitting needs outlined in that chapter.

6 This finding is subject to local agency verification and may be subject to critical area regulations for the
7 trees located within the stream buffer.

8 **12.0 Best Management Practices for Tree Protection**

9 **12.1 Design to avoid and minimize damage**

10 Design park elements to avoid and minimize root impacts. Route new hard surfacing out of CRZs where
11 possible. Where a new trail or path must pass through the CRZ of a significant healthy tree, consider the
12 use of porous or flexible paving products that are designed to be compatible with tree roots.

13 **12.2 Construction BMPs**

14 The following is a list of BMPs that will help guide the contractor and owner during construction. This list
15 is a starting point and should be modified as construction documents are developed and as the project
16 goes into construction.

- 17 A. Conduct a Tree Protection kick off meeting. Following the meeting, a walkthrough with the
18 contractor to discuss the contractor's plan for setting up and maintaining tree protection prior
19 to work should be completed.
- 20 B. Establish high-visibility construction fencing (HVCF) prior to land disturbing activity at the tree
21 protection zone (TPZ) as detailed in the plans or determined by the arborist.
 - 22 1. Fencing shall be established at the dripline of protected trees **or** at the location indicated
23 on the construction drawings if work will be within the CRZ.
 - 24 2. No construction access or equipment storage shall be allowed in the tree protection area.
 - 25 3. The fencing shall stay in place for the duration of the project.
- 26 C. Install Trunk Protection.
- 27 D. Install Geogrid, Filter Fabric, matting, Wood Chips and/or Mulch in areas at the depths shown on
28 the plans and details or as directed by the Owner's Representative. In general, it is the intent of
29 this specification to provide the following levels of protection:
 - 30 1. All areas adjacent to construction activity that includes critical root zones of retained trees,
31 provide at least 4 inches of Wood Chips or Mulch.
 - 32 2. Areas where foot traffic is anticipated to be unavoidable in critical root zones provide a
33 layer of Filter Fabric under 5 inches of Wood Chips or Mulch.
 - 34 3. Areas where occasional light vehicle traffic is anticipated to be unavoidable in critical root
35 zones provide a layer of Geogrid under 8 inches of Wood Chips or Mulch.

- 1 4. Areas where heavy vehicle traffic is unavoidable provide a layer of Geogrid under 8 - 12
2 inches of Wood Chips or Mulch and a layer of matting over the Wood Chips or Mulch.
- 3 E. For construction activity that is unavoidable in the critical root zones of subject trees, remedial
4 actions shall include but not be limited to the following:
 - 5 1. Mechanized equipment used for asphalt removal shall be staged on hard surfaces at all
6 times. Once asphalt has been removed, the area shall be subject to protective
7 requirements outlined in subsection D above.
 - 8 2. Hand remove asphalt near large roots only. Prior to construction, identify and mark with
9 spray paint all root heave areas prior to construction. Only hand removal should be
10 allowed within two feet in all directions from shallow root systems.
 - 11 3. In general, demolition and excavation within the drip line of subject trees shall proceed
12 with extreme care, either using hand tools, or with other low-impact equipment that will
13 not cause damage to the tree, roots or soil. Tracked equipment (if needed) shall be staged
14 with tracks outside of root zones or with tracks on the existing hard surfacing; the use of a
15 bucket and thumb in the root zone is allowed for demolition and removal of concrete with
16 an observer.
 - 17 4. Excavated soil, asphalt and concrete shall be stockpiled outside of the critical root zones of
18 trees.
 - 19 5. When encountered, exposed roots 2 inches and larger in diameter shall be worked around
20 in a manner that does not break the outer layer of the root surface (bark). Exposed roots
21 shall be covered in Wood Chips or Mulch and shall be maintained above permanent wilt
22 point at all times. Roots 2 inch and larger in diameter and that conflict with the project
23 shall only be cut back to the minimum necessary. Work shall be performed and scheduled
24 to close excavations as quickly as possible over exposed roots.
 - 25 6. Roots larger than 2 inches in diameter shall be cut using a sharp saw. Large roots shall not
26 be cut with hydraulically-driven equipment (excavator buckets, etc.) as they typically “rip”
27 or “tear” roots beyond protection limits and damage the root zone beyond the necessary
28 amount.
 - 29 7. Tree branches that interfere with the construction may be tied back or pruned to clear only
30 to the point necessary to complete the work. Other branches shall only be removed when
31 specifically indicated by the Owner’s Representative. Tying back or trimming of all branches
32 and the cutting of roots shall be in accordance with accepted arboricultural practices (ANSI
33 A300, part 8) and be performed under supervision of the arborist.
 - 34 8. Matting: Install temporary matting over the Wood Chips or Mulch as needed for
35 unavoidable vehicular traffic (e.g., mini excavator). Do not permit foot traffic, scaffolding or
36 the storage of materials within the Tree Protection Area to occur off the temporary
37 matting.

