

AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, January 12, 2023 - 6:00 PM**

City Council meeting can be viewed live on the City's website, Comcast Channel 21/321 or on the City's [YouTube](#) channel.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

EXECUTIVE SESSION

EVALUATE COMPLAINT AGAINST PUBLIC OFFICER UNDER RCW
42.30.110(1)(f) - 30 Minutes

CORRESPONDENCE

Item 1. [Correspondence](#)

COMMENTS FROM THE PUBLIC

Item 1. [Public Comment 01.12.2023](#)

CITY MANAGER REPORT

Item 1. 3rd QUARTER FINANCIAL REPORT
[2022 3rd Quarter Financial Report](#)

Item 2. **ARPA UPDATE 2023**
[ARPA Update 2023](#)

CONSENT CALENDAR

Item 1. APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers through December 29th, 2022 and the payroll transfers through January 05, 2023 in the attached list and further described as follows:

EFT Vendor Payments	#7574-7740	\$1,524,244.95
Wires	#2092-2108	\$1,921,764.25

Accounts Payable Checks	#164521-164584	\$464,338.69
Voided Checks	#163772-163772	\$(1,050.00)
Payroll Checks	#19605-19610	\$3,461.72
Payroll Direct Deposit	#3550-3710	\$436,165.46
Payroll Checks	#19611-19616	\$8,822.49
Payroll Direct Deposit	#3711-3872	\$412,619.87
Payroll Checks	#19617-19621	\$6,399.23
Payroll Direct Deposit	#3873-4042	\$413,285.52

Total Checks and Wires for A/P and Payroll: \$5,190,052.18

[Approval of Vouchers](#)

- Item 2. HUMAN TRAFFICKING AWARENESS DAY PROCLAMATION
Motion is to approve the Proclamation recognizing January 11th as Human Trafficking Awareness Day.
[Human Trafficking Awareness Day Proclamation](#)
- Item 3. REDONDO BOAT LAUNCH RESTROOM FACILITY GRANT
Motion is to approve Draft Resolution No. 22-075 authorizing City Administration to apply for financial assistance managed by the Washington State Recreation and Conservation Office.
[Redondo Boat Launch Restroom Facility Grant](#)
- Item 4. JOINT USE AGREEMENT AMENDMENT
Motion is to approve the first amendment to the Interlocal Agreement for the provision of shared usage of facilities, and authorize the City Manager to sign the Agreement substantially in the form as submitted.
[Joint Use Agreement Amendment](#)
- Item 5. DES MOINES NORMANDY PARK INTERLOCAL AGREEMENT FOR SENIOR SERVICES, 2023
Motion is to approve the Interlocal Agreement with the City of Normandy Park for the provision of Senior Services in fiscal year 2023 whereby Normandy Park will pay an amount equal to Normandy Park's pro-rata share of costs per year for services based on participation levels, and authorize the City Manager to sign the Agreement substantially in the form as submitted.
[Des Moines Normandy Park Interlocal Agreement for Senior Services, 2023-2024](#)
- Item 6. REDONDO BOAT RAMP BOARDING FLOATS CONTRACT
Motion is that the Council approve the contract with Blue Water Systems, Ltd. for building and supplying new boarding floats for the Redondo Boat Ramp for the sum of \$385,179 and also approve a contingency for the project of \$38,520 for a total spending authorization of \$423,699, and authorize the City Manager to sign the contract, substantially in the form as attached.

[Redondo Boat Ramp Boarding Floats Contract](#)

NEW BUSINESS

- Item 1. DRAFT ORDINANCE 22-065, RELATING TO SPEED LIMIT ENFORCEMENT IN AND AROUND CITY PARKS
Staff Presentation by City Attorney Tim George
[Draft Ordinance 22-065, relating to speed limit enforcement in and around City parks](#)
[Park zone speed cameras](#)
- Item 2. INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

NEXT MEETING DATE

January 26, 2023 City Council Study Session

ADJOURNMENT

From: [DAVE ELLIOTT](#)
To: [City Council](#)
Subject: 4th Ave Speeding
Date: Tuesday, January 10, 2023 4:14:51 PM

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I have lived on 4th Ave S for 16 years and I have called the police and asked the city council to help with the speeders going up and down 4th Ave S in North Hill. I have asked numerous times to have speed bumps installed, even the rubber speed bumps would help.

Many people walk up and down this street, with children and with dogs. It is only a matter of time before someone is hurt critically.

The speed sign near the top of the hill does nothing to deter speeders and they come at all times, day or night.

Please make something happen to improve this situation.

Thank you
David Elliott
425-306-5179

Sent from [Mail](#) for Windows

From: [Bill Linscott](#)
To: [City Council](#)
Cc: [Patti Linscott](#)
Subject: Comments Regarding "Right Sizing" Marina Development
Date: Thursday, January 12, 2023 11:48:07 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mayor, Deputy Mayor, Council and City Manager,

We would like to provide thoughts and comments for your consideration regarding Marina Development.

Our Marina is much like our City: Both have unique locations, small footprints and property lines surrounded by neighbors on all sides, except for the water side.

As such, they have a common challenge: How best to use the remaining available space? Many of those decisions will be "forever decisions" - certainly for our lifetime. I expect much will happen this year regarding those decisions.

For the Marina, the design of the City (established by prior councils) wrapped it in a high density residential neighborhood. There are no real areas for any significant footprint expansion of the current Marina upland. The only obvious section is the Parcel A area with the adjacent space for the Marina Steps structure. It is the only empty spot just below Cliff Avenue. Other than that, decisions will have to consume public open space and the parking lots.

From various presentations given to City Council and the public, there have been a wide variety of features and structures identified for consideration.

These include:

- Marina Steps structure
- Adaptive Purpose Building (boat stacks + other)
- Boutique hotel
- Reflection pond with creek
- Farmers Market
- Passenger ferry service location
- *Marina Staff offices/storage area
- Pavilion area
- A parking garage for expansion
- *Small boat launch structure (water's edge)

*Full service boatyard
*Fuel storage capability
SR3 facility expansion
*New Marina tenant restroom

And salt and peppered around - restaurants/retail places

Some of these (*) support the boating infrastructure. Several exist today and are likely to continue. Others introduce new or expanded features/structures that may, or may not, be a good fit as “best use” for public benefit.

There is no information available for the public to understand how and when the City’s final decisions will be made on these features. There is no citizen advisory group being communicated with on these matters. It is even difficult to tell which City Council Committees have the responsibility for recommending these to the full Council for final approval.

There is great public interest in this decision process and a desire to provide an update on public preferences.

We Would Like to Recommend:

- Establishing a criteria and process to identify the most desirable items and their locations. (To finalize the real list);
- Obtaining an update from the public on their preferences and discuss this criteria/analysis process;
- Build an actual plan that provides a schedule of the actions for this process;
- Present a vision (as in renderings) for residents to understand the end state;
- Create a new council committee focused solely on Marina development projects (waterside and uplands);
- Re-establish a citizen advisory group to strengthen communications between residents and City neighborhoods.

Thank you for the opportunity to comment.

Bill & Patti Linscott
Des Moines Residents

From: [RAMONA SHIERK](#)
To: [CityCouncil](#)
Subject: Construction of a hotel, parking garage and retail space in the DM Marina
Date: Thursday, December 15, 2022 12:51:27 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Say "NO" to building a hotel, parking garage and retail space in the Des Moines Marina. That space should be reserved for public use by residents and visitors.

From: [ANDREW NIX](#)
To: [City Council](#); micheles@condohoa.net; [Police Generic](#)
Subject: Des Moines Police
Date: Tuesday, January 3, 2023 1:24:03 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To the Honorable Mayor Mahoney and the City Council of Des Moines,

At about midnight on 240th and 12th PI S., two men became violent and irrational and began to vandalize our neighborhood. They threw full beer bottles at houses, fences, at an RV, at cars driving by, and at the Hudson Ridge Condominium signage. They screamed. Not like shouting in fun; like they were insane and violent. We have video. There is glass **EVERYWHERE**. Huge chunks of broken glass litter the bus stop where kids will line up tomorrow for school.

We called 911 and the unprofessionalism exhibited by Des Moines PD defied belief. It took nearly 15 minutes after my wife's initial call for them to even drive by. We watched as the two men hid in the neighbor's bushes and cops sped by, not even bothering to slow/stop investigate in the place the call originated. The cops passed again. And again. After multiple calls back saying that these drunk vandals were hiding in a family's yard directly under their front door, a cop finally slow-rolled up to me standing outside in frustration as the two vandals walked away. At my insistence, the officer drove another block west on 240th to where the men were walking on the left side of the road and talked to them before letting the vandals saunter into their home.

No photos. No video. No statements. No checking for damage to the vehicles and buildings. No request to ID the vandals. No sense of urgency. Total apathy from Des Moines Police. The glass remains strewn across the intersection and along the fences, sidewalks, and the sign to Hudson Ridge. My children are too scared to go to sleep as I write this at 1:15AM. I speak for my neighbors when I say we are upset with the city's tepid response. I would love to provide a case number for your reference, but Des Moines Police did not deem vandalism and scaring a neighborhood worthy of a case. My wife and children were afraid, as were others in our neighborhood. Those vandals know where we live and that we called the police and my family now feels threatened.

Let me ask you, Mr. Mahoney, what would you do if two vandals violently threw beer bottles at your kids' window at midnight and the cops let them just walk away? I'd bet they would be a lot faster than seventeen minutes in their response time if it was your house. Is there any accountability? Do our police even care about our community? Do they live where they police? Before you think that I do not sympathize with the plight of police and the very difficult and dangerous service they perform know this: my father was a detective for the Sheriff's Office and mother was a director at the Criminal Justice Training Commission. My wife works for the City of Federal Way

Prosecutor's office. They would all be red-assed mad and ashamed of what happened tonight (for sure my wife is).

You should be too.

Thank you for taking the time to read this and I look forward to a response.

Andrew Nix
23918 12th PI S #102
Des Moines, WA 98198

From: [Liz B](#)
To: [CityCouncil](#)
Subject: Does Comcast/Xfinity have a monopoly in areas of Des Moines?
Date: Thursday, December 29, 2022 7:48:15 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear City Council, I have been meaning to ask you this question officially for some time, but unfortunately, I am unable to attend meetings in person these days Dr. has advised against it. My cable/internet bill is outrageous. I am on a limited budget. I have tried to work with xfinity/comcast to see if they could lower my bill by returning all the boxes I had in the house, except for one, and having a slew of channels taken away. I don't have hbo, showtime, Life, Smithsonian, 0 Sports channels, Nat Geo Wild and a slew of others...yet my bill is over \$200. and I just received an email from them about another raise in January 2023.

I have tried calling other internet/cable companies in the area and none of them are available to us. Not even TMobile, which is our cell phone service! Century Link told us all they could offer us is a landline?

Two houses away, on the W side of Marine View Dr. my neighbors have a choice of several companies. What is going on? I look forward to someone explaining it to me so I can share the information with my other neighbors who are just as completely baffled as we are.

Sincerely,
Elizabeth & Malcolm Burn
Des Moines, WA 98198

From: [Al and Debbie Walls](#)
To: [City Council](#)
Subject: hotel at marina
Date: Monday, December 26, 2022 5:37:21 PM

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Good evening. I am urging the City Council to leave the marina parking lot as is, rather than add a hotel. I was there today, and the parking lot available to the public is small. Most of the marina has been given over to boat owners. There are spikes and fences preventing the public to drive from one end to the other. It is already so chopped up, adding anything else would not help the aesthetics, and would block the view of the public using the sidewalks and parking lot.

Also, someone added yet more signage of what not to do. Now there are many signs saying you cannot bike, skate, etc. on sidewalks. Can we please have a bicycle lane put in so bike riders can safely ride through the marina? Taking children there to bicycle is dangerous now that they cannot ride on the sidewalk.

Thank you for reading my comments.

Debbie Walls
21403 6th Avenue S.
Des Moines, Wa 98198

From: [Carol](#)
To: [CityCouncil](#)
Subject: Hotel Placement in Marina's north parking lot
Date: Wednesday, January 4, 2023 1:15:50 PM

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I find this proposal absolutely ridiculous. If you are trying to make Des Moines a destination place perhaps you should start with downtown with (more restaurants, shopping and so forth). A hotel is not going to make this city a destination place. Really!! Perhaps you should look further into why an individual is pushing for this what will that person or company get in return. Now with the new proposal it will take away the views of the existing condo. Why would you decide to move in front a condo instead of the original plan where it didn't obstruct anyone view???

Why would you take away our public open space for city's revenue especially when it is used all the time for boating, walking and fishing. We pay for this with our property taxes.... And now you take it away.

I also would like to know that actual cost of the water taxi ferry, expenses and how much will the City will subsidize, when do you think you will break even or do the people have to pay more taxes for a few individuals. Where do all the riders park?

Why did you replace the existing parking lot, add bathrooms and extended out the sheet piling? It certainly seems like the hotel is a done deal. I also know from experience these meetings are to please the people but in reality you have already have made your decision.

I would appreciate a quick response from you.

Very Frustrated and Concerned,

Carol

Sent from [Mail](#) for Windows



Virus-free www.avg.com

From: [Gregory Olander](#)
To: [CityCouncil](#)
Subject: No hotel at the Marina
Date: Thursday, January 12, 2023 10:23:51 AM

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Let's enjoy the we work just completed. I walk there daily with my dog. Don't block the views!!

From: [Shary Frankfurter](#)
To: [CityCouncil; desmoinesmarinawatch@gmail.com](#)
Subject: No Hotel on North Parking Lot
Date: Monday, January 2, 2023 3:52:43 PM

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The North Parking Lot is such an asset now - beautiful with wide sidewalks, impressive lighting fixtures, garden areas, and an attractive restroom and food service building.

Why would YOU want to ruin this amazing waterfront with spectacular all around views with a large hotel plopped on it? Where are your interests? This North Parking lot is filled daily with people, cars and many events. Everyone uses and enjoys it.

This waterfront belongs to the people who live and pay taxes in Des Moines.

Once it is given to developers, it is gone forever!

You City Council members were elected to represent our best interests. This large hotel obstructing our connection with the Marina and waterfront would not be benefiting us. Why are you so determined to help out developers and outsiders to the detriment of the Des Moines people who elected you?

Do you really want to make history as the City Council who gave it all away?

Shary Frankfurter

Sent from my iPad

From: [Judy](#)
To: [CityCouncil](#)
Subject: No hotel
Date: Saturday, December 31, 2022 10:46:04 AM

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Hi. I am opposed to a hotel at the Des Moines marina as there a number hotels in the area already Judy Moyer

Sent from my iPhone

From: [Marilyn Onstott](#)
To: [CityCouncil](#)
Subject: NO MARINA HOTEL
Date: Saturday, December 31, 2022 10:05:01 AM

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Dear Council Members,

No Marina Hotel!!!

There are many places in Des Moines for a hotel, just not at the Marina.

This is a family park and it needs to remain uncluttered not with less parking and more buildings. Please get your funds elsewhere.. We need the nature and room to walk and run.

PLEASE, NO MARINA HOTEL OR OTHER BUILDINGS

Thank you.

Marilyn Onstott
807 S. 218th St Unit 103
Des Moines

From: [Carol Heigh](#)
To: [CityCouncil](#)
Subject: no on hotel
Date: Tuesday, January 3, 2023 10:24:33 AM

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Your Des Moines waterfront is a local treasure with hundreds walking the marina daily. I cannot understand why you would ruin the natural beauty by putting a hotel there. Please consider future generations when making your decision.

Carol Heigh

From: [Melissa Tarr](#)
To: [CityCouncil](#)
Subject: No to a Hotel in the Marina
Date: Wednesday, January 11, 2023 11:06:17 AM

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To whom this may concern,

I am a resident of Des Moines and I do not want a hotel on the Marina. It will block public areas, parks, and views. I can understand the interest in building Des Moines into a destination, but I don't think the way to do so is to block the natural beauty that is the draw to the Des Moines Marina in the first place. A hotel might bring more money into the town and therefore more businesses. However, the choice of where to build it is the problem and it is my belief it will do the opposite of bringing more business. If a hotel is placed there, then other closer to Des Moines residents who come to the Marina and do not want to require a hotel stay, will no longer come to Des Moines. I walk to the Quarter Deck often and constantly meet people for Auburn, Federal Way, etc. They share their love to walk the park, and take in the view. A view that would be blocked by a hotel. A hotel they or I will never use.

Perhaps the hotel could be put on the south part of the parking lot. Perhaps other business should be built first in order to draw more of a crowd and interest in "destination Des Moines".

Please, please, don't change the culture of our community, that is what this monstrosity in the middle of a natural wonder will inevitably do.

A Concerned Des Moines Resident,
Melissa Gilbert

From: [Brian Snure](#)
To: [CityCouncil](#)
Subject: Please preserve the marina deck as a public space.
Date: Monday, January 2, 2023 6:27:37 PM

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Honorable Council Members.

As a lifelong resident of this community and a business owner, I ask that you protect the Marina as a public space for the entire community. Please listen to what I perceive to be the majority of the community and do not proceed with any type of hotel on the Marina deck. I am all for development that makes our community more vibrant and economically successful but the Marina deck is a public space that belongs to the community and a development that primarily serves private interests and visitors would not be in the best interest of the community. Small structures that serve the public, like the Quarterdeck are substantially different than a hotel and I hope you recognize that difference and focus on Marina uses that serve the entire community.

Thank you for your consideration. Even though we do not agree on everything, I appreciate the time and effort you put into serving our community.

--

Sincerely,

Brian Snure
Snure Law Office, PSC
612 S. 227th St.
Des Moines, WA 98198
Phone: 206-824-5630
Toll Free: 800-486-9484
Cell: 206-276-8742
Email: Brian@snurelaw.com

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ERROR, PLEASE NOTIFY US IMMEDIATELY, DO NOT COPY OR SEND THE
MESSAGE TO ANYONE ELSE AND DELETE THE ORIGINAL TRANSMITTAL.
THANK YOU!

From: [Howard Michaelson](#)
To: [CityCouncil](#)
Subject: Preserving waterfront open space
Date: Thursday, January 5, 2023 1:23:10 PM

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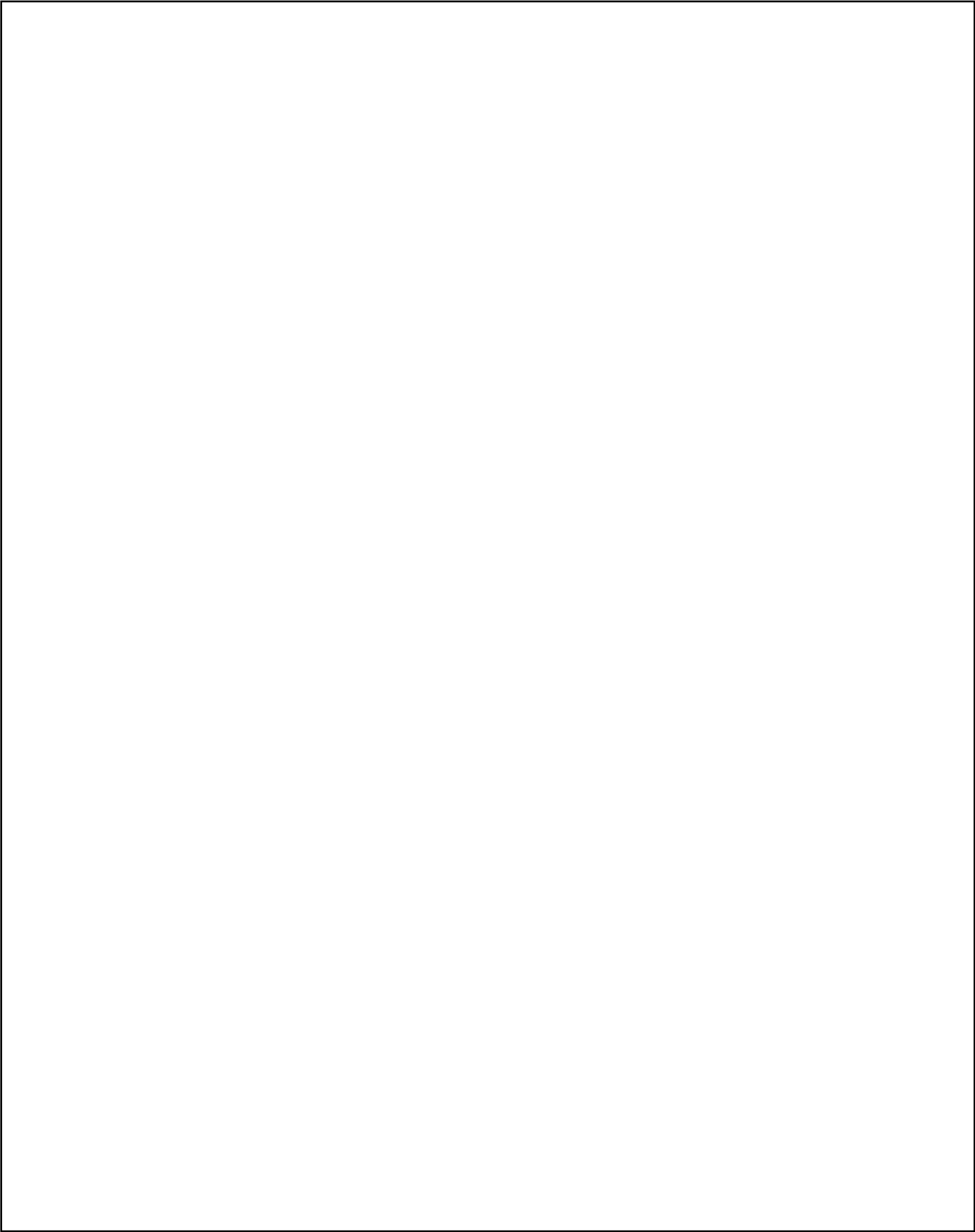
Attn: City Council Members,
I am writing to make my opinion known that the proposed project for a hotel and parking garage in the Des Moines Marina is **NOT** a good idea!