- 1 9. Trunk Protection: Protect the trunk of any tree adjacent to swinging equipment by covering
2 it with a ring of 8-foot-long 2 inch x 6 inch planks loosely banded with steel bands or rope.
3 Staple the bands or rope to the planks as necessary to hold them securely in place.
- 4 F. During the dry season (June 15 through October 15), ensure the critical root zones of newly
5 exposed (due to construction) trees along the boundary of construction work receive at least
6 one inch of water once every two weeks. This should be done during construction and during
7 any portion of the dry season directly following construction. Note: Western Red Cedar and
8 Western Hemlock trees are particularly susceptible to drought stress if newly exposed to
9 desiccating wind, heat or light from construction activity.
- 10 G. Trees that receive excessive root impacts from excavation shall be evaluated by an Arborist.

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**Appendix A:
Tree Inventory Sketch – Survey Markup**

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**Appendix B:
Tree Inventory Spreadsheet**

TAG NO.	SPECIES NAME	# STEMS	COMB DBH* (IN)	HEIGHT (FEET)	CANOPY RADIUS (FEET)	CNDTN	SIGNIFICANT IN CITY OF LYNNWOOD	PROPOSED ACTION	NOTES
1100	Pseudotsuga menziesii, (Douglas-fir)	1	22.90	72	20	GOOD	YES		U-shape union at 15 feet; minor lawn mower damage to roots
1101	Pseudotsuga menziesii, (Douglas-fir)	1	19.50	60	20	FAIR	YES		Kink at 15 feet
1102	Pseudotsuga menziesii, (Douglas-fir)	1	17.30	75	20	GOOD	YES		Kink at 15 feet
1103	Pseudotsuga menziesii, (Douglas-fir)	1	17.20	70	20	FAIR	YES		Heavy branching at 20 feet
1104	Pseudotsuga menziesii, (Douglas-fir)	1	16.50	60	25	FAIR	YES		1 to 2 inch dead branches in canopy; kink at 30 feet
1105	Pseudotsuga menziesii, (Douglas-fir)	1	17.20	70	20	GOOD	YES		Some small dead branches low in canopy
1106	Pseudotsuga menziesii, (Douglas-fir)	1	18.70	70	15	FAIR	YES		Slight lean to north; U-shape union at 20 feet
1107	Thuja plicata, (Western Red Cedar)	1	21.10	65	15	GOOD	YES		Pistol butted trunk; pruned for line clearance
1108	Pseudotsuga menziesii, (Douglas-fir)	1	32.00	115	22	GOOD	YES		Pruned for line clearance on west side
1109	Thuja plicata, (Western Red Cedar)	1	8.40	40	15	FAIR	YES		Crowded canopy; healthy foliage
1110	Thuja plicata, (Western Red Cedar)	1	8.50	40	15	FAIR	YES		Codominant at 3 feet; crowded canopy; healthy foliage
1111	Thuja plicata, (Western Red Cedar)	1	10.00	30	20	FAIR	YES		Crowded canopy; healthy foliage
1112	Pseudotsuga menziesii, (Douglas-fir)	1	27.10	100	20	GOOD	YES		No major defects; good branch structure
1113	Pseudotsuga menziesii, (Douglas-fir)	1	24.20	45	20	FAIR	YES		Broken top at 45 feet
1114	Pseudotsuga menziesii, (Douglas-fir)	1	28.10	100	25	GOOD	YES		Fused at base with tree #1115
1115	Thuja plicata, (Western Red Cedar)	1	19.00	30	20	FAIR	YES		Old trunk wound at 20 feet; good response growth
1116	Pseudotsuga menziesii, (Douglas-fir)	1	33.80	125	25	GOOD	YES		50% live crown ratio; roots under sidewalk
1117	Acer macrophyllum, (Bigleaf Maple)	1	27.50	100	40	GOOD	YES		Good branch structure; could use maintenance on 1.5" branches
1118	Pseudotsuga menziesii, (Douglas-fir)	1	19.10	105	12	FAIR	YES		5° lean to north; no root taper on one side of trunk due to backfill
1119	Pseudotsuga menziesii, (Douglas-fir)	1	28.70	120	15	FAIR	YES		Asphalt and concrete covering approximately 40% of dripline; 6 inch root about 2 inches below surface; about 5 or 6 roots in total near concrete; good tapering on trunk
1120	Pseudotsuga menziesii, (Douglas-fir)	1	35.20	120	20	FAIR	YES		Trunk filled in on northwest side; roots along surface of fill up hill; hanging branch
1121	Pseudotsuga menziesii, (Douglas-fir)	1	26.50	125	10	FAIR	YES		Slight unbalanced canopy due to competition; concrete curb and bench in critical root zone; one or two dead 1" branches