I have been a resident in this area for more than 30 years and one of the truly unique features of this Marina is the natural and wide open beach feeling that it possesses.
An unobstructed view of the Olympic mountains from a stroll along the shoreline.... a walk on the fishing pier literally over the water itself ... a place to roam during summer music festivals.... Such things are becoming increasingly rare in today's world of overdevelopment and should be treated as a natural resource, protected not destroyed!

As a seasoned now -retired veteran of the hospitality industry, I have no problems with hotels in general. Indeed, I made my living by selling equipment to many of them all over the world.

However, in this particular case, the community would be better served if a new one was built in a different location nearby. One in which the legacy of Washington's spectacular natural beauty is not to be challenged.

Thank you for your consideration
Best Regards
Howard Michaelson
206-427-9808



From: [Denise Lathrop](#)
To: [DMPlanning](#)
Cc: [Taria Keane](#)
Subject: RE: New contact form message for Imagine Des Moines 2044 via Contact Us
Date: Tuesday, December 20, 2022 10:05:10 AM

It should go to Taria Keane (copied).

Denise E. Lathrop, AICP
Community Development Director
City of Des Moines Community Development Department
21630 11th Avenue S., Suite D
Des Moines, WA 98198
206-870-6563 (DM office)
206-713-3994 (cell)

From: Comprehensive Plan <compplan@desmoineswa.gov>
Sent: Tuesday, December 20, 2022 9:22 AM
To: DMPlanning <DMPlanning@desmoineswa.gov>
Subject: FW: New contact form message for Imagine Des Moines 2044 via Contact Us

Hi Team,

This came in through the comp plan website contact form. Who should reply to this?

Joseph Messana-Croly
Land Use Planner I
City of Des Moines, Development Services Division
21630 11th Avenue South, Suite D
Des Moines, WA 98198-6398
Email: jmessana@desmoineswa.gov
Phone: 206-870-6524
City Website: www.desmoineswa.gov

From: notifications@mail.conversations.godaddy.com
<notifications@mail.conversations.godaddy.com>
Sent: Saturday, December 17, 2022 8:42 AM
To: Comprehensive Plan <compplan@desmoineswa.gov>
Subject: New contact form message for Imagine Des Moines 2044 via Contact Us

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Imagine Des Moines 2044

has received a new message.

Reply to Conversation _____

Name

Marilyn Fleming

Email

mfleming@quidnunc.net

Message

Building a boutique hotel in the parking lot near the pier does not serve the citizens of Des Moines. It blocks the view of our citizens. Put the hotel against the cliff.

Device

desktop

Language

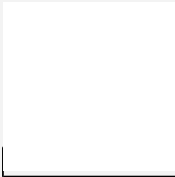
en-US

Submitted_from
Homepage

This message came from your contact form, [Imagine Des Moines 2044](#)

Download the Conversations mobile app for [iOS](#) or [Android](#), to access and respond to messages on the go

Sent via GoDaddy Websites + Marketing | Manage Emails



From: [Julie Jackson](#)
To: [CityCouncil](#)
Subject: Recycle delay
Date: Friday, December 30, 2022 5:53:57 PM

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Last week I was told to leave garbage and recycle out because of the ice storm. Today I called CleanScapes and was told that they are not picking up recycle today. So I will have 4 weeks of recycle with christmas packaging. So frustrated so when I told them I was going to call and complain to the city she said the city is aware of our problem. Crappy service.

Comments to Des Moines City Council

From: David Emery, on behalf of the Redondo Community Association

Date: January 12, 2023

RE: Continuing Safety Concerns at Redondo Beach

Good evening. My name is David Emery, and I am a resident of the Des Moines Redondo Beach neighborhood. I am addressing the Council this evening on behalf of the Redondo Community Association, for which I currently serve as President. I would like to start by thanking the Council, the City, and the Police Department for the plans that are already being made to help address the public safety issues that have plagued our quiet residential community the past few summers.

That said, I would like to point out that these issues do not completely go away during the winter months, and that we are still really in need of a police presence in our neighborhood this time of year, especially in and around the Boat Launch parking lot. For example, on October 6th and again on December 13th we had honest to gosh running gun battles in and around this area. I realize that neither of these running gun battles made it into the local news, but in both cases it was a matter of sheer luck that no bystanders or residents in their homes were injured. We also continue to have gangs of street racers using the Boat Launch parking lot as a platform for burn outs and donuts, most recently on the evening of December 9th and the morning of January 9th. In the latter case, there was even a crowd of onlookers cheering on the stunts that day.

I bring up these issues to make this simple point: to make sure that the general public, and the City Council, are aware that the renegade street racers and violent criminals are still targeting the Redondo Beach Community even during these winter months, and that we can really use a strong police presence in our neighborhood.

I would also like to take this opportunity to express the fullest support from the members of the Redondo Community Association for the use of speed enforcement cameras on Redondo Beach Drive. This strip is used throughout the year as a hot bed for flat out street racing, with all of the attendant safety issues. Speed enforcement cameras offers a simple and safe solution to address this problem in a manner that actually reduces the demand on our local law enforcement, reduces the need for traffic stops with their inherent risks, and eliminates even the appearance of biased policing. In short, this is a win-win for everybody involved except for only one group – the renegade street racers that plague our community.

Thank you for your continued support with these issues.



CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

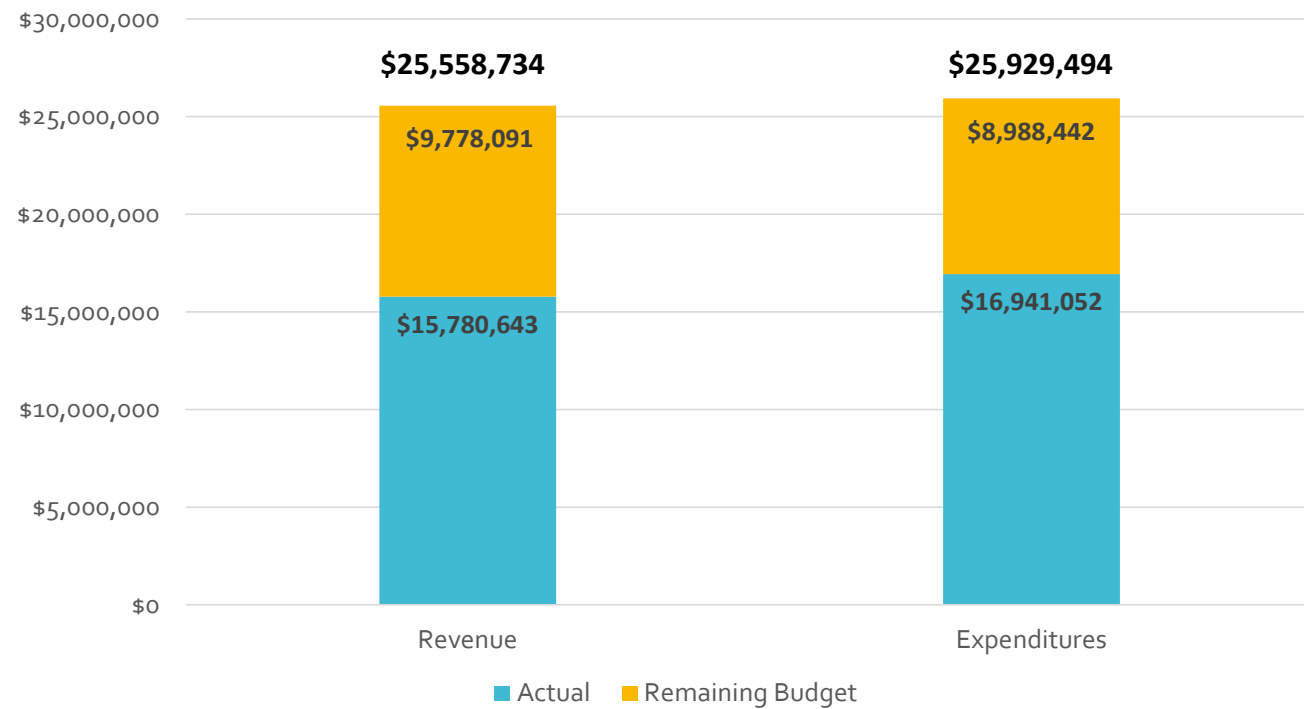
January 12, 2023

NAME (PLEASE PRINT)	CITY YOU LIVE IN	TOPIC	PHONE/E-MAIL ADDRESS
✓ Susan Jacobs-Hobins	Des Moines	Marina Hotel	(505) 935-4028 susan.jacobs@cityofdm.org
✓ Rick Johnson	Redondo Beach	Pot holes Bmt	253-279-3310
✓ MICHAEL R HOADS	Des Moines	MARINA HOTEL	206-498-4055
✓ Bill Linscott	Des Moines	Marina	206-445-2009
✓ Kay Vann	Redondo	Safety	206-853-1826
Jennifer Krupaek	Des Moines	Mannin Hotel	206-713-8973
✓ Becki Dea	Des Moines	Safety	253-946-6119
✓ David Emery	Des Moines	Redondo Public Safety	206-427-8754

General Fund

Year-to-Date
3rd Quarter 2022

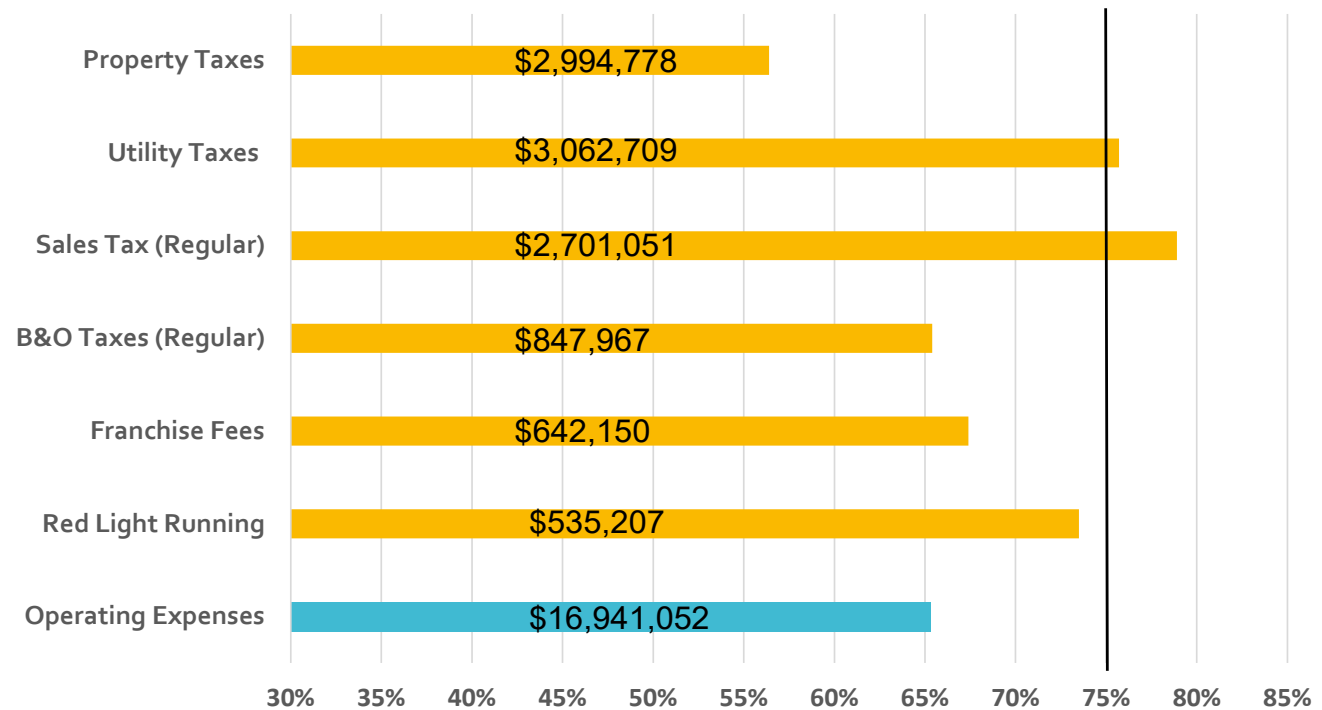
Revenue and Expenditures Actuals and Remaining Budget



General Fund

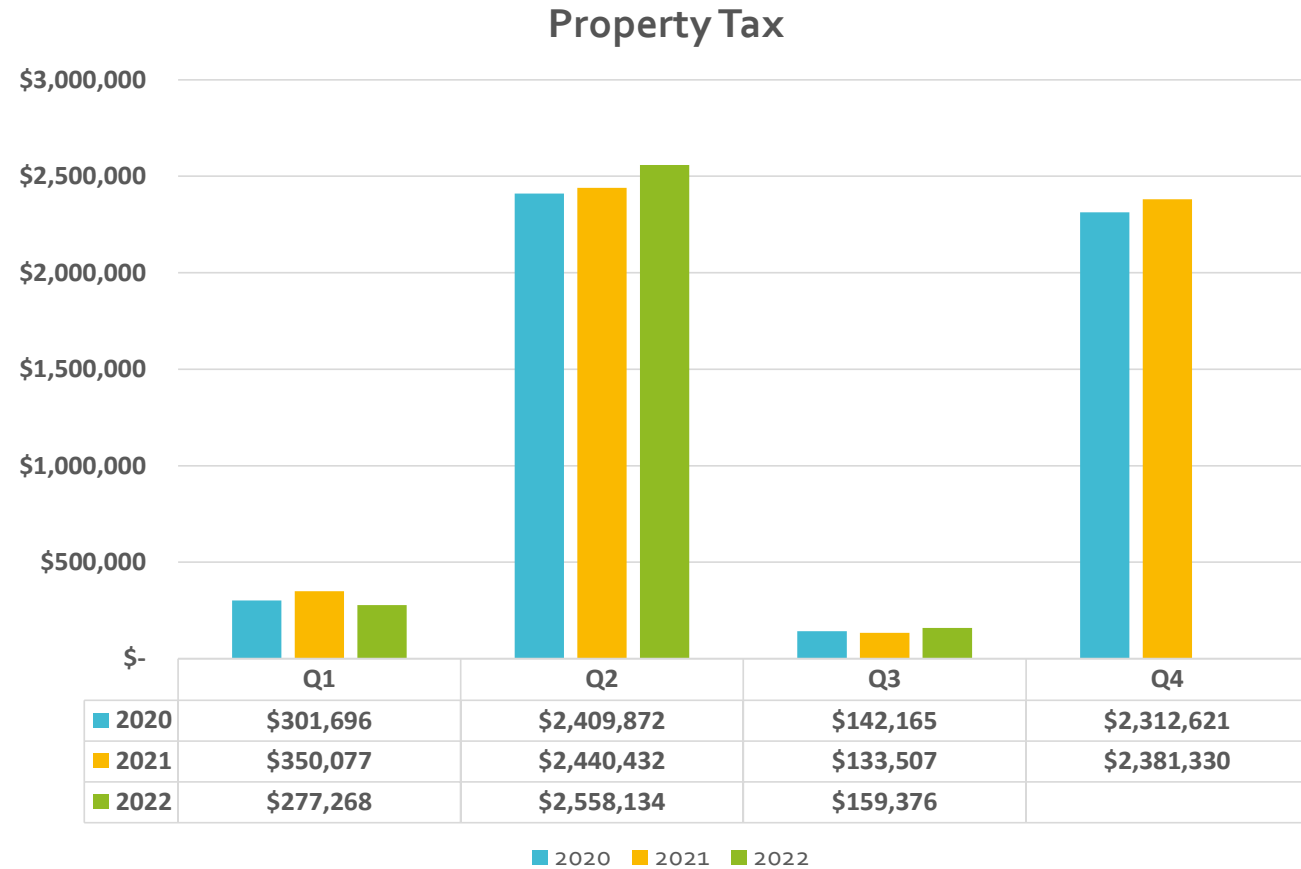
Year-to-Date
3rd Quarter 2022

Revenue and Expenditures Actuals and Remaining Budget



General Fund

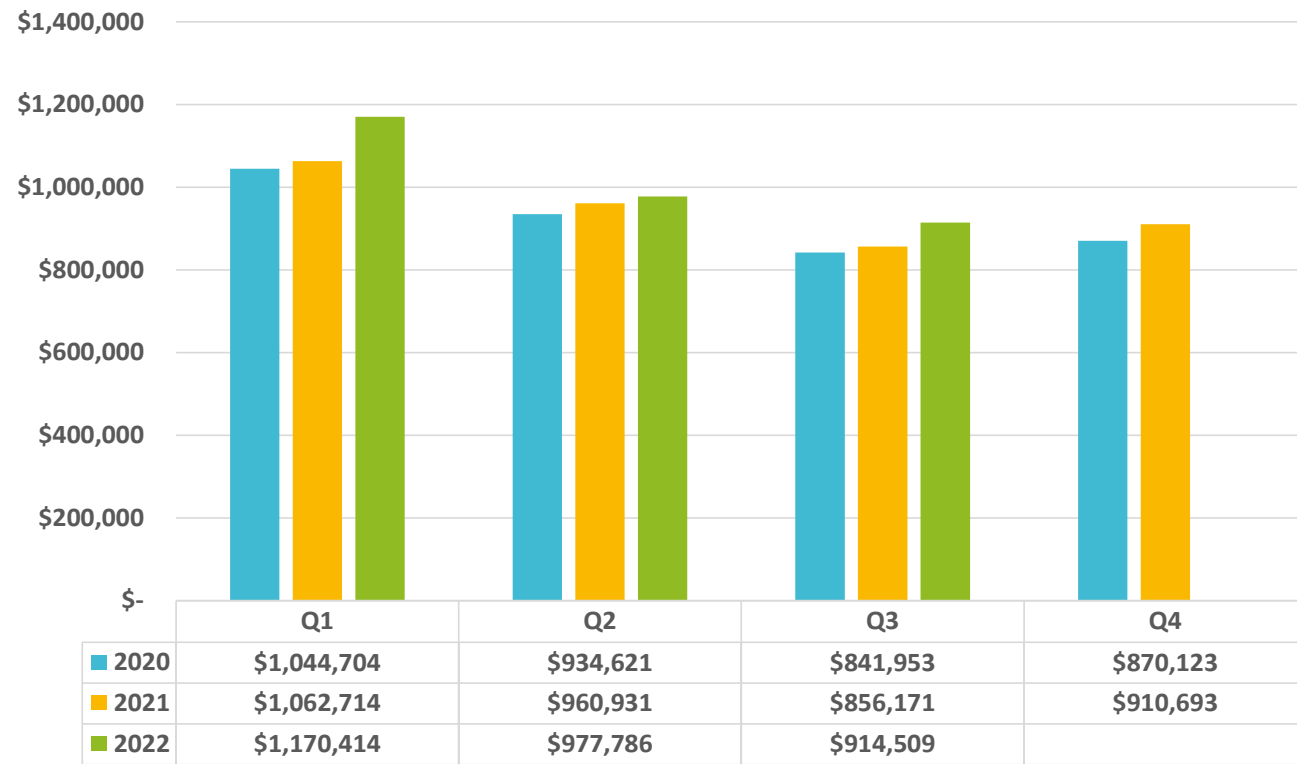
Year-to-Date
3rd Quarter 2022



General Fund

Year-to-Date
3rd Quarter 2022

Utility Taxes

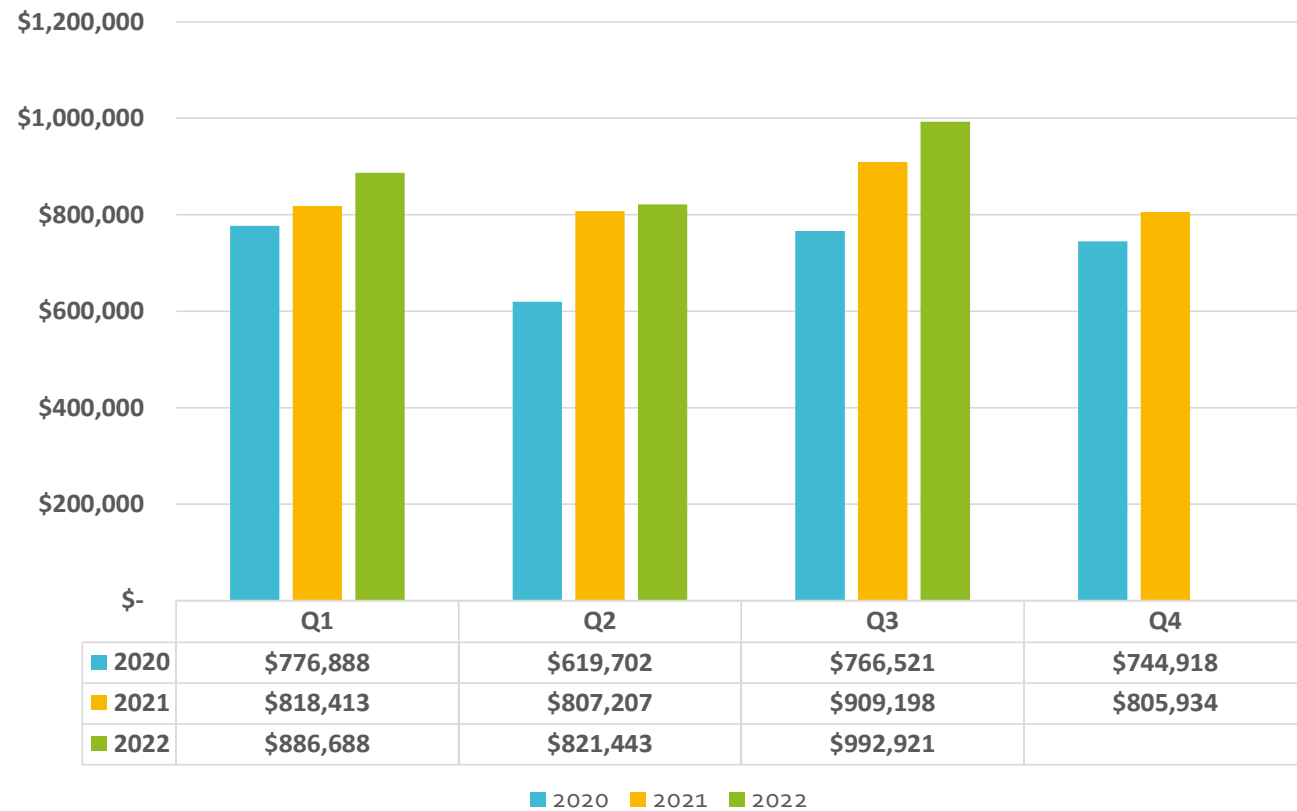


2020 2021 2022

General Fund

Year-to-Date
3rd Quarter 2022

Sales Taxes (Regular)



General Fund

Year-to-Date
3rd Quarter 2022

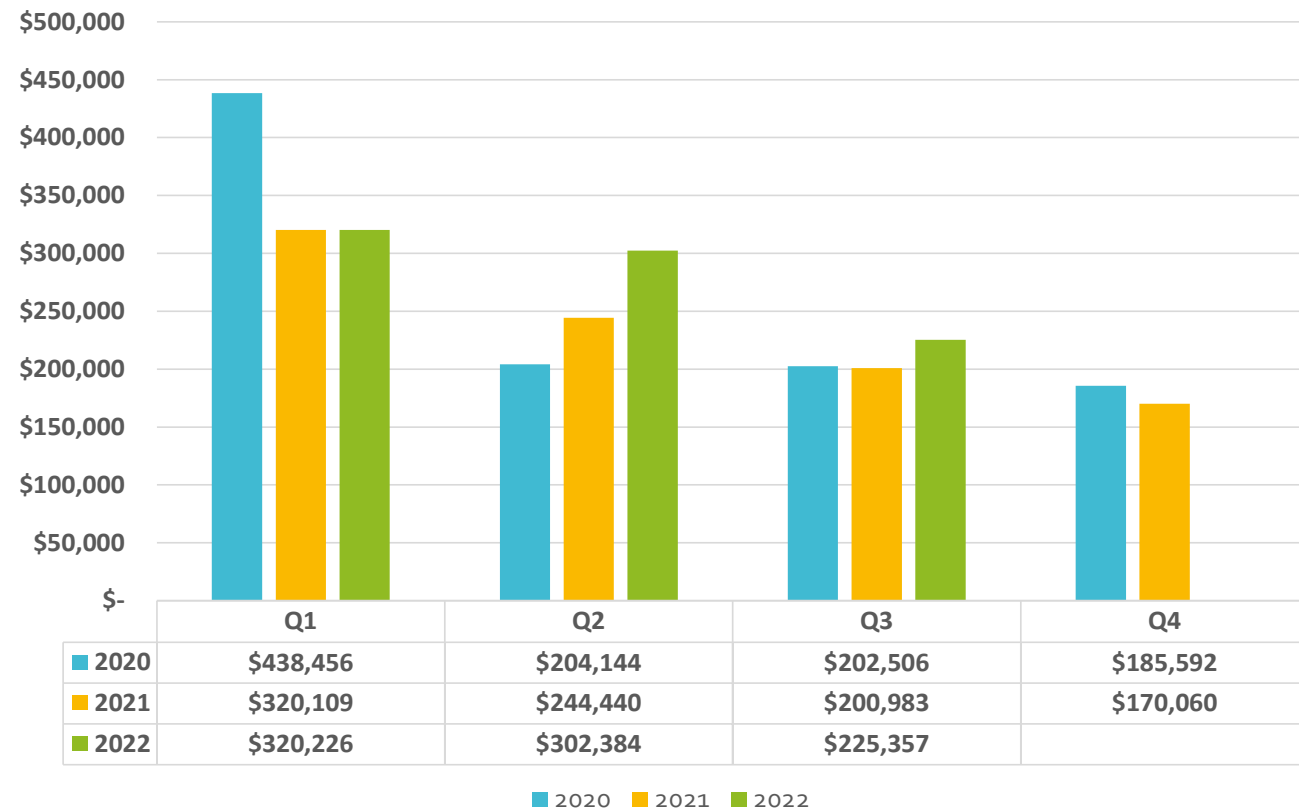
Sales Tax by Category (includes regular and one-time)

Category	2021 YTD	2022 YTD	Change (\$)	Change (%)
Retail Trade	\$855,867	\$939,715	\$83,848	9.8%
Services	\$747,239	\$847,625	\$100,387	13.4%
Construction	\$552,977	\$654,026	\$101,049	18.3%
Wholesale	\$118,397	\$151,847	\$33,450	28.3%
Miscellaneous	\$137,365	\$112,231	-\$25,134	-18.3%
Automotive	\$108,563	\$82,024	-\$26,539	-24.4%
Manufacturing	\$40,071	\$34,176	-\$5,894	-14.7%
Transportation and Warehousing	\$5,133	\$18,243	\$13,110	255.4%
TOTAL	\$2,565,612	\$2,839,887	\$274,277	10.69%

General Fund

Year-to-Date
3rd Quarter 2022

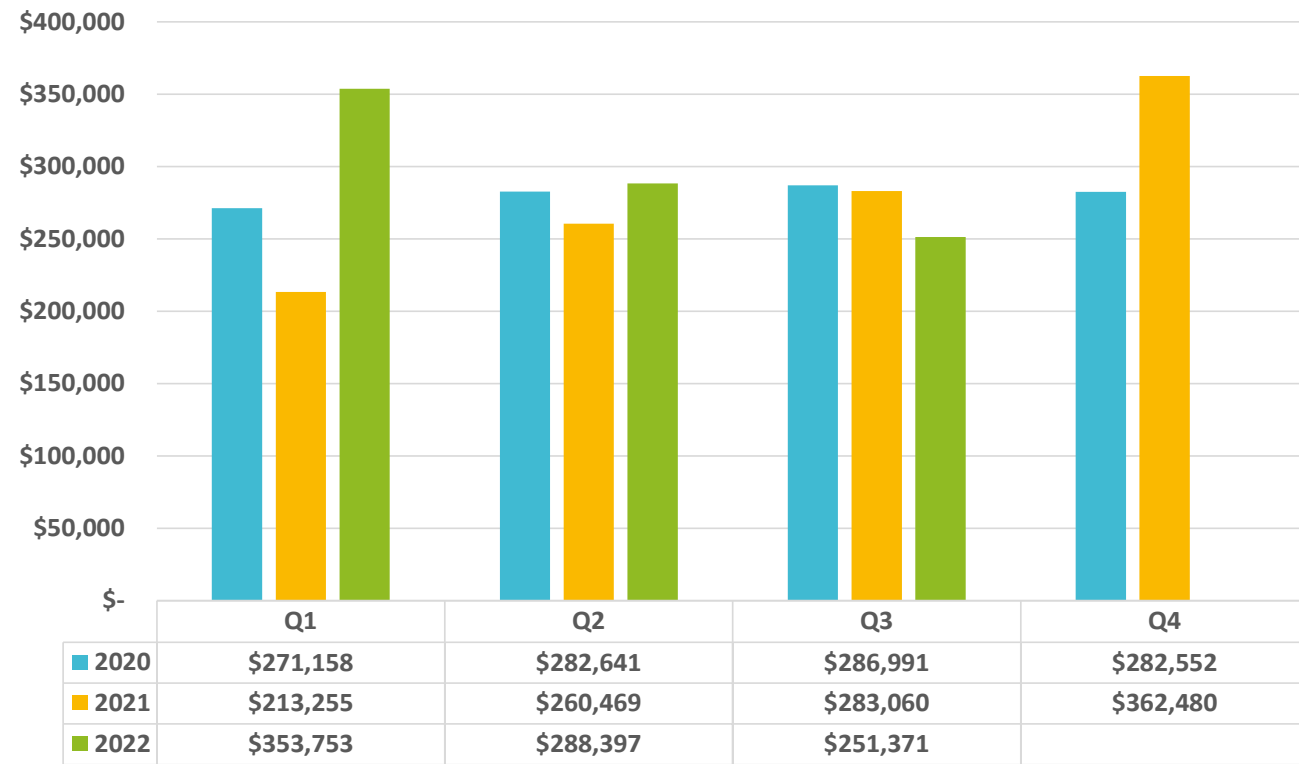
B&O Tax (Regular)



General Fund

Year-to-Date
3rd Quarter 2022

Franchise Fees

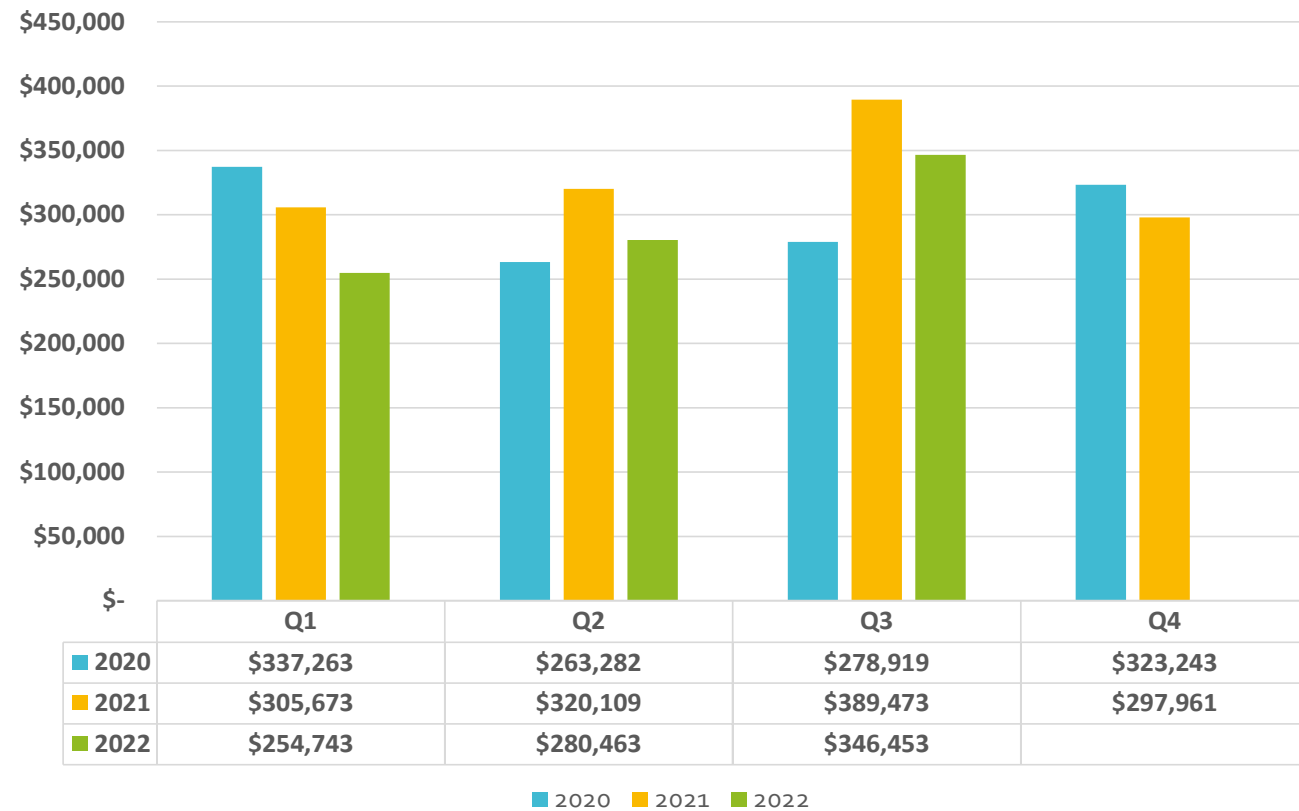


2020 2021 2022

General Fund

Year-to-Date
3rd Quarter 2022

Red Light Running



General Fund

Fund Balance

- Ending Fund Balance 12/31/2021 : \$7,163,952
 - 31.3% of recurring operating expenditures
- Ending Fund Balance 9/30/2022 : \$6,003,543
 - Decrease of \$1,113,303 from the 2nd Quarter

AMERICAN RESCUE PLAN ACT (ARPA) UPDATE COUNCIL APPROVED EXPENDITURES

Reallocation Recommendations #1
JANUARY 12, 2023

ARPA REPORTING

- In 2021, the City was awarded \$9,029,879 from the American Rescue Plan Act (ARPA).
- ARPA Funds must be obligated by December 31, 2024 and expended by December 31, 2026.
 - This presentation reports expenditures as a cumulative total as of 12/31/2022.
 - Some ARPA funds may be designated for expenditure in 2023 and later.
- Allocation of ARPA funds was approved by the City Council on September 16, 2021.
 - In September 2021, the Council approved the creation of a general ledger fund to track ARPA expenditures.
- One of the most significant aspects of federal rule making was to allow cities receiving less than \$10M to attribute all potential costs to lost revenue.
- The City submitted the first required annual report to the Federal Government in April 2022.
 - The next report is due April 30, 2023.

COVID RESPONSE - TENANT EVICTION RESOURCES

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Tenant Eviction Resources	\$250,000	\$250,000	-

- Entered into a contract with Catholic Community Services beginning in January 1, 2022.
- Serves residents with rent assistance and eviction prevention.
- As of the end of 2022, 71 households were served; preventing all households from eviction.
- Criteria for rental assistance:
 - Des Moines Resident.
 - Under 50% Area Median Income.
 - Impacted due to COVID-19.
- Rent Assistance is capped at \$5,000 per household.

COVID RESPONSE - TENANT EVICTION RESOURCES

- The Catholic Community Services intake line is available on Fridays from 10:00am-noon. The number for clients to call is (253) 850-2523.
- More information can be found on the website:
- [Emergency Assistance - Catholic Community Services and Catholic Housing Services of Western Washington \(ccsww.org\)](https://ccsww.org)

COVID REPOSE – WORKFORCE TRAINING GRANTS

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Workforce Training Grants	\$125,000	\$125,000	-

- Contract with ANEW through 2024.
- 20 Workforce Training and Pre–Apprenticeship Tuition Scholarship Grants to be awarded to members of our community.



COVID RESPONSE - EMERGENCY ASSISTANCE TAKEOUT FOR SENIORS (E.A.T.S.)

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
EATS Program	\$210,000	\$80,471	\$129,529

- Relief provided to local restaurants serving the City of Des Moines – **23 Restaurants/Food Establishments.**
- Takeout meal tickets provided to our seniors (125 each week) – **14,125 meals served.**
- The program began in May 2020 as a three-month pilot but **lasted over two years**, ending in July 2022.

City of Des Moines
E.A.T.S.
Emergency Assistance Takeout for Seniors

What is E.A.T.S.?
The City is initiating the Emergency Assistance Takeout for Seniors (EATS) program. The EATS program will provide additional meals for Seniors while also infusing \$10,000 a month into our local economy. The City will purchase \$2,500 in meals from a different local restaurant each week and provide tickets to our seniors for redeeming those meals.

You Can Order:
Red Beans and Rice
OR
Catfish Basket with Waffle Fries

This Week's Restaurant
CREOLE SOUL
One of the Best growing in Iowa in the Midwest!
22341 Marine View Drive S
Des Moines, IA 50319
PH: (515) 282-2222
Hours: Thursday, Saturday 5 PM - 11:30 PM
Sunday 11 AM - 4 PM

How To Receive Your EATS Meal
Please keep this flyer as your voucher for your meal. You will need to provide the code to the right, along with your name, to receive your free order. As a result, please keep your voucher in a safe place until you are ready to place your order. Indicate that you are making an order through the EATS Program and would like to place an order.

COVID REPOSE - UTILITY ASSISTANCE PROGRAM

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Utility Assistance	\$250,000	\$46,744	\$203,256

- Program launched in March 2022.
- Application Requirements include:
 - Residential Account in Des Moines.
 - Request is for aid with an existing Puget Sound Energy account.
- 93 households have been approved, paying out over \$46,000 in Utility Assistance thus far.

Utility Assistance Program
Now accepting applications
Provided by City of Des Moines

#1

Do you live in the City of Des Moines?

Do you have an account with Puget Sound Energy?

Is your account currently past-due?

#2

If yes...

Complete a brief application

Upload your most recent billing statement

Wait for the payment to be applied to your account.

Start Now!

Link: bit.ly/desmoines-uap

Household Income Limits Apply
Residential Customers Only
Maximum \$1,500 per Account
For more info, visit www.desmoineswa.gov

Des Moines WA
The Waterland City

COVID RESPONSE - SMALL BUSINESS GRANTS

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Small Business Grants	\$500,000	\$495,000	\$5,000

- Coordinated with a third party provider to develop a comprehensive application portal.
- Program accepted applications through June, 2022.
- Total amount paid to businesses is approximately \$450,000.
- Port of Seattle Grant - The City of Des Moines was able to utilize an economic development grant from the Port of Seattle to conduct a robust outreach effort, along with services for both translations of materials and interpretation for business owners where English is not the preferred language.



COVID RESPONSE - SMALL BUSINESS GRANTS



45

Small Businesses
Businesses Funded



\$9891

For Each Approved
Application

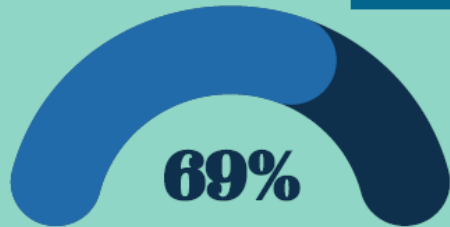


149

Number of People Employed
At Local Businesses

COVID RESPONSE - SMALL BUSINESS GRANTS

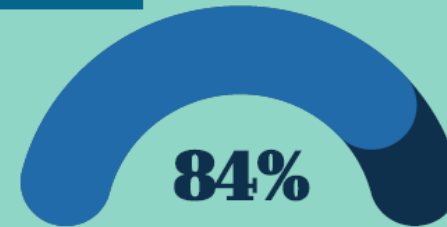
Owner/Business Background



Business with Less than
\$250k in Annual Revenue



55%
BIPOC-Owned
Businesses



Businesses With Over 3
Years in Des Moines

COVID RESPONSE - SMALL BUSINESS GRANTS

USE OF FUNDS



49%
Working Capital



11%
Inventory



13%
Building Improvements



4%
Refinance



11%
Machinery or Equipment



5%
Other Uses

COVID RESPONSE – ADDITIONAL PROGRAMS

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Emergency Transitional Housing	\$300,000	-	\$300,000
Health Care Support	\$200,000	-	\$200,000
Enhance Human Services Committee Budget	\$75,000	\$75,000	-

PUBLIC SAFETY - POLICE

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Evidence Van	\$60,000	\$37,733	\$22,267
Body Cams and Program Consultant	\$250,000	\$91,925	\$158,075
Vehicles: Police (3) and Social Worker (2)	\$335,000	\$182,917	\$152,083
New Police Officers	\$830,000	\$266,743	\$563,257
Redondo Square Substation Lease	\$63,000	\$24,741	\$38,259
Mental Health Support	\$250,000	\$69,833	\$180,167

- Evidence Van – Purchased a Ford Explorer.
- Body Cams – equipment purchased, training is underway, should be deployed by end of February.
- Police vehicles (3) and social worker vehicles (2) have been purchased.
- Hired 2 new officers effective 1/1/2022.
- Two FTE positions created for Crisis Counselors.

PUBLIC SAFETY – COURT AND SCORE

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Municipal Court Support	\$550,000	\$300,000	\$250,000
SCORE	\$250,000	\$230,671	\$19,329

- \$250,000 will be transferred to the Municipal Court in 2023.