1122	Pseudotsuga menziesii, (Douglas-fir)	1	26.30	115	25	FAIR	YES		Slight unbalanced canopy; landscape timber and concrete curb in critical root zone
1123	Pseudotsuga menziesii, (Douglas-fir)	1	30.30	115	25	FAIR	YES		Branches only on south side; three 3 inch dead branches
1124	Pseudotsuga menziesii, (Douglas-fir)	1	25.30	115	15	FAIR	YES		Concrete curb in critical root zone; unbalanced canopy; good structure
1125	Pseudotsuga menziesii, (Douglas-fir)	1	27.30	115	15	FAIR	YES		Asphalt walkway in critical root zone
1126	Pseudotsuga menziesii, (Douglas-fir)	1	29.80	120	10	FAIR	YES		Asphalt walkway in critical root zone; good taper at base of trunk
1127	Pseudotsuga menziesii, (Douglas-fir)	1	37.50	120	15	FAIR	YES		Asphalt walkway in critical root zone; lawn mower damage on north side; dead hanging branch at 45 feet
1128	Pseudotsuga menziesii, (Douglas-fir)	1	28.00	120	8	FAIR	YES		Asphalt walkway in critical root zone; small 0.5 inch branches dying
1129	Pseudotsuga menziesii, (Douglas-fir)	1	28.00	110	15	FAIR	YES		50% live crown ratio; concrete curb and asphalt in critical root zone; slightly thinning foliage
1130	Pseudotsuga menziesii, (Douglas-fir)	1	16.80	80	15	POOR	YES		20% live crown ratio; lean at base, corrected at top; limited canopy; thinning foliage; asphalt in critical root zone
1131	Pseudotsuga menziesii, (Douglas-fir)	1	35.80	100	10	FAIR	YES		Several 1 inch branches on south side are dead approximately 50 feet up; asphalt in critical root zone
1132	Pseudotsuga menziesii, (Douglas-fir)	1	18.30	45	15	FAIR	YES		All branches are located on south side
1133	Prunus x domestica, (Cultivated Plum)	1	5.50	20	5	V. POOR	-		landscape timber in critical root zone; totally dead top with some water sprouts below 10 feet
1134	Sorbus aucuparia, (European Mountain Ash)	4	7.04	15	10	FAIR	YES		Some small dead branches
1135	Pseudotsuga menziesii, (Douglas-fir)	1	17.40	110	15	FAIR	YES		Five or six dead branches in canopy with 0.5 to 1 inch diameters
1136	Pseudotsuga menziesii, (Douglas-fir)	1	26.00	110	15	FAIR	YES		All branches are located on south side; some small dead branches; two 2" hangers about 20 feet up; edge tree
1137	Pseudotsuga menziesii, (Douglas-fir)	1	20.20	95	15	FAIR	YES		10° lean to east, self corrected at top; edge tree
1138	Prunus emarginata, (Bitter Cherry)	1	7.70	20	8	POOR	YES		15° phototropic lean to south; a lot of small dying/dead branches
1139	Pseudotsuga menziesii, (Douglas-fir)	1	10.00	45	10	FAIR	YES		Crowded canopy
1140	Pseudotsuga menziesii, (Douglas-fir)	1	15.10	60	10	FAIR	YES		15° phototropic lean to south; concrete and asphalt in critical root zone
1141	Pseudotsuga menziesii, (Douglas-fir)	1	22.50	100	15	FAIR	YES		Three or four 1.5 inch dead branches; concrete and asphalt in critical root zone
1142	Pseudotsuga menziesii, (Douglas-fir)	1	19.00	100	10	FAIR	YES		Asphalt in outer portion of critical root zone; limited canopy; slightly thinning foliage
1143	Alnus rubra, (Red Alder)	1	25.30	80	40	FAIR	-	MITIGATE	Significant decay and cavity at union at the top of the tree; 10° lean to the west; dead branch hanging over basketball court with a 2" diameter
1144	Prunus emarginata, (Bitter Cherry)	1	13.00	50	10	POOR	YES	MITIGATE	45° lean to northeast, not corrected; fell later in life; half of canopy is dead; proposed trail will be under the leaning tree
1145	Salix scouleriana, (Scouler's Willow)	1	22.00	50	15	POOR	-		Wound between 5 and 12 feet with internal decay; good branch structure
1146	Salix scouleriana, (Scouler's Willow)	2	14.65	50	10	POOR	-		Major decay in larger stem; evidence of past failure; leaning away from proposed features
1147	Alnus rubra, (Red Alder)	4	22.69	55	25	FAIR	-		No major visible defects; leaning over neighboring structures