PARKS AND SENIOR SERVICES

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Parks Program Support	\$1,000,000	\$967,000	\$33,000

- Safety enhancements for Steven J Underwood Memorial Park facilities focusing on added security by means of increased staffing.
- Regional staffing challenges persist for all sectors.

MARINA REDEVELOPMENT

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Marina Infrastructure/Soft Costs	\$1,750,000	\$144,020	\$1,605,980
Marina Redevelopment Community Presentation Materials	\$20,000	-	\$20,000

- Coordinating with consultants for multimedia materials and drone tours.

MARINA/BEACH PARK PEOPLE MOVERS

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Marina/Beach Park People Movers	\$50,000	\$42,237	\$7,763

- The City has ordered two 8-passenger electric golf cart shuttles (people movers) that operate on a long lasting lithium battery.
 - Delivery is expected in February.
- Environmental sustainability is a key feature of the Marina.



CAPITAL PROJECTS

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Field House play equipment	\$100,000	-	\$100,000
Additional traffic calming	\$100,000	-	\$100,000
ADA compliance	\$100,000	\$11,064	\$88,936
Tenant Restroom	\$400,000	-	\$400,000

Field House Play Equipment – going out to bid in the next few weeks, completion expected in 2023.

Tenant Restroom – The City is currently working through the design phase.

METRO

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Metro Shuttle	\$250,000	\$250,000	-

- Community Shuttle offering weekday and Saturday service between Angle Lake Station and Des Moines Marina District.
- Scheduled service/fixed route.
- Reservation/flexible routing within Wesley Homes service area.
- Supports emergency response and transportation alternatives.
- Supports economic development.
- Assuring multi-modal options for passenger ferry service.

EMERGENCY MANAGEMENT COMPREHENSIVE PLAN

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
Comprehensive Emergency Management Plan	\$8,000	\$8,000	-

- The City of Des Moines hired a consultant to assist the Emergency Manager to gather information from each department to build the plan.
- Washington State approved the plan in April, 2022 and the plan was approved by Council in June, 2022.

ADDITIONAL PROGRAMS

PROGRAM EXPENDITURES	APPROVED	EXPENDED	REMAINING
SR3 Donation	\$75,000	\$75,000	-
Cool Air Misters	\$15,000	-	\$15,000
Food Trucks – Limited Term	\$60,000	-	\$60,000
Budget Publishing Software	\$35,000	\$35,000	-
ARPA Administration	\$150,000	\$90,557	\$59,443
Human Resources Recruitment and Engagement Videos	\$14,400	\$14,400	-
Establish Non-Profit	\$100,000	\$35,500	\$64,500
Airport Issues Support	\$300,000	-	\$300,000

FUNDS AVAILABLE FOR REALLOCATION

PROGRAM	
E.A.T.S.	\$129,529
Utility Assistance	\$178,256
Marina/Beach Park People Movers	\$7,763
Airport Issues Support	\$200,000
ARPA Admin. Support	\$50,000
TOTAL	\$565,548

RECOMMENDATIONS

PROGRAM	REALLOCATION
Passenger Ferry Service	\$400,000
Marina Infrastructure	\$115,000
Arts Commission	\$50,000
	\$565,000

CITY OF DES MOINES
Voucher Certification Approval

January 12, 2023

Auditing Officer Certification

Voucher transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **January 12, 2023** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through December 29th, 2022 and payroll transfers through January 5, 2023 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:

Beth Anne Wroe

Beth Anne Wroe, Finance Director

		# From	# To	Amounts
Claims Vouchers:				
EFT's		7574	7740	1,524,244.95
Wires		2092	2108	1,921,764.25
Accounts Payable Checks		164521	164584	464,338.69
Voided Checks		163772	163772	(1,050.00)
Total Vouchers paid				3,909,297.89
Payroll Vouchers				
Payroll Checks	12/5/2022	19605	19610	3,461.72
Direct Deposit		3550	3710	436,165.46
Payroll Checks	12/20/2022	19611	19616	8,822.49
Direct Deposit		3711	3872	412,619.87
Payroll Checks	1/5/2023	19617	19621	6,399.23
Direct Deposit		3873	4042	413,285.52
Total Paychecks & Direct Deposits				1,280,754.29
Total checks and wires for A/P & Payroll				5,190,052.18

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Human Trafficking Awareness Day
Proclamation

ATTACHMENTS:
1. Proclamation

FOR AGENDA OF: January 12, 2023

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: January 3, 2023

CLEARANCES:

☒ City Clerk 
☐ Community Development ____
☐ Courts ____
☐ Director of Marina Redevelopment ____
☐ Emergency Management ____
☐ Finance ____
☐ Human Resources ____
☐ Legal ____
☐ Marina ____
☐ Police ____
☐ Parks, Recreation & Senior Services ____
☐ Public Works ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

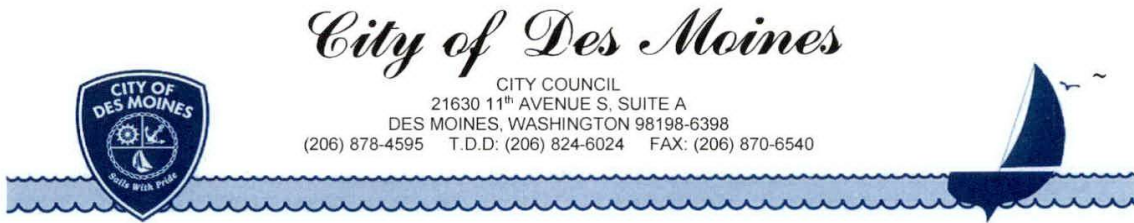
The purpose of this agenda item is to observe Human Trafficking Awareness Day, which reaffirms the City of Des Moines' zero-tolerance policy for human trafficking, and encourage all to raise awareness and work collaboratively with law enforcement agencies and community organizations to combat this terrible crime.

Suggested Motion

Motion: "I move to approve the Proclamation recognizing January 11th as Human Trafficking Awareness Day."

Background

In 2007 the U.S. Senate designated annually that January 11th would be recognized as a National Day of Human Trafficking Awareness in an effort to raise consciousness about this global, national and local issue. January 11, 2012, Washington State Senate followed, unanimously adopting Senate Resolution 8663, which honors people and organizations that fight against human trafficking and encourages Washingtonians to observe National Slavery and Human Trafficking Prevention month, as well as the National Day of Human Trafficking.



Proclamation

WHEREAS, human trafficking occurs when someone uses force, fraud or coercion to cause another person to engage in forced labor, involuntary servitude, or a commercial sex act; and

WHEREAS, human trafficking is second only to narcotics trafficking in international crime; and

WHEREAS, the International Labor Organization estimates that there are upwards of 20 million victims of modern day slavery worldwide, with children making up 27 percent of the victims; and

WHEREAS, victims of human trafficking may be young, old, male, female, US citizens, or foreign nationals; and

WHEREAS, aggressively identifying and prosecuting the buyers and sellers of trafficking victims is an effective strategy to end the commission of human trafficking; and

WHEREAS, assisting victims of human trafficking requires a coordinate community response among community groups, social services, schools, and law enforcement; and

WHEREAS, Washington State recognizes a National Day of Human Trafficking Awareness, which is designated annually as January 11th; now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS January 11th to be

HUMAN TRAFFICKING AWARENESS DAY

In the City of Des Moines, and reaffirms the City of Des Moines zero-tolerance policy for human trafficking, and encourages all to raise awareness about human trafficking and work collaboratively with law enforcement agencies and community organizations to combat this terrible crime.

SIGNED this 12th day of January, 2023

Matt Mahoney, Mayor

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Redondo Boat Launch Restroom
Facility Grant

ATTACHMENTS:

1. Draft Resolution No. 22-075

AGENDA OF: January 12th, 2023

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: December 21st, 2022

CLEARANCES:

- ☐ City Clerk _____
- ☐ Community Development _____
- ☐ Courts _____
- ☐ Director of Marina Redevelopment _____
- ☐ Emergency Management _____
- ☐ Finance _____
- ☐ Human Resources _____
- ☒ Legal /s/ TG
- ☒ Marina KB
- ☐ Police _____
- ☐ Parks, Recreation & Senior Services _____
- ☒ Public Works Richard Morris

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for the City Council to approve Draft Resolution No. 22-075 (Attachment 1) allowing City Administration to submit a Washington State Recreation and Conservation Office (RCO) Boating Facilities Grant for the Redondo Restroom Replacement Project. The following Motion will appear on the Consent Agenda.

Suggested Motion

Motion 1: "I move to approve Draft Resolution No. 22-075 authorizing City Administration to apply for financial assistance managed by the Washington State Recreation and Conservation Office."

Background

The Redondo Restroom Replacement Project (MCCIP0018) within the adopted 2023-2028 Capital Improvement Plan (CIP) is a priority project for the City. The restroom was originally built in 1980 with a concrete masonry unit (CMU) building, timber superstructure, and timber substructure & piles. Given the current location of the restroom facility situated over tidelands, maintenance of the facility has become unsustainable due to the corrosive environment and aging timber piles. The restroom is expected to be relocated across Redondo Beach Drive within the parking lot.

Discussion

The Redondo Restroom Replacement Project (MCCIP0018) within the adopted 2023-2028 CIP does not have all funds secured to complete construction of the project. Project design is currently at 60% and estimated construction costs including the restroom building and site civil improvements within the parking lot are estimated at over \$1,200,000. Staff has been working closely with RCO on various opportunities over the past few years and the Boating Facilities funding opportunity is the most likely to be successful for this type of facility and associated costs. This is the same program that funded the original construction of the fishing pier, boat launch, restroom, and parking lot.

RCO will not consider an application complete and will not award a grant without a Resolution of the City Council. While an applying organization may use their preferred formatting, the text of the Resolution is mandatory and cannot be changed from the text provided by RCO. Draft Resolution 22-075 contains the mandatory language.

Alternatives

The Council can choose not to provide authorization to apply for RCO Boating Facility funding assistance. This will limit options to potentially succeed with available grant opportunities.

Financial Impact

Although this authorization does not commit the City to any expenditures, it does allow the City to make application for RCO grants.

Recommendation

Staff recommends adoption of the motion.

Council Committee Review

3-25-2021 Municipal Facilities Committee update and facility design alternative selection.

2-18-2021 Transportation Committee update.

6-25-2020 Council consultant design authorization.

CITY ATTORNEY'S FIRST DRAFT 01/05/2023

DRAFT RESOLUTION NO. 22-075

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON.

Washington State Recreation and Conservation Office
Applicant Resolution/Authorization

Organization Name (sponsor): CITY OF DES MOINES, WASHINGTON

Resolution No.: _____

Project(s) Number(s), and Name(s):

Redondo Boat Launch Restroom Facility
City CIP Project # MCCIP0018
RCO Project # 22-1865 DEV

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following person or persons holding the specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document:	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	City Manager Michael Matthias
Project contact (day-to-day administering of the grant and communicating with the RCO)	Public Works Director Andrew Merges or designee

Resolution No. ____
Page 2 of 5

RCO Grant Agreement (Agreement)	City Manager Michael Matthias
Agreement amendments	City Manager Michael Matthias
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the property with the county.	City Manager Michael Matthias

The above persons are considered an "authorized representative(s)/agent(s)" for the purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at:

<https://rco.wa.gov/wpcontent/uploads/2019/06/SampleProjAgreement.pdf>.

We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

Resolution No. ____

Page 3 of 5

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless

Resolution No. ____
Page 4 of 5

otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only - If our organization owns the property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

13. [for Development, Renovation, Enhancement, and Restoration Projects Only - If our organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

14. [Only for Projects located in Water Resources Inventory Areas 1 - 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

ADOPTED BY the City Council of the City of Des Moines, Washington this 12th day of January 2023 and signed in authentication thereof this ____ day of _____ 2023.

Resolution No. ____
Page 5 of 5

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Joint Use Agreement Amendment

ATTACHMENTS:

1. Amendment #1
2. Interlocal Agreement

FOR AGENDA OF: January 12, 2023

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

DATE SUBMITTED: January 4, 2023

CLEARANCES:

☐ Community Development _____

☐ Marina _____

☒ Parks, Recreation & Senior Services *W. M. M. M.*

☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance *B. K. W. W.*

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council authorization to update the current Interlocal Agreement between the City of Des Moines, the Highline School District, and the cities of Normandy Park, Burien and SeaTac for the provision of shared usage of facilities for recreational programming.

Suggested Motion

Motion: "I move to approve the first amendment to the Interlocal Agreement for the provision of shared usage of facilities, and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Background:

The City of Des Moines, the Highline School District and the cities of Burien, Normandy Park and SeaTac have long partnered for shared usage of facilities for sports events and recreational

programming. An Interlocal Agreement (ILA) formalizing a shared use program became effective on January 1, 2014 and ran through December 31, 2016. At the end of the original three-year period, the Agreement automatically renews for three year terms.

The focus of this agreement is to authorize the cities and Highline School District shared use of facilities at no cost. This agreement for shared facility use allows and encourages the cities and school district to work together to utilize existing outdoor and indoor facilities and to plan, develop and build similar facilities for joint use.

During the months of August through October 2022, staffs from the cities and the Highline School District reviewed the terms of the interlocal agreement to identify any changes. The parties agreed to; 1) Delete and/or add facilities to reflect current usage and 2) update the title and names of signatories. The list of facilities covered by this amended ILA are in Exhibit A of the ILA. The amendment adds Glacier Middle School to the list of shared facilities.

Discussion:

The City's Parks, Recreation and Senior Services Department remains committed to serving community members in the area. This Joint Use Interlocal Agreement allows for continued growth within our sports programming, and best utilizes area gyms, schools, and facilities for programming.

The shared use of includes access to and shared use privileges for the purpose of community recreation programs and City-sponsored community meetings and educational programs. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, conference rooms and recreational portions of buildings, such as gymnasiums and other recreation specific rooms.

Fees may be charged for direct costs incurred by a City or HSD as a result of a particular activity, such as non-scheduled labor costs or other direct costs attributed to a specific facility, or when the facility is left unkempt or damaged. However, rental costs are waived.

Scheduling of dates for use of Cities' and HSD facilities shall be worked out in advance to avoid conflicts.

Alternatives:

Reject amended Interlocal Agreement. (Not recommended).

Financial Impact:

No financial impact, as the shared facilities are available at no cost to the City of Des Moines. We benefit tremendously from this partnership arrangement.

Recommendation:

Staff recommends approval of this Interlocal Agreement.

**FIRST AMENDMENT TO THE INTERLOCAL JOINT USE AGREEMENT BETWEEN
HIGHLINE SCHOOL DISTRICT NO. 401
AND THE
CITIES OF BURIEN, DES MOINES, NORMANDY PARK AND SEATAC**

THIS FIRST AMENDMENT to the INTERLOCAL AGREEMENT entered into by the parties is to substitute a new Exhibit A to reflect the current Highline School District facilities available to the participating Cities and current City facilities available to Highline School District.

Other than the replacement of Exhibit A, all terms and conditions of the Interlocal Joint Use Agreement remain the same and fully enforceable.

In witness thereof, the Parties have executed this First Amendment effective as of the last date set forth above:

HIGHLINE SCHOOL DISTRICT NO. 401	By: _____ Ivan Duran, Ed.D., Superintendent Date: _____	
CITY OF BURIEN	By: _____ Adolfo Bailon, City Manager By Direction of the Burien City Council in Open Public Meeting on _____, 20____ Date: _____	Approved as to Form: _____ City Attorney
CITY OF DES MOINES	By: _____ Michael Matthias, City Manager By Direction of the Des Moines City Council in Open Public Meeting on _____, 20____ Date: _____	Approved as to Form: _____ City Attorney
CITY OF NORMANDY PARK	By: _____ Amy Arrington, City Manager By Direction of the Normandy Park City Council in Open Public Meeting on _____, 20____ Date: _____	Approved as to Form: _____ City Attorney

CITY OF SEATAC	By: _____ Carl Cole, City Manager By Direction of the SeaTac City Council in Open Public Meeting on _____, 20__ Date: _____	Approved as to Form: _____ City Attorney
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Exhibit A

HSD facilities available to Cities:

Burien (Facilities available to City of Burien programs at no cost)

- Cedarhurst Elementary School and campus
- Gregory Heights Elementary School and campus
- Glacier Middle School
- Hazel Valley Elementary School and campus
- Highline High School
- Hilltop Elementary School and campus
- Seahurst Elementary School and campus
- Shorewood Elementary School and campus
- Southern Heights Elementary School and campus
- Sylvester Middle School and campus

Des Moines (Facilities available to City of Des Moines programs at no cost)

- Des Moines Elementary School and campus
- Glacier Middle School
- Marvista Elementary School and campus
- Midway Elementary School and campus
- Mt. Rainier High School and campus
- Pacific Middle School and campus
- Parkside Elementary School and campus
- North Hill Elementary School and campus
- Sylvester Middle School and campus

Normandy Park (Facilities available to City of Normandy Park programs at no cost)

- Glacier Middle School
- Marvista Elementary School and campus
- Sylvester Middle School and campus

SeaTac (Facilities available to City of SeaTac programs at no cost)

- Bow Lake Elementary School and campus
- Chinook Middle School and campus
- Glacier Middle School
- Madrona Elementary School and campus
- McMicken Elementary School and campus
- Sylvester Middle School and campus
- Tyee Educational Complex and campus

Cities' facilities available to HSD and Cities:

Burien (Facilities available to Burien schools):

- All City Parks
- Burien Community Center
- Burien City Hall Meeting Rooms
- Moshier Community Arts Center

Des Moines (Facilities available to Des Moines schools):

- All City Parks
- Beach Park Facility
- Des Moines City Hall Meeting Rooms
- Des Moines Field House
- Des Moines Activity Center

Normandy Park (Facilities available to Normandy Park schools):

- All City Parks
- Normandy Park City Hall Council Chambers

SeaTac (Facilities available to SeaTac schools):

- All City Parks (excludes Botanical Garden and Grandview Park)
- SeaTac City Hall Meeting Rooms
- SeaTac Community Center
- Valley Ridge Community Center

**INTERLOCAL JOINT USE AGREEMENT BETWEEN
HIGHLINE SCHOOL DISTRICT NO. 401
AND THE
CITIES OF BURIEN, DES MOINES, NORMANDY PARK and SEATAC**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 1st day of January, 2014 by and between the Highline School District No. 401 and the Cities of Burien, Des Moines, Normandy Park and SeaTac, which are municipal corporations under the laws of the State of Washington, and hereinafter referred to as "HSD" and "City" or "Cities" respectively.

RECITALS

WHEREAS, the Cities and HSD have agreed to coordinate and collaborate with respect to planning and implementation of policies concerning health promotion and active living for the benefit of the citizens of their respective jurisdictions; and

WHEREAS, chapter 39.34 RCW (**Interlocal Cooperation Act**) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best geographic, economic population, and other factors influencing the needs and development of local communities; and

WHEREAS, HSD is the owner of real property in the Cities, including facilities and active use areas that are suitable for community recreational purposes when not being used by HSD, and each City is the owner of real property, including facilities and active use areas that are suitable for school purposes when not being used by the Cities; and

WHEREAS, the Cities and HSD are authorized to enter into agreements with one another to maximize available opportunities by cooperating to improve the overall health of their citizens and students, to provide community recreation and student activities, and to cooperate in the betterment of the community; and

WHEREAS, the Cities and HSD desire to enter into an agreement to provide for the use of Cities' facilities by HSD, for the use of Cities' facilities by Cities, and for the use of HSD facilities by Cities, in order to promote efficient facility use and increase recreational opportunities for the communities; and

WHEREAS, an Interlocal Agreement for shared facility use would allow and encourage the Cities and HSD to work together to utilize existing outdoor and indoor facilities and to plan, develop, upgrade and build similar facilities for joint use.

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the Cities and HSD as follows:

I. HSD Use of Cities' Facilities

- A. Upon request, HSD schools may have access and shared use privileges to certain facilities located in the Cities, including the Cities' parks, recreation areas and meeting spaces attached hereto as Exhibit A, for the purpose of public primary and secondary education and associated student programs sponsored and managed by HSD, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms, classrooms and recreational portions of the buildings, such as gymnasiums or classrooms that may be used for recreational or community education programs.

The use by HSD of Cities' facilities (except for those facilities covered under separate agreements between HSD and each City), including scheduling and reservations, shall be controlled by and subject to each City's designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

II. Cities' Use of HSD Facilities

- A. Upon request, each City may have access to and shared use privileges to certain HSD facilities, attached hereto as Exhibit A, for the purpose of community recreation programs and City-sponsored community meetings and educational programs managed by the Cities, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms and recreational portions of the buildings, such as gymnasiums or other rooms that may be used for recreational or community education programs.
- C. The use by the Cities of HSD facilities (except for those facilities covered under separate agreements between HSD and each City), including scheduling and reservations, shall be controlled by and subject to HSD designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

III. Cities' Use of Cities' Facilities

- A. Upon request, each City may have access to and shared use privileges to certain other Cities' facilities, attached hereto as Exhibit A, for the purpose of community recreation programs and City-sponsored community meetings and educational programs managed by the Cities, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms, classrooms and recreational portions of the

buildings, such as gymnasiums, or classrooms that may be used for recreational or community education programs.

- C. The use by a City of other Cities' facilities (except for those facilities covered under separate agreements between each City), including scheduling and reservations, shall be controlled by and subject to the Cities' designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

IV. General Use of Facilities

- A. Use of all facilities shall be in accordance with the regular procedures of the agency owning the facility as provided for by the Laws of the State of Washington and the rules and regulations of the respective agencies, except as otherwise provided in this Agreement.
- B. Fees may be charged for direct costs incurred by a City or HSD as a result of a particular activity, such as when a given use results in non-scheduled labor costs or other direct costs are attributable to a specific use of a facility, or when in the view of the facility owner a facility was left unkempt or damaged. In this case, the Cities and HSD agree to reimburse one another for their share of expenses upon written invoice for direct costs that are a consequence of facility use. Fees for indirect costs shall not be reimbursed.
 - i. In accordance with generally accepted accounting principles, "Direct Costs" are those costs that are incurred directly as the result of a particular scheduled project, instructional or recreational activity, or any other institutional activity, or that can be directly assigned to such activities.
 - ii. "Indirect Costs" are those costs that are incurred for common or multiple objectives and therefore cannot be readily and specifically attributed to a particular sponsored project, instructional or recreational activity, or any other institutional activity such as depreciation, normal "wear and tear" of facilities, overhead or administrative expenses.
- C. Scheduling of dates for use of Cities' and HSD facilities shall be worked out in advance to avoid conflicts. Once a date is booked, the parties agree to honor the scheduled commitment. In cases of extreme unforeseen conflict requiring a reservation change, the facility owner, to the extent possible, is expected to offer access to an appropriate alternative facility. To ensure effective communication between Cities and HSD, each agency shall provide to one another a list of primary contact persons whose responsibilities are to schedule, maintain or program facilities.
- D. The Interagency Team established in Section X shall meet regularly to develop a master schedule for joint use of HSD and Cities' facilities to discuss and allocate facility use planned by the HSD, Cities, and third parties. The Interagency Team shall schedule quarterly meetings or at such other times as mutually agreed upon by the HSD and Cities. At these meetings, the HSD and Cities will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming seasonal schedule.

- E. Previously scheduled use of any facility shall supersede priority of use criteria in Article VI (Priority of Use).
- F. Parking is permitted in designated areas only. Vehicle parking on HSD playgrounds or City park or field areas is strictly prohibited and is grounds for denial of future use.
- G. Any party utilizing a facility under this agreement agrees to provide appropriate supervision of participants to monitor they remain in reserved areas and act appropriately. Repeated breach of this provision may result in denial of future use.

V. Indemnify and Hold Harmless

Each party agrees to indemnify, save and hold harmless the other parties and all their officers, agents and employees from any claims, costs, expenses or liability (including reimbursement for all legal costs and reasonable attorney's fees) for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof and shall pay all resulting judgments that may be obtained against it or its agents or employees. Further, each party has insured against its own liability herein and will promptly notify the other of any material changes in such coverage.

Any claims for liability arising out of the failure to maintain facilities or keep them in good structural repair, unless such failure is caused by the acts of the user, its agents, employees or invitee, shall be the responsibility of the owner and the indemnification by the user herein shall not include such claims.

VI. Priority Use

A. HSD facility use is prioritized in the following order:

- 1) School use, school functions, and HSD-sponsored events, including groups directly sponsored or associated with HSD, such as student groups or PTSA organizations.
- 2) Cities' recreation and community programs provided for the general public.
- 3) All other uses as determined and prioritized by HSD.

B. Cities' facility use is prioritized in the following order:

- 1) Cities' use, Cities' functions, and Cities' sponsored events, including recreational and community programs provided by the Cities for or directly benefitting Cities' residents.
- 2) Programs for the purpose of public primary and secondary education and associated

student programs sponsored and managed by HSD.

- 3) Other Cities' community recreation programs and City-sponsored community meetings and educational programs managed by such other Cities.
- 4) All other uses as determined and prioritized by each City.

VII. Termination of Agreement

This Agreement provides for a program of community recreation and educational activities using Cities and HSD facilities. It is intended to establish the general understanding of the Parties and is in addition to any other agreement between HSD and the Cities pertaining to the use of specific facilities at a particular named site belonging to HSD and the Cities. This Agreement shall remain in full force and effect in accordance with Section IX so long as HSD and the Cities shall maintain and operate facilities capable of joint or shared recreation use; provided, however, that (i) this Agreement may be amended by mutual written consent, and (ii) this Agreement may be terminated by either HSD or any of the Cities, without cause, on at least ninety (90) days' written notice to the other parties of its election to terminate.

VIII. Periodic Reviews and Revisions to Agreement

The Cities and the HSD agree to meet jointly to review this Agreement after one year and then subsequently every three years. Revisions to the Agreement are valid only with the mutual written consent of all Parties.

IX. Term

Subject to Article VII of this Agreement (Termination of Agreement), the term of this Agreement shall be from January 1, 2014 through and including December 31, 2016. At the end of this three (3) year period, the Agreement shall automatically renew for periods of three (3) years, unless any Party gives the others written notice of its intent not to renew the Agreement at least ninety (90) days before the expiration of this Agreement.

X. Interagency Team

Pursuant to RCW 39.34.030(4)(a), HSD and the Cities each hereby appoint an Agreement Administrator to the Interagency Team, which shall be responsible for administering this Agreement. The Parties hereby designate HSD's [**Chief Operations Officer**], and each City's [**Parks and Recreation Director**], to serve as their respective Agreement Administrators. This Agreement does not create a separate legal or administrative entity, and consequently is being administered in accordance with RCW 39.34.030(4).

XI. Dispute Resolution

In the event of a dispute between the parties arising under this Agreement, the Directors of

Parks and Recreation of the Cities and the Chief Operations Officer of the HSD shall meet to attempt to resolve the dispute within thirty (30) days from notice. If they are unable to resolve the dispute within forty-five (45) days from notice, the City Managers of the Cities and the Superintendent of HSD shall meet to attempt to resolve the dispute within sixty (60) days from notice. If they are unable to resolve the dispute within ninety (90) days from notice, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the King County Superior Court, with costs of arbitration borne equally. Each party will be responsible for their own attorneys' fees and costs related to said arbitration.

XII. Miscellaneous

- A. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and shall not be added to or supplemented without written amendment mutually agreed upon by the Parties.
- B. The Parties provide no, and disclaim any and all, expressed or implied warranties of any kind, including, but not limited to, the warranty of fitness for a particular purpose, in connection with or arising out of the activities under this Agreement.
- C. HSD and the Cities shall maintain records necessary to carry out the purposes of this Agreement.
- D. This Agreement and all questions concerning the capacity of the Parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by both Parties and is not to be construed in favor of either Party.
- E. Nothing herein shall be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.
- F. The Parties are independent entities and nothing in this Agreement creates any agency relationship.
- G. Any notice given by the Parties to the other under the provisions of, or with respect to, this Agreement shall be in writing, delivered in person or by certified mail to the following addresses:

Highline School District No. 401
ATTN: Superintendent
15675 Ambaum Blvd. SW
Burien, WA 98166

With a Copy to:
Highline School District No. 401
ATTN: Chief Operations Officer
15675 Ambaum Blvd. SW
Burien, WA 98166

City of Burien
ATTN: City Manager
400 SW 152nd Street, Suite 300
Burien, WA 98166

City of Des Moines
ATTN: City Manager
21630 11th Avenue South, Suite A
Des Moines, WA 98198

City of Normandy Park
ATTN: City Manager
801 SW 174th Street
Normandy Park, WA 98166

City of SeaTac
ATTN: City Manager
4800 South 188th Street
SeaTac, WA 98188-8605

or such other address(es) as each Party hereto may notify the other in writing.

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

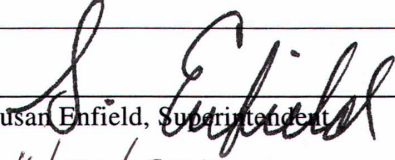
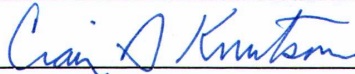
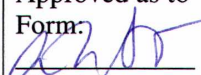
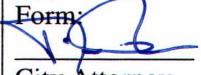
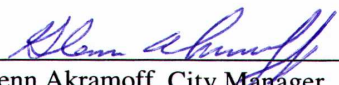
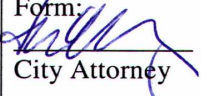
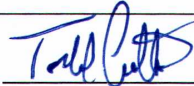
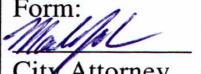
HIGHLINE SCHOOL DISTRICT NO. 401	By: <u></u> Dr. Susan Enfield, Superintendent Date: <u>11/21/2013</u>	
CITY OF BURIEN	By: <u></u> Craig Knutson, Interim City Manager By Direction of the Burien City Council in Open Public Meeting on <u>December 16</u> , 2013. Date: <u>December 18, 2013</u>	Approved as to Form: <u></u> City Attorney
CITY OF DES MOINES	By: <u></u> Anthony A. Piasecki, City Manager By Direction of the Des Moines City Council in Open Public Meeting on <u>December 5</u> , 2013. Date: <u>12/20/13</u>	Approved as to Form: <u></u> City Attorney
CITY OF NORMANDY PARK	By: <u></u> Glenn Akramoff, City Manager By Direction of the Normandy Park City Council in Open Public Meeting on <u>JANUARY 21</u> , 2013. Date: <u>1/28/14</u>	Approved as to Form: <u></u> City Attorney
CITY OF SEATAC	By: <u></u> Todd Cutts, City Manager By Direction of the SeaTac City Council in Open Public Meeting on <u>1/14</u> , 2013.4 Date: <u>1/16/14</u>	Approved as to Form: <u></u> City Attorney

EXHIBIT A

HSD facilities available to Cities:

- Burien (Facilities available to City of Burien programs at no cost)
 - Cedarhurst Elementary School and campus
 - Gregory Heights Elementary School and campus
 - Hazel Valley Elementary School and campus
 - Highline High School
 - Hilltop Elementary School and campus
 - Seahurst Elementary School and campus
 - Shorewood Elementary School and campus
 - Southern Heights Elementary School and campus
 - Sylvester Middle School and campus
- Des Moines (Facilities available to City of Des Moines programs at no cost)
 - Des Moines Elementary School and campus
 - Marvista Elementary School and campus
 - Midway Elementary School and campus
 - Mt. Rainier High School and campus
 - Pacific Middle School and campus
 - Parkside Elementary School and campus
 - North Hill Elementary School and campus
- Normandy Park (Facilities available to City of Normandy Park programs at no cost)
 - Marvista Elementary School and campus
- SeaTac (Facilities available to City of SeaTac programs at no cost)
 - Bow Lake Elementary School and campus
 - Chinook Middle School and campus
 - Madrona Elementary School and campus
 - Tyee Educational Complex and campus
 - McMicken Elementary School and campus

Cities' facilities available to HSD and Cities:

- Burien (Facilities available to Burien schools and HSD Administration at no cost):
 - All City Parks
 - Burien Community Center
 - Burien Community Center Annex
 - Dottie Harper Park House
 - Burien City Hall Meeting Rooms
 - Burien City Hall North
 - Moshier Community Arts Center
- Des Moines (Facilities available to Des Moines schools and HSD Administration at no cost):
 - All City Parks
 - Des Moines City Hall Meeting Rooms
 - Des Moines Field House
 - Des Moines Activity Center
- Normandy Park (Facilities available to Normandy Park schools and HSD Administration at no cost):
 - All City Parks
 - Normandy Park City Hall Meeting Rooms
 - Normandy Park Recreation Center
- SeaTac (Facilities available to SeaTac schools and HSD Administration at no cost):
 - All City Parks
 - SeaTac City Hall Meeting Rooms
 - SeaTac Community Center
 - Highline SeaTac Botanical Garden
 - Sunset Playfields
 - Valley Ridge Sports Park

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Des Moines Normandy Park
Interlocal Agreement for Senior Services, 2023

ATTACHMENTS:

1. Interlocal Agreement

FOR AGENDA OF: January 12, 2023

DEPT. OF ORIGIN: Parks, Recreation and Senior
Services

DATE SUBMITTED: January 4, 2023

CLEARANCES:

☐ Community Development ____

☐ Marina ____

☒ Parks, Recreation & Senior Services *W. H. H. H.*

☐ Public Works ____

CHIEF OPERATIONS OFFICER: _____

☒ Legal */s/ TG*

☒ Finance *B. H. H. H.*

☐ Courts ____

☐ Police ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council authorization to enter into an Interlocal Agreement between the City of Des Moines and the City of Normandy Park for the provision of Senior Services to Normandy Park residents for fiscal year 2023.

Suggested Motion

Motion: "I move to approve the Interlocal Agreement with the City of Normandy Park for the provision of Senior Services in fiscal year 2023 whereby Normandy Park will pay an amount equal to Normandy Park's pro-rata share of costs per year for services based on participation levels, and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Background:

The Des Moines Activity Center (DMAC) has been a fundamental space for gathering and activities in the City of Des Moines. With the space to host programs, activities, meals, and more - DMAC has provided Senior Services to the residents of Normandy Park since 1992. Normandy Park's average participation is approximately 10% of the total participation for Senior Services programming.

The proposed 2023 Interlocal Agreement defines the scope of Senior Services to be provided by Des Moines and the details for compensation for Senior Services to be rendered in the next year. City staff worked with Normandy Park staff in the prior 2021/2022 ILA to adjust contributions in light of the COVID 19 pandemic, as this has altered service delivery and participation. Safety and precaution remain of utmost importance, and continue to have an effect on how services and programs operate, and the total engagement by seniors in Des Moines and Normandy Park.

Discussion:

The City's DMAC remains committed to serving seniors in the area. DMAC served our seniors with on-going take-out lunch service and other outreach activities throughout the pandemic. 2020-2022 were unprecedented and we remain committed to our senior population. The DMAC has resumed robust in-person programming and are thrilled to see a slow incline in participation and engagement in the community. This past holiday season saw tremendous participation in special event lunches, outings and trips, and classes.

Des Moines and Normandy Park acknowledge the effects of COVID 19 and have worked to provide mutually beneficial accommodation outlined in the Interlocal Agreement.

Our typical Agreement allows Normandy Park residents access to all of the programs and services provided by Des Moines Senior Activity Center for adults fifty and older such as: classes, trips, health services, special events, legal services, health screenings, nutrition, meals on wheels, medical lending equipment, dances, scholarships for low income participants, arts and crafts, living well workshops, counseling, caregiver support, information and referral, transportation, special interest hobby groups, recreational activities, games and cards. Des Moines will provide the necessary Senior Services personnel, equipment and facilities to perform the foregoing described Senior Services in a timely manner and collect fees for programs and services where a cost is involved. Des Moines will promote Senior Services to Normandy Park residents through ongoing outreach and provide the City with current senior programs and services information for marketing purposes on a quarterly basis.

We appreciate Normandy Park's continued partnership and willingness to work together to serve our area seniors. We've added provisions into the ILA to specific working with Normandy Park staff to engage seniors in both communities by advertising and conducting specific Normandy Park excursions and transportation from Normandy Park locations. This effort will encourage seniors to be involved in senior services and programs, and will assist seniors in returning to the "new normal" after the pandemic.

Alternatives:

Reject Interlocal Agreement. (Not recommended).

Financial Impact:

Senior services staff has determined that the percentage of the senior services participants to be approximately 10%. The net budgeted cost for Des Moines senior programs and services for 2023 is \$438,404.00. Therefore, the annual cost to Normandy Park for calendar year 2023 will be \$43,840.40, paid in quarterly payments of \$10,960.

Cost for months affected by COVID-19 closure or other closures. There shall be no cost to Normandy Park for calendar months where the Des Moines Senior Center is closed for normal operation due to the COVID-19 pandemic. For months where the Des Moines Senior Center is opened at less than 100% capacity, Normandy Park shall pay quarterly payments at 25% of the cost established.

Recommendation:

Staff recommends approval of this Interlocal Agreement.

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**INTERLOCAL AGREEMENT
For
SENIOR SERVICES
Between
THE CITIES OF DES MOINES & NORMANDY PARK
2023**

In accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW), the cities of Des Moines ("Des Moines"), and Normandy Park ("Normandy Park"), each of which is a Washington Municipal Corporation, hereby enter into the following AGREEMENT:

RECITALS

WHEREAS:

- A. Des Moines and Normandy Park, through their respective City Councils, have created a relationship whereby Normandy Park contracts for senior services from Des Moines.
- B. Normandy Park and Des Moines recognize that the cost savings from shared senior services greatly outweigh the increased facility and administrative expenses in creating and maintaining separate facilities and accounting practices associated with senior services programs.
- C. The parties acknowledge the effects the worldwide COVID-19 pandemic have had and will continue to have on provision of senior services and have provided for a mutually beneficial accommodation in this Agreement for the period of time COVID-19 restrictions continue.

NOW, THEREFORE, Des Moines agrees to continue to provide and Normandy Park agrees to continue to pay for senior services for the benefit of the residents of Normandy Park who are fifty years of age and older on the following terms and conditions:

I. TERM of AGREEMENT and RENEWAL

- 1.1 **Term.** This Agreement shall be valid for a period of one (1) year, commencing on January 1, 2023 and ending on December 31, 2023.
- 1.2 **Renewal.** This Agreement may be renewed only by written agreement of the Parties.

II. DUTIES OF THE PARTIES

- 2.1 **Duties of Des Moines.** Des Moines shall perform the following duties:
 - a) Welcome Normandy Park seniors to participate in all senior services programs that are offered by the Des Moines Parks, Recreation & Senior Services Department,

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Interlocal Agreement for Senior Services

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including classes, trips, health services, special events, legal services, health screenings, nutrition, meals on wheels, medical lending equipment, dances, scholarships for low income participants, pet food assistance, arts and crafts, living well workshops, quarterly newsletters, counseling, information and referral, transportation, special interest hobby groups, recreational activities, games and cards, sports, and volunteer recruitment and management.

- b) Work with Normandy Park staff to engage seniors in both communities by advertising and conducting excursions and transportation from Normandy Park locations. This effort will encourage seniors to be involved in senior services and programs, and will assist seniors in returning to the “new normal” after the pandemic.
- c) Provide all necessary senior services personnel, equipment and facilities to perform the foregoing described senior services in a timely manner.
- d) Collect all fees for programs and services where a cost is involved.
- e) Promote senior services to Normandy Park residents through the quarterly newsletter delivered to retirement homes, assisted living centers, Normandy Park City Hall, and businesses in the City of Normandy Park.
- e) Provide Normandy Park with all current senior programs and services information for marketing purposes on a quarterly basis.

2.2 Duties of Normandy Park. Normandy Park shall perform the following duties:

- a) Provide classroom or meeting space at Normandy Park City Hall as requested by Des Moines Senior Services staff, if space is available on the date(s) requested.
- b) Include senior programs and services information in the quarterly Normandy Park “*City Scene*” as space is available.
- c) Include senior program and services information on the City of Normandy Park web page.
- d) Promote senior programs and services through resources Normandy Park utilizes to communicate with its residents regarding city programs, services, and events.
- e) Refer Normandy Park seniors to Des Moines Senior Services as needed or requested for information, resources and assistance.

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2.3 Limitation of services due to COVID-19. Normandy Park understands and agrees that the COVID-19 pandemic may require the limitation, cancellation, and/or rescheduling of services and use of facilities under this agreement. Actions taken to prevent COVID-19 shall not be a breach of Des Moines' duties under this Agreement.

III. COST OF SENIOR SERVICES & PAYMENT

- 3.1. Cost Basis.** Normandy Park shall pay Des Moines for providing senior services for each calendar year based on the following: the net budgeted cost for Des Moines senior services programs and services for the current year (i.e., projected costs for programs and services minus projected program revenues) multiplied by ten percent (10%). This amount for 2023 is \$438,404. The parties agree that based on historical trends, ten percent represents the expected percentage of seniors served by senior services staff who are Normandy Park seniors. Therefore, the annual cost to Normandy Park for calendar year 2023 will be \$43,840.40, paid in quarterly payments of \$10,960.
- 3.2 Quarterly Reporting and Payment to Des Moines.** For the term of this Agreement, Des Moines shall provide to Normandy Park a quarterly invoice in the amount to be calculated according to Section 3.1 of this Agreement. Payment will be due 30 days from the date of invoice and made payable to the City of Des Moines. In addition, Des Moines will provide to Normandy Park a report listing Normandy Park attendance for the quarter at the senior activity center.

IV. MISCELLANEOUS PROVISIONS

- 4.1 Effective Date.** This Agreement shall be effective upon ratification of the respective governing bodies and execution by the Parties.
- 4.2 Amendment.** This Agreement may be amended only upon consent of the Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.
- 4.3 Waiver.** The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.
- 4.4 Severability.** If any provision of this Agreement shall be held invalid, the remainder of this agreement shall not be affected thereby.