TAG NO.	SPECIES NAME	# STEMS	COMB DBH* (IN)	HEIGHT (FEET)	CANOPY RADIUS (FEET)	CNDTN	SIGNIFICANT IN CITY OF LYNNWOOD	PROPOSED ACTION	NOTES
1148	Alnus rubra, (Red Alder)	1	13.20	50	20	FAIR	-		No major visible defects
1149	Alnus rubra, (Red Alder)	1	9.00	50	20	FAIR	-		No major visible defects
1150	Salix scouleriana, (Scouler's Willow)	1	7.50	45	13	FAIR	-		Evidence of east stem failure; ivy growing up stem
1151	Prunus emarginata, (Bitter Cherry)	1	10.00	50	0	DEAD	YES	MITIGATE	Fungus on outside of stem; ivy growing up stem
1152	Prunus emarginata, (Bitter Cherry)	1	8.80	50	10	FAIR	YES		Slight lean to north; ivy growing on stem
1153	Alnus rubra, (Red Alder)	1	18.00	65	15	FAIR	-		No major visible defects
1154	Alnus rubra, (Red Alder)	1	26.30	30	15	POOR	-	MITIGATE	Major decay starting at 20 feet; dead top at 30 feet; nest cavities - could be good habitat
1155	Alnus rubra, (Red Alder)	1	25.00	85	10	FAIR	-		No major visible defects; a lot of Prunus laurocerasus (english laurel) and Ilex aquifolium (english ivy)
1156	Pseudotsuga menziesii, (Douglas-fir)	1	19.20	95	10	FAIR	YES		0.5 inch dying branches; slightly thinning foliage; ivy starting to climb the stem; asphalt in critical root zone
1157	Pseudotsuga menziesii, (Douglas-fir)	1	13.50	80	8	V. POOR	YES	MITIGATE	Reduced canopy; thinning foliage; 10% live crown ratio; top of tree is dead
1158	Pseudotsuga menziesii, (Douglas-fir)	1	30.00	110	15	DEAD	YES	MITIGATE	Few green needles remaining; asphalt in critical root zone; dead; candidate for snagging
1159	Thuja plicata, (Western Red Cedar)	1	14.30	65	15	GOOD	YES		Good branch structure; 100% live crown ratio; asphalt in critical root zone
1160	Pseudotsuga menziesii, (Douglas-fir)	1	32.00	110	8	FAIR	YES		50% live crown ratio; asphalt in critical root zone
1161	Pseudotsuga menziesii, (Douglas-fir)	1	14.60	80	10	FAIR	YES		Very significant lean/curved trunk, self corrected; 80% live crown ratio; no major visible defects; asphalt in critical root zone
1162	Pseudotsuga menziesii, (Douglas-fir)	1	30.60	100	15	FAIR	YES		Several small 0.5 inch branches dead; asphalt in critical root zone
1163	Thuja plicata, (Western Red Cedar)	1	10.70	15	7	POOR	YES		Significant rot at base with good response growth; whole backside of tree is dead; top broken at 15 feet
1164	Pseudotsuga menziesii, (Douglas-fir)	1	39.90	110	20	FAIR	YES		No major visible defects; structurally sound
1165	Alnus rubra, (Red Alder)	2	22.00	50	10	FAIR	-		Larger stem has a 20° lean to east; smaller stem is leaning against tree #1164
1166	Pseudotsuga menziesii, (Douglas-fir)	1	11.60	55	7	FAIR	YES		Crowded canopy; no major visible defects; asphalt in critical root zone
1167	Thuja plicata, (Western Red Cedar)	1	7.70	30	6	FAIR	YES		Dead top; remaining vegetation is robust
1168	Pseudotsuga menziesii, (Douglas-fir)	1	14.20	60	10	FAIR	YES		Unbalanced canopy; several small branches dead on north side, the largest having a 1 inch diameter
1169	Pseudotsuga menziesii, (Douglas-fir)	1	11.70	40	15	FAIR	YES		15° lean to the east
1170	Pseudotsuga menziesii, (Douglas-fir)	1	24.60	100	20	FAIR	YES		No major visible defects; majority of branches on south side