Interlocal Agreement for Senior Services

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- 4.5 Entire Agreement.** This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 4.6 Counterparts.** This Agreement shall be effective whether signed by the Parties on the same document.
- 4.7 Notices.** Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

CITY OF DES MOINES

CITY OF NORMANDY PARK

By _____
Michael Matthias, City Manager
By direction of the City Council
Taken _____

By _____
Amy Arrington, City Manager
By direction of the City Council
Taken _____

Approved as to Form:

Approved as to Form:

Tim George, City Attorney

City Attorney

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Redondo Boat Ramp Boarding Floats
Contract

FOR AGENDA OF: January 12, 2023

DEPT. OF ORIGIN: Marina

ATTACHMENTS:

1. Contract Documents

DATE SUBMITTED: January 5, 2023

CLEARANCES:

- ☐ City Clerk _____
- ☐ Community Development _____
- ☐ Courts _____
- ☒ Director of Marina Redevelopment _____
- ☐ Emergency Management _____
- ☒ Finance Bradley White
- ☐ Human Resources _____
- ☒ Legal /s/ TG
- ☒ Marina KB
- ☐ Police _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to request the Councils approval of a contract with Blue Water System, Ltd. from Delta, B.C. for building and supplying the new boarding floats for the Redondo Boat Ramp. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move that the Council approve the contract with Blue Water Systems, Ltd. for building and supplying new boarding floats for the Redondo Boat Ramp for the sum of \$385,179 and also approve a contingency for the project of \$38,520 for a total spending authorization of \$423,699, and authorize the City Manager to sign the contract, substantially in the form as attached."

Background

The Marina staff began the planning and permitting for replacing the south float string at the Redondo Boat Ramp in 2019. The staff applied for and received a grant from the State's Boating Facilities Fund in 2019 that will fund about 50% of the project cost. The rest of the funding will come from the City's CIP fund. After long delays due to the pandemic and permitting, the project went out for bids the first time in July of 2022 with the bids due back on August 25. Reid Middleton Engineers, the consulting firm that designed the new floats, provided a cost estimate for the project of \$349,000. At the bid opening the City received two bids. One of the bids was significantly more than the Engineers estimate and the consultant considered that bid non-responsive. The other bidder did not include all of the necessary documents and the City Attorney determined was a "material omission" that disqualified them. The staff asked for and received the Councils approval to reject both bids.

Discussion

The project was posted again in October with the bids due back on November 28, 2022. Again, the City received two bids for the project, both from firms that did not bid on the project the first time. One of the firms bid was Blue Water Systems, Ltd. from Delta, B.C. submitted a bid of \$385,179, which is within the expected cost range for the floats. The other bid was about \$100,000 higher. The staff checked the provided references that Blue Water Systems Provided and is confident that they can build the floats as designed.

Alternatives

The only other alternative would be to not replace the south float string and operate the ramp with just the north float string as King County did for many years before the City annexed Redondo. The downside to the "don't replace" alternative is that the ramp is exposed to wind and waves out of the southwest for most of the year. Prior to 2003 when the south float string was installed there were times when the southwest wind made the ramp difficult and at times, dangerous to use. The south float string provides some protection from the wind and waves and makes the area between the floats calmer and much safer to use. In the staff's opinion, the south float string is a necessity.

Financial Impact

The CIP budget for this project is \$527,000 funded by REET2, ARPA funds and a RCO grant of \$211,000.

To date \$48,000 has been spent on permitting, design and engineering and project management leaving \$479,000 to complete the project. The staff is confident that the project can be completed within the remaining budget.

Recommendation

The staff recommends that the Council accept Blue Water Systems bid and authorize the City Manager to sign the contract with them to build the floats.

Concurrence

The Legal Department and the Finance Director concur with this recommendation.

PUBLIC WORKS CONTRACT
Between City of Des Moines and
BLUE WATER SYSTEMS, LTD.

THIS CONTRACT is made and entered into this 13th day of January, 2023, by and between the **City of Des Moines**, a Washington municipal corporation (hereinafter the "City"), and **Blue Water Systems, LTD.**, organized under the laws of the Province of British Columbia, Canada, located and doing business at 9925 River Road, Delta, BC V4G 1B4 (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in the plan set titled, City of Des Moines, Redondo Boat Ramp South Float Procurement, produced, stamped and signed by Reid Middleton Engineers, dated June 21, 2022, attached hereto and incorporated herein by reference.

Description of Work: Contractor to build new float units as shown in the attached plan set. There are six (6) 5 ft. X 18 ft. and three (3) 5 ft. X 24 ft. float units that, when connected together, make up the 5 ft. X 180 ft. boarding float system on the south side of the launching ramp. The individual float units are to be constructed as shown and described in the plans and specifications attached as part of this contract. The completed float units are to be delivered to the City of Des Moines Marina at the address shown below.

a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City. The Contractor shall perform any changes in the work authorized by the City in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I by **June 30, 2023**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed **THREE HUNDRED EIGHTY-FIVE THOUSAND, ONE HUNDRED SEVENTY-NINE DOLLARS, (\$385,179.00)**, including any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form

acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.

- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Planning, Building and Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. Liquidated Damages. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$344.00** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

VII. RESERVED.

VIII. RESERVED

IX. RESERVED

X. RESERVED

XI. Workers' Compensation. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

XIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Contract that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

XIV. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XV. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is

completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XVII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Contract.

XVIII. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

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

D. Acceptability of Insurers

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

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing insurance of the Contractor before commencement of the work.

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

E. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. Failure to Maintain Insurance

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

XIX. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XX. Bond. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish a performance and payment bond to the City in the full amount of the bid with a surety company as surety, ensuring that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bond shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bond is supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

XXI. Debarment. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XXII. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. **Applicable Law and Jurisdiction.** This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XVII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

G. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

J. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, then the order of precedence shall be in accordance with Section I c of this Contract.

K. **Severability.** If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONTRACTOR:

By: Amir M. Farhadian
(signature)
Print Name: Medhi Amini
Its Director
(Title)
DATE: _____



CITY OF DES MOINES:

By: _____
(signature)
Print Name: Michael Matthias
Its City Manager
(Title)
DATE: _____

Approved as to Form:

City Attorney

DATE: _____

NOTICES TO BE SENT TO:

CONTRACTOR:

Amir Farhadian
Blue Water Systems, LTD.
9925 River Road
Delta, BC V4G 1B4

604-583-9999 Ext (104) (telephone)
amir@bluewatersystems.ca (E-mail)

NOTICES TO BE SENT TO:

CITY OF DES MOINES:

Scott Wilkins, Harbormaster
City of Des Moines Marina
22307 Dock Avenue South
Des Moines, WA 98198
206-824-5700 (telephone)
swilkins@desmoineswa.gov (E-mail)

6.1 - p2

Bidders Instructions and Proposal Form for:

**REDONDO BOAT RAMP SOUTH FLOAT
REPLACEMENT PROJECT**

November 8, 2022

rovided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Seal

CITY OF DES MOINES MARINA

21630 11TH AVE. SOUTH

DES MOINES, WA 98198

Redondo Boat Ramp South Float Replacement Project

INSTRUCTIONS FOR BIDDERS

- 1. PREPARATION OF PROPOSALS.** All proposals shall be submitted on the form provided. All spaces in the bid form shall be appropriately and legibly filled in with ink.
- 2. SUBMITTING PROPOSALS.** Each proposal shall be submitted in a sealed envelope bearing on the outside the name and address of the bidder and addressed to the owner. It shall be the sole responsibility of the Bidder to see that their bid is received by the proper time. Any bid received after the scheduled time for opening bids will be returned to the Bidder unopened. The decision as to whether or not bids that have been delayed in the mails will be opened and considered shall rest with the owner.
- 3. WITHDRAWAL OF PROPOSAL.** Any Bidder may withdraw their bid, either in person or by written or e-mailed request at any time prior to the scheduled time for receipt of bids.
- 4. SIGNATURES OF BIDDERS.** Each bidder shall sign the proposal, using their usual signature and giving their full business address.

provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Seal

5. INTERPRETATION OF CONTRACT DOCUMENTS. Bidders that are in doubt as to the meaning of any part of the plans and specifications or other documents, or finds discrepancies in, or omissions from the plans and specifications or other documents may submit to the owner a written or e-mailed request for an interpretation or correction thereof. Any interpretation of correction of the plans and specifications or other documents will be made by an addendum issued by the owner and posted on www.bxwa.com and e-mailed to each bidder.

6. ACCEPTANCE OF PROPOSAL. The Owner reserves the right of rejecting all bids and not making an award. The award of the contract, if made by the owner, will be to the qualified bidder submitting the lowest and best bid. The Owner reserves the right to determine whether a Bidder is qualified to perform the work and what bid is the lowest and best and whether it is in the best interest of the City to accept the bid.

7. CONTRACT. The standard form public works contract used by the City is posted with the project documents on www.bxwa.com. The successful bidder, (as Vendor), will be required to execute a contract with the City, substantially in the form as posted. The standard form contract should be examined by the bidder.

8. TAXES. All Washington State Sales tax and all other government taxes, assessments and charges shall be included in the Bidders proposal as required by Washington State Department of Revenue Rule 171 and WAC 458-20-171, and its related rules. The Vendor shall make payments directly to the State for all applicable

Washington State sales taxes and all other governmental taxes, assessments and charges.

9. This project is a public works project subject to the State of Washington's requirements for prevailing wages. The bidder must also supply a bid bond, (submitted with their bid), and will be required to supply a performance bond for the project if they are awarded the contract.

PROPOSAL

Redondo Boat Ramp South Float Replacement Project

This Document is a proposal. It is subject to revision by agreement of the parties following the award of the contract and prior to execution of the final agreement.

To: Honorable Mayor and City Council
City of Des Moines
21630 11th Avenue South
Des Moines, WA 98198

The undersigned Bidder hereby certifies that they have read and thoroughly understand the plans, specifications and other Contract Documents pertaining to this project and that they are fully aware of the construction processes and the costs involved, and proposes to perform all the work necessary for building and delivering the new floats for the following stated price:

LUMP SUM BID

Three hundred eighty five thousand and hundred Dollars \$ 385,179.00
(Amount in words) Seventy nine dollars only (USD)
Name of Bidder: Blue water systems LTD.
WA State License Number 0-030-31-465 Date: 11/28/2022
Bidders Signature: *Amir Mehedi* confirmation number
Title: Director
Address: 9925 River Road Delta BC, Canada
Telephone No. 6045839999-104 (Cell) 6042193394
E-Mail mehedi@bluewatersystems.ca
Date of Bid Nov/29/2022

The undersigned Bidder certifies that, within the last three year period immediately preceding the bid solicitation date for this Project, the Bidder was not a "willfull" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidders Signature: Amel Melodi Date: Nov. 22, 2022

Addenda

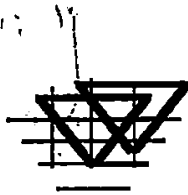
Receipt is hereby acknowledged for the following Addenda:

Addendum No.	Date Received	Signature
1	July 12 / 2022	Amel Melodi
2	July 12 / 2022	Amel Melodi
3	Aug 18 / 2022	Amel Melodi
4	Aug 18 / 2022	Amel Melodi
1	1	1



Schedule of Values

ITEM NO.	DESCRIPTION	UNITS	COST	WSST (10.1%)	TOTAL
1	9 HINGE CONNECTORS	EA	6,332.63	0.00	56,993.75
1a	30 CROSS BRACES W/BACKING PLATES	EA	2,360.78	0.00	70,823.46
1b	BACKING PLATES, CORNER BRACKETS, BOLTS & CONNECTORS	LUMP SUM	23,837.98	0.00	23,837.98
2	6 - 5 FT x 18 FT FLOAT SECTIONS & 3 - 5 FT x 24 FT FLOAT SECTIONS	LUMP SUM	231,318.00	0.00	231,318.00
3	DELIVERY TO MARINA	LUMP SUM	6,000.00	0.00	6,000.00
					388,972.97



BLUE WATER SYSTEMS LTD.

9925 River Road
Delta B.C
CANADA
V4G 1B4

Phone: +1 (604) 583-9999
Fax: +1 (604) 583-9998
www.bws-marine.com

Blue Water Systems Concrete Float Project History – *Since 1998*

Company Description, purpose and history of successful projects

Blue Water Systems was founded by Lane Rud in 1989 and has over 32 years' experience of design, engineering, fabrication and installation of marine structures. Projects include ramps, bridges, marina floats, boathouses, industrial floating platforms, barges and reservoir installed throughout Canada, USA (WA, OR, CA, AK, NV), and (China (Hong Kong

Located in Delta, BC on the Fraser River we have the capability to directly launch and deliver our marine structures by water transport. Our equipment comprises of one tugboat, work boat, crew boats, work skiffs, two steel barges, four cranes, vibratory hammer, forklifts, compressors, welders and a full steel and aluminum machine shop. Our current crew compliment, including office support staff, numbers twelve and we have had as many as 65 depending on the work load.

Single Source Supplier: Our success has to be credited to the fact that Blue Water does not sub-contract work to others. We design, fabricate and install what we build all with our own crew and our own equipment. The only out of house services we employ is structural engineering.

The other key to our success is that we are not a single product supplier but rather we are experienced and proficient in the design, engineering, fabrication and installation of floating structures built of concrete, steel, aluminum, and wood. We employ the best materials for the application to insure your complete satisfaction, now and in the future

Quality Control: Blue Water Systems is committed to quality and since 2010 been implementing an organized and traceable Quality Control Plan



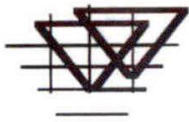
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V4G 1B4

Phone: +1 (604) 583-9999
Fax: +1 (604) 583-9998
www.bws-marine.com

Project Name & Location:	Client:	Description:
Victoria International Marina Victoria Project Value: \$10 Million	CHMC Victoria, BC Tel: 7784320477	Design, fabricate and install concrete floats, Pile Driving, Drilling, Fixed Platform ramps and installation Engineer: EQ- Tec \$ Rezvan Eng Completed: August 2018





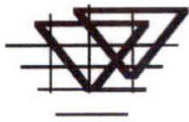
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CANADA
V4G 1B4

Phone: +1 (604) 583-9999
Fax: +1 (604) 583-9998
www.bws-marine.com

Project Name & Location:	Client:	Description:
Esquimalt Small Floats Victoria Project Value: \$13 Million	Defense Construction Victoria, BC Tel: 7784320477	Design, fabricate and install concrete floats, Pile Driving, Drilling, Fixed Platform ramps and installation Engineer: Tetra Tech Completed: August 2018





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CANADA
V4G 1B4

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www.bws-marine.com

Project Name & Location:	Client:	Description:
PWGSC Attenuator Victoria Project Value: \$4 Million	Defense Construction Victoria, BC Tel: 7784320477	Design, fabricate and install concrete floating Breakwater, Pile Driving, Drilling, Fixed Platform ramps and installation Engineer: EQ-Tech Completed: 2016





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www.bws-marine.com

Project Name & Location:	Client:	Description:
YVR Float Plane Dock Richmond, BC Project Value: \$5 Million	Vancouver International Airport Richmond, BC	Design, fabricate and install concrete floating Breakwater, Pile Driving, Drilling, Fixed Platform ramps and installation Engineer: Advisian Completed: 2019-Present





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CANADA
V4G 1B4

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Fax: +1 (604) 583-9998
www.bws-marine.com

Project Name & Location:	Client:	Description:
Aquatic Centre Vancouver, BC Project Value: \$1.5 Million	City Of Vancouver Airport Richmond, BC	Design, Aluminum structure fabricate and install, Pile Driving, Drilling, Fixed Platform ramps and installation Engineer: Rezvan Eng Completed: 2019-Present



Date and Time: June 24, 2021 04:23 PM Pacific Time



BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

Annual Report BC COMPANY

FORM 6
BUSINESS CORPORATIONS ACT
Section 51

Filed Date and Time: June 24, 2021 04:02 PM Pacific Time

ANNUAL REPORT DETAILS

NAME OF COMPANY

BLUE WATER SYSTEMS LTD.
#212 - 7313 - 120 STREET
DELTA BC V4C 6P5
CANADA

INCORPORATION NUMBER

BC0341440

DATE OF RECOGNITION

February 29, 1988

DATE OF ANNUAL REPORT

(ANNIVERSARY DATE OF RECOGNITION IN BC)
February 28, 2021

OFFICER INFORMATION AS AT February 28, 2021

Last Name, First Name, Middle Name:

AMINI, MEDHI

Office(s) Held: (Secretary)

Mailing Address:

1209 PACIFIC DRIVE
TSAWWASSEN BC V4M 2K2
CANADA

Delivery Address:

#212 - 7313 - 120TH STREET
DELTA BC V4C 6P4
CANADA

Last Name, First Name, Middle Name:

RUD, WALTER LANE

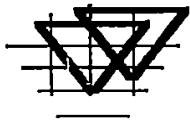
Office(s) Held: (President)

Mailing Address:

4528 ARTHUR DRIVE
DELTA BC V4K 2X2
CANADA

Delivery Address:

#212 - 7313 - 120TH STREET
DELTA BC V4C 6P5
CANADA



BLUE WATER SYSTEMS LTD.

9925 River Road
Delta B.C
Canada
V4G 1B4

Phone: +1 (604) 583-9999
Fax: +1 (604) 583-9998
www.bws-marine.com

Blue Water Systems, Ltd – Project References

Floats/Docks/Marinas

	Contractor:	Description:
Old Thomsen Harbor	Dawson Construction	35,000 sq ft timber marina
City & Borough of Sitka	Bellingham, WA	with 230 boat slips
Sitka, AK	Don Lindsay	with gangways - see below
Ray Majeskie	360-756-1000	Engineer: PN&D Juneau
907-747-3439		Completed: 2007

Project Name & Location:	Contractor:	Description:
Harris Harbor	Trucano Construction	38,400 sq ft timber marina
City & Borough of Juneau	Juneau, Alaska	with 175 boat slips
Juneau, AK	907-586-2444	with gangways - see below
Louis McCall	Dave Vollenweider	Engineer: PN&D Juneau
907-586-0292		Completed: 2006

Project Name & Location:	Contractor:	Description:
Marion Hobbs	Marion Hobbs Construction	20' x 100' Steel Float
Auke Bay – End of Road	Juneau, Alaska	80' Gangways
Alaska	907-723-9800	Installed 2006
907-789-5856		Engineer: Blue Water System

Project Name & Location:	Contractor:	Description:
Aurora Harbor	Dawson Construction	3 each gangway landing
City & Borough of Juneau	Bellingham, WA	floats with gangways
Juneau, AK	Don Lindsay	
Louis McCall	360-756-1000	Completed: 2005
907-586-0292		Engineer: PN&D Juneau

Gangways

Project Name & Location:	Contractor:	Description:
Old Thomsen Harbor	Dawson Construction	1 each 6' x 80' covered
City & Borough of Sitka	Bellingham, WA	gangway
Alaska	360-756-1000	Installed winter 2007
907-747-3439	Don Lindsay	Engineer: PN&D Juneau

BID BOND

Atlantic Specialty Insurance Company
917090112-22-007

CONTRACTOR:

(Name, legal status and address)

Blue Water Systems Ltd.

9925 River Rd

Delta, BC, V4G 1B4

OWNER:

(Name, legal status and address)

City of Des Moines

21630 11th Ave South

Des Moines, WA 98198

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company

One State Street Plaza, Floor 31

New York, NY 10004

BOND AMOUNT: FIVE PERCENT (5%) OF BID

PROJECT:

(Name, location or address, and Project number, if any)

Redondo Boat Ramp South Float Replacement Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

1



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Paul Hollingworth, Greg Forsythe, Theresa Hedberg, Chelsea Fish, Irene LeBlanc, Kari Morton, Megan Quinlan, Theresa Newton, Sandra Dey, Cam Forbes, Ron Fraser, Branislav Ivica, Niki Jalali, Brian Logan, Cheryl Morginn, Peter Panufnik, Scott Peberdy, Trent Percy, Betty Shellnutt, Hafis Ligali, Sheila San Diego, Kimberly Basaraba**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

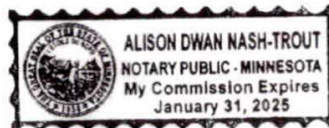
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of November, 2022.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Signed and sealed this 28th day of November, 2022.

Blue Water Systems Ltd.

Amini Melki
(Principal)



(Seal)

[Signature]
(Witness)

(Title)

Atlantic Specialty Insurance Company

[Signature]
(Surety) **Kari Morton**

(Seal)

[Signature]
(Witness)

Attorney-in-Fact
(Title)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

2

CITY OF DES MOINES MARINA
REDONDO RAMP SOUTH FLOAT REPLACEMENT PROJECT

ADDENDUM NO. 1

ADDENDUM NO. 1

July 29, 2002

PROJECT: Redondo Ramp South Float Replacement Project

This Addendum forms a part of the Contract Documents and modifies the original Bidding Requirements dated July 28, 2002 as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal Form. Failure to do so may subject the Bidder to disqualification.

TECHNICAL SPECIFICATIONS:

The City of Des Moines Marina will provide the six (6) pile hoops and backing plates called for on sheet no. S1.4 of the plans. To prevent any construction delays, the Marina staff will coordinate delivery of the pile hoops with the contractor. The hoops will be fabricated to the dimensions shown on the drawings posted as:

Addendum No. 1 – Pile Hoops – Pg. 3

Addendum No. 1 – Pile Hoops – Pg. 4

Sheet notes – Sheet No. S1.4

The City will be responsible for complying with Sheet Notes No.'s 1 and 2.

The Contractor will be responsible for complying with Sheet Notes No.'s 3, 4 and 5.

DRAWINGS:

The pile hoop sections and details on Sheet S1.4 and labeled:

1/S1.1 – Detail – Removable Pile Hoop

2/S1.4 – Detail – UHMW PE Rub Blocking

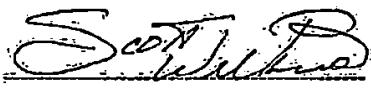
A/S1.4 – Detail – Removable Pile Hoop

are to be deleted and replaced with the drawings labeled:

Addendum No. 1 – Pile Hoops – Pg. 2

Addendum No. 1 – Pile Hoops – Pg. 3

Prepared by



Scott Wilkins, Harbormaster
City of Des Moines Marina

Date: July 28, 2002

END OF ADDENDUM

Addendum No. 1
Page 1 of 3

ADDENDUM NO. 2.

July 29, 2002

PROJECT: Redondo Ramp South Float Replacement Project

This Addendum forms a part of the Contract Documents and modifies the original Bidding Requirements dated July 28, 2022 as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal Form. Failure to do so may subject the Bidder to disqualification.

TECHNICAL SPECIFICATIONS:

This addendum makes the following changes to the Material Schedules on Plan Sheets S1.1 and S1.2:

Plan Sheet S1.1 – Change to Material Schedule

Change Item # 17 from: 1/2" x 27" BOLT OR THREADED ROD WITH:
(2) MALLEABLE WASHERS AND NUTS
FOR BOTTOM SPANNER ATTACHMENT

To: 1/2" x 8" STAINLESS STEEL LAG SCREW WITH
STAINLESS STEEL CUT WASHER, COUNTERBORE
BOTTOM SPANNER TO RECESS LAG SCREW HEAD
FLUSH WITH BOTTOM OF SPANNER.

Plan Sheet S1.2 – Change to Material Schedule

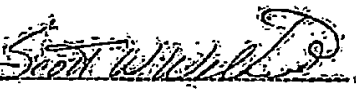
From: 1/2" x 27" BOLT OR THREADED ROD WITH:
(2) MALLEABLE WASHERS AND NUTS
FOR BOTTOM SPANNER ATTACHMENT

To: 1/2" x 8" STAINLESS STEEL LAG SCREW WITH:
STAINLESS STEEL CUT WASHER, COUNTERBORE
BOTTOM SPANNER TO RECESS LAG SCREW HEAD
FLUSH WITH BOTTOM OF SPANNER.

DRAWINGS:

The PLAN and SECTION drawings on Plan Sheets S1.1 and S1.2 show that the side beams are thru-bored vertically to accommodate 27 in. bolt. This will no longer be required. The bottom of the side beams can be pre-bored to accept the 1/2" x 8" stainless steel lag bolts that attach the bottom spanners to the side beams.

Prepared by:


Scott Wilkins, Harbormaster
City of Des Moines Marina

Date: July 28, 2022

END OF ADDENDUM

Addendum No. 2

Page 1 of 1

rovided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale

ADDENDUM NO. 3

August 8, 2022

PROJECT: Redondo Ramp South Float Replacement Project

This Addendum forms a part of the Contract Documents and modifies the original Bidding Requirements dated July 28, 2022 as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal Form. Failure to do so may subject the Bidder to disqualification.

TECHNICAL SPECIFICATIONS:

The City of Des Moines Marina will provide the hinge pins that connect the hinge halves. The pins are not needed until the floats are installed so there will be no delays to the construction timeline due to this addendum. The contractor will still be responsible for inspecting all the hinges to make sure the halves will mate together properly.

The pipe segments of the Float Hinge Assemblies are to be fabricated using 3 in. SCH 40 STD Pipe.

The Marina can provide the contractor with a Hinge Assembly to use as a pattern if needed.

DRAWINGS:

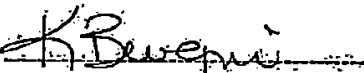
Plan Sheet S1.5

Drawing No. 1 – Plan Sheet S1.5 – FLOAT TO FLOAT HINGE ASSEMBLY – Delete reference to “316SS HINGE PIN” and reference to Detail 3 – Plan Sheet S1.5.

Detail 3 – Plan Sheet S1.5 – DETAIL – PIPE HINGE CONNECTION is deleted along with Notes 1, 2 and 3.

Detail 4 – Plan Sheet S1.5 – DETAIL – PIPE HINGE BUSHING is deleted.

Prepared by



Katy Bevegni, Assistant Harbormaster
City of Des Moines Marina

Date: August 8, 2022

END OF ADDENDUM

Addendum No. 3

Page 1 of 1

provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scale

REDONDO RAMP SOUTH FLOAT REPLACEMENT PROJECT

ADDENDUM NO. 4

August 18, 2022

PROJECT: Redondo Ramp South Float Replacement Project

This Addendum forms a part of the Contract Documents and modifies the original Bidding Requirements dated July 28, 2022 as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal Form. Failure to do so may subject the Bidder to disqualification.

TECHNICAL SPECIFICATIONS:

Sheet S1.1 - Material Schedule - Item No. 4.

Delete - "5'-0" x 17'-0" FIBERGRATE SS16015 GRATING WITH E140 CLIPS - DARK GRAY"

Insert New Specification - "5'-0" x 17'-0" x 1" THK FIBERGRATE ECOGRATE 62 MOLDED GRATING WITH E-1 CLIP ASSEMBLIES - DARK GREY"

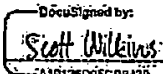
Sheet S1.2 - Material Schedule - Item No. 4.

Delete - "5'-0" x 17'-0" FIBERGRATE SS16015 GRATING WITH E140 CLIPS - DARK GRAY"

Insert New Specification - "5'-0" x 17'-0" x 1" THK FIBERGRATE ECOGRATE 62 MOLDED GRATING WITH E-1 CLIP ASSEMBLIES - DARK GREY"

DRAWINGS:

NO CHANGES TO DRAWINGS

Prepared by: 
A19126005CD8439
Scott Wilkins, Harbor Master
City of Des Moines Marina

Date: August 18, 2022

END OF ADDENDUM

**Addendum No. 4
Page 1 of 1**



STATE OF WASHINGTON
BUSINESS LICENSING SERVICE

Thank you for filing online

Our processing time generally takes up to 10 business days. Some endorsements may take more time for state or city approval. You will receive your business license with approved endorsements in the mail. An updated business license will be mailed to you when additional endorsements are approved.

Confirmation Number: 0-030-031-465

Filing Date and Time: 11/28/2022 11:22:59 AM

Payment Method: Credit Card ending in 4261

There is a 2.5% credit card convenience fee charged by a third party vendor.

Business Entity Information

Entity Type: Corporation

Name of Entity: BLUE WATER SYSTEMS LTD

UBI: Not Issued

To get your UBI number, search our website after 10 business days at
licenselookup.wa.gov

Business Location Information

Firm Name: BLUE WATER SYSTEMS LTD

Phone Number: (604) 780-3644

Fax Number: None

Location Address: 9925 RIVER ROAD DELTA BC V4G 1B4 CANADA

Mailing Address: 9925 RIVER ROAD DELTA BC V4G 1B4 CANADA

Trade Names Added

BLUE WATER SYSTEMS

Governing Person

AMINI MEHDI

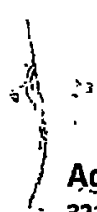
Endorsement(s) Applied For	Begin	End	Count	Fee
Tax Registration	11/28/2022		1	\$0.00
Blaine General Business - Non-Resident	11/28/2022	11/30/2023	1	\$75.00
Bellingham General Business	11/28/2022		1	\$40.00
				\$115.00

Fee Type	Begin	End	Count	Fee
BLS Processing Fee	11/28/2022		1	\$90.00
Trade Name Registration	11/28/2022		1	\$5.00
				\$95.00

Third Party Credit Card Fee \$5.25

Grand Total: \$215.25

bdL0004



Adam Dwinnell(Site Supervisor and Safety Officer)

321 – 6th Ave, Ladysmith, BC, Canada

(250) 924-4323 (Home)

(778) 713-2584

Professional Summary

I am an organized and motivated marine superintendent with strong leadership skills. I am highly experienced through years of logistical training in the marine environment, with the ability to manage large scale heavy industrial technical marine projects, while also keeping in mind the broader goal of safety management systems. I have commendations for exceeding safety standards during each year as superintendent with SMS training. Complete oversight of operations, including overseeing all maintenance, technical issues and quality control of all crane and lifting devices, piling support equipment, barges, and drilling equipment. Previous to this position, I was employed as a project manager/field operation's manager, both in Northern BC and the BC Coast for drilling and pile driving companies that specialized in oil & gas and heavy industrial construction.

Education/Certifications

- All necessary safety certifications, including:
 - Registered Driller with the National Ground Water Association
 - Second Line Blow Out Prevention
 - OSSA
 - H2S
 - Level 1 First Aid
 - Ground Disturbance Level 2
 - E.R.P.T. Emergency Response Training
 - Marine Safety Work Procedures
 - Blueprint Reading
 - Construction Estimating
 - Construction Site Safety for Supervisors
- Drilling Technician – Mud Management Level 3
- B.M.D. Business Management Development – Camosun College
- Valid Class 5 With Air drivers licence (clean abstract)
- Graduated 2001 from John Barsby High School, Nanaimo, BC
- Mobile Crane Operator (lattice boom friction crane); Enrolled ITA Apprentice Operator
- Rigging Lifting, Theory and Practical
- Incident and Accident Investigation
- Level 2 Red Seal Mechanical Technician
- Safety and Operators Certification (provided upon request)

Professional Experience

2016 – Current *Construction Superintendent – Barge Master*

Blue Water Systems

Delta, BC

Delivering design built, turn key operations for coastal marine projects. Specializing in heavy industrial civil works for marine works, including federal Department of National Defence contracts, city/township contracts, and Oil & Gas Sector. NDA special works projects, providing lead certified builds utilizing advanced equipment and specialized staff trained for the marine construction industry. Blue water provides complete project necessary permits including environmental protection plans by working closely with the Department of Oceans and Fisheries, building permits etc. Offering a fully certified fabrication and welding department for both heavy industrial and custom build applications.

2011 – 2016 *Field Operations Manager – Drilling Superintendent*

Fenix Energy Solutions

Burnaby, BC

Fenix Energy uses heating and cooling systems to create utility grade infrastructure to develop Thermal Energy Assets that deliver industry leading technology to property owners and developers for increasing energy requirements and reduction of carbon footprint to support the growth of sustainable cities across North America. Deep well geothermal drilling utilizing design built (SHREAD) accredited drilling equipment. This was a first ever application in the world and the drilling division was tasked with extremely complex, never before seen application in which we were very successful in completing. The completed projects are available upon request.

2010 – 2011 *Project Manager – Superintendent*

JD Piling & Anchor

Fort St John, BC

Delivering large scale and fast response pile driving and foundation drilling operations for major Oil & Gas construction projects in Northern BC and Alberta. Complete construction and safety management oversight.

2008 – 2010 *Foreman and Lead Hand Pile Driver*

Gadd Marine

Nanaimo, BC

Worked as the lead pile driver and head foreman in both marine and land based pile drilling projects. Worked directly with management to ensure the safety and production goals were achieved.

2005 – 2008 *Owner – Operator, Drilling Technician*

Alliance Drilling
Tumbler Ridge, BC

Consultant services for core recovery in the Oil & Gas sector, high production large diameter Coal Coring for major Oil & Gas – Coal Mining Companies, high production water wells, deep P string coring, NQ core recovery and Advanced Fishing Services.

2003 – 2005 *Derrick Hand/Apprentice Tool Push*

Poncho Well Servicing
Zama City, BC

Working Western Canadian Sedimentary Basin, providing service in oil and gas exploration, workovers, well maintenance and abandonments across BC, Alberta, Saskatchewan and Manitoba.

2002 – 2004 *Drilling Rig Repair & Fabrication*

Provincial PowerTrain
New Sarepta, Alberta

Heavy duty equipment shop, specializing in fast pace turnarounds, 24hrs a day, 7 days a week. Multiple different projects, including marauder repairs to winch rebuilds, complete powertrain replacements and general oil field support.

Areas Worked

- Various Western Canadian locations
- British Columbia, including on the coast
- Alberta
- Saskatchewan
- Ontario

Drilling Experience

- 18+ years drilling experience (mud and air rotary)
- 12 years Field Operations Supervisor; all aspects of running a multi-rig drilling company in a marine or exploration mining environment
- Experienced in working in a marine environment
- Extensive knowledge of Safe Work Procedures
- Hundreds of successful projects completed over the years with every type of equipment imaginable

References

Available upon request. With prior approval, I would feel confident with you calling any former employer.
Letters of reference can be also made available.

DAVID FRANKS

(604) 968-8481 + ballparkpic@shaw.ca + LinkedIn Profile

SENIOR MANAGER

Crew Leadership • Construction Project Management • Safety Excellence

— Senior professional with a strong record of success in delivering projects on-time and on-budget —

Articulate, versatile, and highly collaborative construction/project professional and general contractor with over 25 years of related experience in all facets of construction, design, and project management. Skilled leader, communicator, negotiator, and trainer with a proven ability to deliver inspirational leadership to multidisciplinary teams in the supervision and timely delivery of residential and commercial construction projects valued at up to \$25M. Proven expert in building collaborative relationships with engineers, designers, and trades to facilitate completion of projects with considerations to both form and function. Proficient in computer aided drafting in multiple programs. Ability to read architectural plans, design plans, 3-dimensional plans, and mechanical plans. Dual Canadian & US citizen.

SELECTED SKILLS & ACHIEVEMENTS

AREAS OF EXPERTISE

Full-Cycle Project Leadership
Construction Project Management
Safety Management
Revenue & Profitability Growth
Structural Custom Concrete
P&L Management
Training & Mentoring
Contract Negotiations
Cultivating Stakeholder Relationships
QA & QC Management
Process Improvement
Project Estimating

- ❑ Instrumental in transforming the operational and financial performance of the structural steel division for Canada Scaffold by improving revenues, increasing market share, and reducing costs.
- ❑ As Senior Construction Manager at Nu-Westech Engineering Ltd., oversaw commercial and industrial projects ranging from \$150K to \$5M. Ensured projects completed on-time, on-budget, and on-scope.
- ❑ Successfully completed 180+ projects ranging from \$150K to \$2M as Deficiencies Completion Manager, Site Supervisor, and Project Manager with Peregrine General Contracting.
- ❑ Demonstrated ability to improve operational efficiency and financial performance through strong project leadership, system & process improvements, and effective stakeholder relations management.

EMPLOYMENT EXPERIENCE

BLUE WATER SYSTEMS LTD., Vancouver, BC (September 2020 to present)

Blue Water Systems Ltd. provides quality commercial, industrial, and residential marine structures. We provide clients big and small with design, fabrication and installation of their dream dock, pier, marina or break water.

Senior Manager

- **Operations Management:** Recruited to oversee all operational aspects. Accountable for a varied role spanning project management, sales, business development, client liaison, project billing, and estimating.
- **Project Management:** Delivery of strong skills in estimating and preplanning, through to contract negotiations, ordering, fabrication, installation, inspection, certification, and close-out for projects with a completed value of up to \$25M

CANADA SCAFFOLD SUPPLY CO. LTD., Vancouver, BC (April 2017 to June 2020)

Canada Scaffold is BC's leading scaffold and structural steel manufacturer & supplier servicing clients in industrial, commercial, and residential construction sectors. The company provides a variety of services, including scaffolding, structural steel, construction fencing, safety equipment, swing stage, shoring, CSS connectors, and bleachers.

Structural Steel Division Manager

- **Operations Management:** Recruited by members of the senior management team to oversee all operational aspects of the Structural Steel division within the company. Accountable for a varied role spanning project management, sales, business development, client liaison, and project billing and estimating.
- **Exceptional Performance:** Inherited a division in a loss-making situation, and succeeded in transforming the operational and financial performance of the division to ensure profitability while growing market share and increasing average project scope by as much as 1000%.
- **People & Culture:** Tasked with delivering inspirational leadership to a cross-functional team of 35 people in the management and execution of day-to-day operational activities for the division. Succeeded in building a lean, effective, and high-performance team dedicated to delivering exceptional client service.
- **Project Management:** Deliver strong, decisive leadership to all stakeholders across the full project lifecycle from estimating and preplanning, through to contract negotiations, ordering steel, fabrication, installation, inspection, certification, and close-out for projects with a completed value of up to \$12M.
- **Process & Procedure Improvement:** Identified the need to modernize internal processes and procedures to improve efficiency and productivity. Instrumental in introducing a cloud-based project tracking software; set-up digital document tracking methodologies; and helped create QA/QC manuals for ISO9001 certification.

SNAPSHOT:

Successfully oversaw a diverse array of project activities to ensure on-time, on-budget, and on-scope project completion.

PEREGRINE GENERAL CONTRACTING, Vancouver, BC (September 2010 to April 2017)

Peregrine are based in Vancouver, BC employing over 30 skilled craftsmen. The company specialize in construction projects of varying complexity including additions, restaurant makeovers, and total-house remodels.

Deficiencies Completion Manager, Site Supervisor, Project Manager

- **Leadership:** Demonstrated ability to act as Deficiencies Completion Manager, Site Supervisor, and Project Manager on a variety of residential and commercial projects, often running concurrently. Played a key role in ensuring project profitability while skillfully managing a raft of relationships with stakeholders, clients, and sub-trades.
- **Site Supervisor & Project Manager:** Oversaw projects from inception to completion. Directly involved in assigning resources, establishing pricing, scheduling activities, and handling client interactions.
- **Deficiencies Completion Manager:** Tasked with securing the release of the final 10% of money owed by the client by orchestrating the swift resolution of any deficiencies noted.
- **Stakeholder Management:** Oversaw activities of electrical/painting/plumbing contractors, engineers, and architects to bring project to close in alignment with project scope and quality standards.

ADDITIONAL WORK EXPERIENCE

Senior Construction Manager - Nu-Westech Engineering Ltd. (August 2007 to September 2009)

Oversaw activities for commercial and industrial projects ranging from \$150K to \$5M.

Project Manager and Main Contractor - Self-employed, Dba Dave Franks (September 2005 to January 2008)

Led up to 25 employees responsible for commercial and residential projects ranging from \$15k to \$800k.

Site Supervisor - DEMCA Industries (November 2002 to October 2005)

Responsible for residential and commercial projects ranging from \$1M to \$25M.

Concrete Foreman and Site Safety Officer - Intertech Construction. Fifth Avenue Cinemas. (Nov 1996 to July 1997)
Concrete Forming Foreman - Intertech / Bosa / Ledcor / Neway / Hall (January 1994 to November 1996)

EDUCATION & TRAINING.

Construction Management Degree Program - BCIT (Expected: 2021)
Project Management & CAD Refresher Course - BCIT
St.Johns Ambulance Vancouver - Level 2 Industrial First Aid (10 years)
Heavy Equipment Operator, Forklift & Elevated Lift Certified

Mehdi Amini – Blue Water Systems, Ltd – Co-Owner

Responsibilities for this project:

Design and Fabrication - Mehdi will be in charge of the estimating, design, engineer coordination and fabrication.

Professional Resume

2000-Present Director & Co-Owner, Blue Water Systems Ltd, Delta, BC

- Design and engineering review
- Coordinator of fabrication and production
- Project estimator
- Financial Operation Manager

1997-2000 Director, Aqua-Marine Construction, Delta, BC

- Design and engineering review
- Coordinator of fabrication and production
- Project estimator

1991-1997 Supervisor, Blue Water Systems Ltd, Delta, BC

- Design and engineering review
- Coordinator of fabrication and production
- Project estimator

1987-1990 Director, Sarab Taveh Trout Farm, Ltd. - Iran

- Developed trout farming inland
- Productivity was 100 tons/year
- Sales was over \$800,000/year

Amir.H.Farhadian

amir@bluewatersystems.ca / 6047803644

SKILLS

- Project Management
- Construction Management
- Civil Designer
- Building Construction Processes
- Contract negotiations
- Project Scheduling
- Value Engineering
- Planning & Organizing
- Projects Plan and negotiations
- Cost Estimation
- Budgeting
- Project Negotiations
- Structure's University lecturer
- Project Management's University Lecturer
- Published four Civil Engineering&Structural Engineering :
 - 1-Structural Analysis for Master Students
 - 2-Building Material for Civil eng
 - 3-Supervision of Civil eng
 - 4-Calculation and design of civil eng

EDUCATION

Diploma and Certificates:

B.Sc. in Civil Engineering
M.sc in Urban Development
Ph.D. in Sustainability-Geo
Environmental Protection
MBA(Master Of Business Administration)
DBA(Doctor Of Business Administration)

COMPUTER SKILLS

- MS Office
- Google Workspace
- Adobe Acrobat Pro
- Autodesk
- AutoCAD
- Etabs
- Sap90
- MS Project
- Plan Swift

OBJECTIVE

Ambitious and results-oriented individual with over 21 years of experience in constructionmanagement,Civil engineering&Structure design ,Industrial ,Residential,Commercial and marine construction. Experienced in team management,estimation, budgeting,design, negotiations and solving routine and complex problems during design and construction. Familiar with developing policies, job scheduling, coordination, engineering, cost Estimation's commissioning, and close-out processes.