1171	Pseudotsuga menziesii, (Douglas-fir)	1	34.20	100	15	FAIR	YES		A couple small dead branches at 40 feet with max diameter of 1.5 inches
1172	Pseudotsuga menziesii, (Douglas-fir)	1	20.90	80	10	FAIR	YES		Big kink at 50 feet; couple small dead branches; asphalt in critical root zone
1173	Prunus emarginata, (Bitter Cherry)	2	14.53	60	10	FAIR	YES		some small dying branches; asphalt in critical root zone
1174	Salix scouleriana, (Scouler's Willow)	1	31.30	65	20	FAIR	-		Ivy moving up stem; 16 inch dead branch at 10 feet; several small dead branches
1175	Pseudotsuga menziesii, (Douglas-fir)	1	30.90	126	20	FAIR	YES		Several low dead branches with max diameter of 2.5 inches; asphalt in critical root zone
1176	Thuja plicata, (Western Red Cedar)	1	20.00	100	20	GOOD	YES		Somewhat limited canopy; asphalt in critical root zone
1177	Pseudotsuga menziesii, (Douglas-fir)	1	33.60	130	25	FAIR	YES		Several low dead branches with max diameter of 2 inches; asphalt in critical root zone
1178	Thuja plicata, (Western Red Cedar)	1	20.80	80	10	FAIR	YES		Cleft in stem due to response growth
1179	Tsuga heterophylla, (Western Hemlock)	1	20.80	75	10	V. POOR	YES	MITIGATE	Top dead and broken at 75 feet; upper foliage thinning and dying; some healthy branches at bottom
1180	Thuja plicata, (Western Red Cedar)	1	31.10	85	15	GOOD	YES		Slightly unbalanced canopy because it is located in a grove
1181	Thuja plicata, (Western Red Cedar)	1	28.40	90	15	GOOD	YES		No major visible defects; slightly unbalanced canopy because it is located in a grove
1182	Thuja plicata, (Western Red Cedar)	1	25.60	90	15	GOOD	YES		Slightly unbalanced canopy because it is located in a grove
1183	Prunus emarginata, (Bitter Cherry)	1	7.50	45	8	FAIR	YES		A lot of small dead branches
1184	Pseudotsuga menziesii, (Douglas-fir)	1	43.40	120	25	FAIR	YES		Unbalanced canopy; about ten 2.5 to 3 inch dead branches up to approximately 50 feet hanging over trail
1185	Pseudotsuga menziesii, (Douglas-fir)	1	38.80	120	25	FAIR	YES		Rubus armeniacus (Himalayan blackberry) and Rubus laciniatus (cutleaf blackberry) at base of tree; some dead branches up to approximately 50 feet
1186	Pseudotsuga menziesii, (Douglas-fir)	1	23.20	110	20	GOOD	YES		90% live crown ratio
1187	Alnus rubra, (Red Alder)	1	15.60	65	20	V. POOR	-		Really sparse foliage on major branches; dead branches; insect escape holes
1188	Pseudotsuga menziesii, (Douglas-fir)	1	6.40	35	10	FAIR	YES		Blackberry in understory
1189	Pseudotsuga menziesii, (Douglas-fir)	1	6.80	30	10	FAIR	YES		No major visible defects
1190	Alnus rubra, (Red Alder)	1	7.80	40	8	FAIR	-		No major visible defects
1191	Pseudotsuga menziesii, (Douglas-fir)	1	42.10	120	10	FAIR	YES		Many dead branches from 25 to 50 feet with max diameters of 3 inches that are hanging over the trail; huge hanger
1192	Pseudotsuga menziesii, (Douglas-fir)	1	31.30	120	15	FAIR	YES		Crowded canopy
1193	Pseudotsuga menziesii, (Douglas-fir)	1	20.60	55	20	FAIR	YES		Seven 2 to 3 inch diameter branches that are dead and hanging over dirt path; somewhat crowded canopy
1194	Pseudotsuga menziesii, (Douglas-fir)	1	38.10	120	20	FAIR	YES		A lot of dead/dying branches from 15 to 50 feet
1195	Pseudotsuga menziesii, (Douglas-fir)	1	21.00	100	15	FAIR	YES		Several 1.5 inch dead branches from 20 to 30 feet

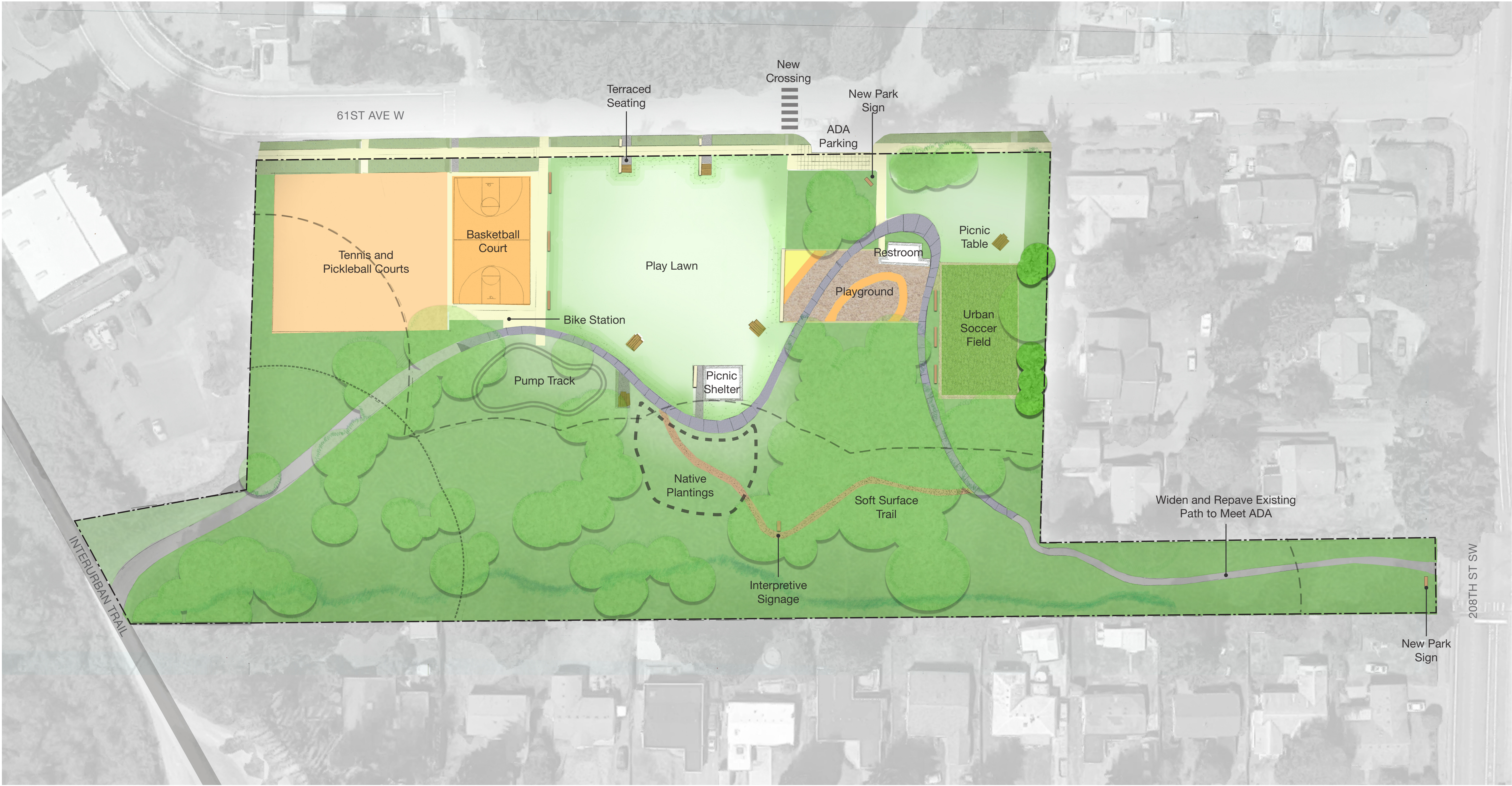
TAG NO.	SPECIES NAME	# STEMS	COMB DBH* (IN)	HEIGHT (FEET)	CANOPY RADIUS (FEET)	CNDTN	SIGNIFICANT IN CITY OF LYNNWOOD	PROPOSED ACTION	NOTES
1196	Salix scouleriana, (Scouler's Willow)	3	31.80	70	15	FAIR	-		Moderate decay at base of trunk; small dead/dying branches through the canopy
ASH-1	Sorbus aucuparia, (European Mountain Ash)	1	10.00	35	10	FAIR	YES		Located 3 feet inside fence

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**Appendix C:
Conceptual Landscape Design**

South Lynnwood Park

30% Site Layout Plan | July 12, 2018



DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. CONTRACT <input type="checkbox"/> b. GRANT <input type="checkbox"/> c. COOPERATIVE AGREEMENT <input type="checkbox"/> d. LOAN <input type="checkbox"/> e. LOAN GUARANTEE <input type="checkbox"/> f. LOAN INSURANCE	2. Status of Federal Action: <input type="checkbox"/> a. BID/OFFER/APPLICATION <input type="checkbox"/> b. INITIAL AWARD <input type="checkbox"/> c. POST-AWARD	3. Report Type <input type="checkbox"/> a. INITIAL FILING <input type="checkbox"/> b. MATERIAL CHANGE FOR MATERIAL CHANGE ONLY: YEAR _____ QUARTER _____ DATE OF LAST REPORT _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE TIER _____, <i>IF KNOWN:</i> Congressional District, <i>if known:</i> _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Congressional District, <i>if known:</i> _____	
6. Federal Department/Agency	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number if known:	9. Award Amount if known: \$ _____	
10a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI)</i>	b. Individual Performing Services <i>(including address if different from No. 10A) (last name, first name, MI)</i>	
<i>(attach Continuation sheet(s) SF LLL-A, if necessary)</i>		
11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. RETAINER <input type="checkbox"/> b. ONE-TIME FEE <input type="checkbox"/> c. COMMISSION <input type="checkbox"/> d. CONTINGENT FEE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. OTHER; SPECIFY: _____	
12. Form of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: Congressional District, <i>if known:</i> _____ <i>(attach Continuation sheet(s) SF LLL-A, if necessary)</i>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL

INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 9a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____