WORK HISTORY

Senior Project Manager (Design&Build)

Blue Water Systems LTD. • 06/2019-Present BC,Canada

- Concrete Float, Concrete Break Water, Aluminum Float, Pile Driving, Pile Drilling, Aluminum Bridges and Gangway (Design, Fabrication, and Installation) for Vancouver International Airport Float Plane Dock Project, WCMRC Response Base Planning (Beecher Bay) Project
- Geotechnics, Coastal Engineering (Review & Management)
- Dredging and working offshore and shore management Site Management
- Team Lead and Senior Project Manager for of Engineering Department, fabrication, Installation
- Project Planning and time schedule and meet the schedule Safety and HSE management
- Cost estimation and Project Budgeting
- Writing the Invoice and follow up Coordination with all the team Meeting Management
- Meeting, Negotiations, Change Orders, Design Clarifications
- Cooperate with P.Eng and Consultants Engineers
- Construction Lead
- WBS(Work Break Down), Cash Flow

Construction Project Manager

Baron Projects • 06/2018-06/2019(Bc,Canada)

- Multi-Unit Construction in eastern Vancouver
- Structural Design Review for construction
- organize, direct, control, and evaluate construction projects from start to finish according to schedule, specifications, and budget
- Create schedules for the construction crew and ensure all projects are fully staffed
- Create and manage the budgets for each project, including supplies, materials, and labor
- Oversee subcontractors and vendors ensure quality standards are met
- Attend sites to inspect construction quality to meet with Site Supervisors, Project Managers, Owners, and Architects and assure QC/QA
- Report project performance and provide decision support directly to the executive team Assist Project Manager in project start-up

Structural Designer in Training

Zervan Engineering. • 01/2018-06/2018(Bc,Canada)

- Loading&Boyuoncy Design
- Precast Concrete Design

Construction Manager

Rhyton Koomeh.12/2012-12/2017(Iran)

- Projects Name: 1-Golden Garden Luxury Tower(Tehran), 2-Tammadon Shopping and commercial Center
- 3-Violet Garden Project(The First Seismic Design Project in Iran)
- Seismic Design Lead with Robinson Company for LRB, and Holmes Consultant and Amirkabir University of Tehran
- Seismic Design
- Approx. Value: 62000000 CAD(Sixty two Million CAD)
- Role: GC/CM (Head Of CM) + Construction Site Manager
- Building Type: 19 Floor (Concrete) +10 Floor Complex(Steel Structure)

Language Skills

- English
- Persian
- Russian(Limited Profficiency)

University Lecturer

I.A.U Central Tehran Branch and multiple universities • 02/2004 – 02/2016(Iran)

- Teaching in the lessons as below:

- 1-Project Management
- 2-Static
- 3-Reinforced Concrete
- 4-Building Cost Estimation
- 5-Building Material
- 6-Environmental Engineering
- 7-Concrete Technology
- 8-Structural Anlysis

Project Manager

Nosazan Tehran(Tehran Muncipality). • 08/2010– 11/2012(Iran)

- Project Name: Ghadir multi-tower complex
- Approx.Value:97000000 CAD(Ninety-seven CAD)
- Role: Project Manager
- Review the Structural, Mechanical, Electrical Design
- Building Type: High Rise and Medium Rise (49 Tower include 21 Floor Concrete and 10 Floor Steel structure
- Work with the client from the start of each project to ensure you understand the project scope and vision
- Oversee the beginning of each turn-key project, including details like permit submission and design evaluations
- Create the schedule for each project and match talent to the job
- Process change orders
- Collaborate with the architect and construction crew to ensure feasibility of each project
- Conduct meetings on-site with architect, client and construction crew
- Negotiate with vendors, suppliers and subcontractors
- Prepare and submit project estimates to clients

Project Staff&Project Manager

Bam Bastar Co & Goodwill Engineering of Japan • 09/2000-07/2010(Iran)

- Construction Manager at National Iranian Oil Pipeline and Telecommunication Company, and we have some BTS and infrastructure of Mobile telecommunication in southern Tehran, we had construction for telecommunication for its cabling, foundation, Tower pole, and mast installation.
- Coordinate internal resources and third parties/vendors for the flawless execution of projects
- Ensure that all projects are delivered on time, within the scope, and within budget
- Assist in the definition of project scope and objectives
- Ensure resource availability and allocation
- Develop a detailed project plan to monitor and track progress
- Manage changes to the project scope, project schedule and project costs using appropriate verification techniques
- Measure project performance using appropriate tools and techniques
- Report and escalate to management as needed
- Perform risk management to minimize project risks
- Establish and maintain relationships with third parties/vendors
- Delegate project tasks based on junior staff members' individual strengths, skill sets and
- Project Manager at Tehran Oil Refining Company for Oil SWAP Project

Mahsa Mamaghani Ghazi Jahani

Mamaghani.mahsa@yahoo.com/ +989125339332

SKILLS

- Sustainable Management
- Construction Sustainable Design
- Team Management
- Building Construction Processes
- Contract negotiations
- Project Scheduling
- Value Engineering
- Planning & Organizing
- Team Building
- Controlling Waste Management
- Renewable Energy
- Design's Software
- Projects Plan and negotiations
- Cost Estimation
- Budgeting

EDUCATION

: Diploma and Certificates

B.Sc. in Architecture-2010

M.sc in Architecture-2012

Ph.D. in Sustainable

: Architecture-2014, *Ph.D. Thesis Title*

Sustainable Oriented Architectural
Design - Effects on Embodied-Energy
Optimization of Building

COMPUTER SKILLS

- MS Office
- Google Workspace
- Adobe Acrobat Pro
- Autodesk
- AutoCAD
- Revit
- 3D-Max
- MS Project
- Sketch-up
- ArchiCAD
- Monkey management

OBJECTIVE

Ambitious and results-oriented individual with over 12 years of experience in construction management, architectural design, sustainable energy management and construction administration. Experienced in team management, budgeting, negotiations and solving routine and complex problems during design and construction. Familiar with developing policies, job scheduling, coordination, engineering, cost Estimation's commissioning, and close-out processes.

WORK HISTORY

Environmental Consultant and Project Manager

Bam Bastar Co. • 07/2020-Present

- Consulting and design for renewable energy for the project
- Assisted the company's Team with conducting multiple high-level budget exercises for the Architectural and environmental building services of projects, automatic Parking slots project
- In charge of process improvement in areas such as environmental data analysis, as well as site temporary environmental and sustainable design
- Conducted Quality Assurance/Quality Control reviews on Architectural drawings assisting the Operations Team to assess completion of the design better and identify potential cost savings

Senior Project Manager / Head of Sustainable Architecture Department

SDS International Group • 09/2018 – 07/2020

- Involved in the contract negotiations and contract administration for several projects such as Iran Mall.
- Extensive experience with contract administration for multiple projects in Tehran
- Coordinated the design and conducted the construction administration for Projects in Iran Mall, Tehran
- Controlling the waste management in the projects, Audit the Iran mall in case of sustainability
- Managed the Architectural design and contract administration of 50,000 sq/m2 of retail space in Tehran
- Sustainable development in case of design and construction for the company's Tehran Projects
- Energy Audit for the largest Asia shopping Centre ((Iran mall) (2,000,000 Sq/m2)) in Tehran
- Team Lead and Project manager for construction and sustainable project in ((Iran mall) (2,000,000 Sq/m2)) in Tehran

Language Skills

- English (IELTS General)
- Persian
- Turkish

University Lecturer

I.A.U Science and Research Tehran Branch • 09/2016 – 07/2020

- Teaching Architectural, Environmental, and Engineering lessons, I have 12 publications in different countries.

Architect Technologist and Project Coordinator / Project Manager

Bam Bastar Co. • 07/2010– 09/2016

- Supported the completion of over eleven medium-sized projects during 2010-2016, including schools, High rises, refineries, and large residential townhouse complexes, Golden Garden tower Project
- Gained experience in project management, architectural design, sustainable design, environmental planning for the construction projects, especially for Tehran Refinery-Feasibility Reduction environmental impact at Tehran Refinery and Rey Area project
- Designed several project managements and environmental plans for various industrial and residential projects in the Tehran Refinery-200 wells, pump and treat in Tehran Refinery and Oil area project.
- Design team member for the residential and commercial buildings in Tehran, Tammadon Shopping complex
- Obtained technical skills in customizing and setting up AutoCAD drawings with a consistent, high-quality level
- Construction site inspector for the overlaying the plans and as-built plan, Medical faculty building I.A.U Shahrood project
- Team Lead and Special project manager for Reduction and remediation sustainability project in Tehran Refinery
- Sustainable design and renovation of the Nahal School Project, Tehran

Project Staff

Bam Bastar Co. • 09/2008-07/2010

- Developed monitored and controlled project/program-controlled schedules.
- Milestones schedules and cost control budget, Computer Site I.A.U Shahrood project
- Cost estimation for the construction project (residential and commercial projects), Royal Garden Project, Tehran.
- Drafting, Arya Complex, Tehran

Management Resumes

Lane Rud – Blue Water Systems, Ltd – *Co-Owner*

Responsibilities for this project:

In-Water Activities - Lane will be in charge of the mobilization, demolition, pile removal and installation, existing float re-installation, new float installation, and demobilization. All punch list items and warranty items.

Professional Resume

1995-Present Director, Aquasure Systems Ltd, Delta, BC

1989-Present Director, Blue Water Systems Ltd, Delta, BC

1980 -1988 Self-Employed fish processing owner and commercial fishing operations, Rayment Ltd.

Lane has been in the dock fabrication and installation business since 1988. In that time he has built virtually every configuration of fully engineered dock structures imaginable. These include but are not limited to:

- Concrete floats
- Timber floats with horizontal splice plates
- Timber floats with vertical stack wall
- Aluminum space frame floats
- Steel torque tube floats
- Steel truss frame floats
- Steel truss boat houses
- Steel catamaran fish cages - performed in 2000 under subcontract to Norwegian firm

Zervan Engineering Inc.

Seyed Ahmad (Edward) Pishvaei, Ph.D., P.Eng.

LEAD STRUCTURAL ENGINEER

954 HAMPSHIRE RD.

NORTH VANCOUVER, BC, V7R 1V2

CELL: 604-992-9481

TEL : 604-985-8887

Email: Pishvaei@shaw.ca

EDUCATION

Ph.D. Structural Engineering, Shiraz University, Shiraz, Iran, 1998

M.Sc. Civil Engineering (Honors), Shiraz University, Shiraz, Iran, 1990

B.Sc. Civil-Engineering, Shiraz University, Shiraz, Iran, 1987

PROFESSIONAL ASSOCIATIONS

Association of Professional Engineers and Geoscientists of British Columbia—Member

EXPERIENCE

Dr. Pishvaei is a structural engineer with more than 31 years of experience, predominantly in structural detail design of industrial projects. His experience includes analysis and design of hydro-power stations, mining, bulk handling and offshore structures. He is experienced in structural steel design, reinforced concrete design, hydraulic structures, steel and concrete surge bins, silos and tankers, construction document preparation and analysis and design of several loading platform, bridge related enclosures. Dr. Pishvaei was senior structural engineer in structural analysis and design of two concrete wheat silos with capacity 100,000 and 120,000 tons. He was a research associate for two years and also a part-time engineering instructor for various undergraduate courses, including theory of structures, structural steel design, and reinforced concrete design, marine and industrial structures.

RELEVANT EXPERIENCE

Zervan Engineering Inc.—2015 to present, President, Lead Structural Engineer

Vancouver Aquatic centre Dock Rebuilt, Vancouver , BC Design of new access bridges and fixed platform and work with Blue water system Inc for preparing the document and structural drawings. Reviewed available Geotechnical data to recommend foundation types, supervised the development of the structural engineering design, and contributed to the overall project report.

Victoria International Marina, Victoria, BC Lead Structural Engineer for structural engineering for review and revised the structural design and drawings. Reviewed and supervised the development of the structural engineering design, prepared structural specific details and prepare the revised structural drawings.

Seaspan Access Truss, North Vancouver, BC. Analysis and design of two access bridges and collecting loading data from Blue water System Inc., and performing analysis, design of steel structure.

Moffat & Nichol —2011 to 2015, Lead Structural Engineer

Port of Longview, WA. Lead Structural Engineer for pre-feasibility structural engineering for modifications to an existing Soda Ash handling marine terminal to handle increased annual throughputs with the addition of new equipment. Analysis and design transfer towers and review of existing geotechnical reports for selecting storage dome foundation type with 44000 tons of capacity. Supervised the development of the structural engineering design, prepared structural cost estimates and contributed to the overall project report.

Puerto La Plata, Argentina Lead Structural Engineer for feasibility structural engineering for modifications to an existing pet coke handling marine terminal to handle increased annual throughputs with the addition of new equipment. Reviewed available Geotechnical data to recommend foundation types, supervised the development of the structural engineering design, prepared structural cost estimates and contributed to the overall project report.

Burnside Marine Terminal, Burnside, LA. Analysis and design of 360 T steel surge bin and its transfer tower. Surge bin analysis and design duties included plate analysis of steel bins , and also design of horizontal and vertical stiffeners of surge bin Duties of transfer tower included setting up a 3D model and collecting loading data from mechanical vendors and conveyor suppliers, performing analysis, design of steel structure.

Burnside Marine Terminal Construction, Burnside, LA. Shop drawings review and respond to contractor "Request for Information" as a part of construction support services.

Douglas Channel LNG Marine Export Terminal, Kitimat, BC. Analysis and design of loading platform and access trestle. Duties included setting up a 3D model and collecting loading data from mechanical vendors, performing analysis, design of concrete deck and steel piles.

Westridge Terminal TMX Expansion, Vancouver, BC. Feasibility study and cost estimate to identified the functional layouts and configurations that present the most promising balance between operational flexibility, ease of navigation with current and future operations, engineering risk and capital cost.

Kinder Morgan Terminals (KMT), Port Westward, OR. Generate material quantities for typical concrete foundations for the transfer towers, conveyor galleries and stacker and reclaimer rail tracks.

Enbridge Northern Gateway Pipeline/ Marine Terminal, Kitimat, BC. Feed design of berthing dolphin- stay pipe option and foundation anchors design of this structure. Duties included setting up a 3D model and performing analysis, design cantilevered steel structure and its foundations.

MWH Canada Inc. —2008 to 2011, lead Civil/ Structural Engineer

Dynamic seismic analysis of the gate hoist bridge and enclosures. Duties included setting up a 3D model and performing analysis and design check of

steel structure including middle pier and side abutments as well as a part of foundation for Cheakamus Dam, Squamish, British Columbia.

Dynamic seismic analysis of the gate hoist bridge and enclosures. Duties included setting up a 3D model and performing analysis and design check of steel structure including side abutments as well as a part of foundation for Seton Dam, Lillooet, British Columbia.

Preliminary design and seismic analysis of Ruskin Powerhouse Superstructure, Mission, British Columbia. Work included setting up a finite element model and conducting a response spectrum analysis using SAP2000 program, analysis, and preliminary design of superstructure.

Stability analysis and preliminary design of seismic anchor for powerhouse substructure, Ruskin Powerhouse, Mission, British Columbia. Work included stability analysis, and preliminary design of post-tensioned anchoring system.

Design and review of access bridge piers and abutments, Ruskin Access Bridge, Mission, BC. Work included setting up a 3D model and performing analyses using SAP2000 program. Upgrades were required to meet new Canadian Bridge Code requirements, including increased seismic loads.

Analysis and design of spillway bridge L.L. Anderson Dam, Walnut Creek, California. Work included setting up a model and performing a model and analysis of main beams using SAP2000 program.

Hatch—2005 to 2008, Vancouver, British Columbia,

Senior Civil/Structural Engineer

Preliminary Design and review of seismic anchors for concrete low-level-outlet structures of the Hugh L. Keenleyside Dam, Castlegar, British Columbia. Work included setting up a finite element model and conducting a response spectrum analysis using SAP2000 program, stability analysis, and preliminary design of post-tensioned anchoring system.

Site inspection and assessment of a series of steel penstocks up to 80 years old at Powell Hydroelectric Facilities, Powell River, British Columbia. Duties included stress analysis of penstocks accounting for corrosion level, review of steel stress acceptance criteria, and review of anchor block condition and preliminary design of remedial work.

Design and review of bridge deck replacement and steel through-truss member and bearing modifications of the Takhini Bridge, Alaska Highway, Yukon. Work included setting up a frame model and performing analyses using SAP2000 program.

Upgrades were required to meet new Canadian Bridge Code requirements, including increased seismic loads.

Design and review of bridge deck replacement and steel through-truss member and bearing modifications of the Lewes River Bridge, Alaska Highway, Yukon. Work included setting up a model and performing a dynamic response spectrum analysis of abutments and piers using SAP2000 program. Upgrades were required to meet new Canadian Bridge Code requirements, including increased seismic loads.

Review of bridge deck widening and deck replacement options for McClintock Bridge, Alaska Highway, Yukon.

Site inspection and condition assessment of deck, abutments, piers and foundation of existing tailrace bridge, along with review of upgrade alternatives, Unit G1 Powerhouse, Powell Hydroelectric Facilities.

Structural design of concrete covers for electrical manholes subject to aircraft loading, Halifax International Airport, Nova Scotia.

Design review of new draft tube stoplogs and stoplog lifter, for Unit G1 Powerhouse at Powell River, British Columbia.

Design review and assistance on removal of old grinder turbine units at Catalyst Paper Mill, Powell River, British Columbia. Work included review of powerhouse tailrace roof assessment, design of new enclosure for air filters, review of penstock modifications to allow for grinder removal.

Pile and Foundation design of 78 flare and relief system for Horizon CNRL Oil Sands project, Kiewit and APEC, Alberta.

Structural design of incinerator and stack, including design of pile deadmans for sulphur recovery unit, CNRL Oil Sands project, Kiewit and APEC, Alberta.

Structural assessment of Chinchaga Forestry Road/Pioneer Resource road bridges under multi-axle trucks for Schell Equipment Ltd., Alberta.

Stability analysis and seismic anchor design of Hugh Keenleyside Dam, Castlegar, British Columbia.

Design and review of bridge deck widening, replacement and steel main girders and bearing modifications of the McClintock River Bridge, Alaska Highway, Yukon. Work included setting up a frame model and performing analyses using SAP2000 program. Upgrades were required to meet new Canadian Bridge Code requirements, including increased seismic loads and pile design for extended abutments.

Foundation stress analysis and design of sag mill for Meadowbank Gold Project, Nunavut.

Stability analysis and crest block anchoring design of Ruskin Dam, Mission, British Columbia. Work included setting up a stability analysis model and design of passive anchors for crest blocks of dam and site inspection of dam during anchors installation.

Generate a Deck Response Spectrum for Cheakamus Dam based on the Dam response spectrum. British Columbia

Generate a Deck Response Spectrum for Hugh Keenleyside Dam based on the Dam response spectrum. British Columbia

Design of road deck upgrade and reconstruction of Cheakamus Dam, Spillway Gates System Improvements Project, British Columbia. Work included analysis and re-design of spillway bridge, road deck upgrade, new expansion joint design, overflow blockage design and stair tower for access to low level outlet.

2002—2004, Dalhousie University, Halifax, Nova Scotia,

Research Associate. Research on dynamic analysis of submerged pipelines with review of effects of various support conditions, using finite element methods. Design equations and approaches developed for shallow (supported on seabed) pipelines containing flowing fluid, which are subjected to external and internal forces as well as hydrodynamic pressures. A finite element program was developed to conduct dynamic analysis of submerged pipelines to assess stress and displacement.

2001—2002, 2004, Sandwell Engineering Inc., Vancouver, British Columbia, Structural Engineer. Structural analysis and design of a 100 m long steel quadrant beam and pile supports. Beam has a capacity of 1500 tons, and supports a curved crane rail, which is part of a port loading facility at Puerto Bolivar, Colombia. The beam structure is supported on concrete-filled steel piles with steel or reinforced concrete pile caps. Work involved setting up a detailed finite element model and analyzing using SAP2000 program.

Structural analysis and design of pivot foundation for pivot point of moving crane subjected to 1500 ton loads, Puerto Bolivar, Colombia.

Structural analysis and design of a 3-span steel girder bridge trestle with concrete piers to accommodate a heavy truck load for port loading facility, Puerto Bolivar, Colombia.

Structural design of steel truss walkways, up to 35 m long for connection between quadrant beam and transfer station, Puerto Bolivar, Colombia.

Structural analysis/review of the reinforced concrete transfer station foundation supported on steel piles, Puerto Bolivar, Colombia.

1991—2000, Azad University, Estahban, Iran,

Engineering Instructor. Part-time instructor for various undergraduate courses including theory of structures, structural steel design, reinforced concrete design and hydraulic structures.

1998—2000, Water and Sewage Company(ABFA), Shiraz, Iran,

Structural Engineer. Design, preparation of contract documents and construction supervision for installation of a series of rectangular reinforced concrete water tanks

with capacities of 7500, 10000 and 15000 m³ and a square water tank with capacity of 25000 m³.

1997–1998, Baal Industries Co., Shiraz, Iran,

Structural Engineer. Structural Engineer responsible for analysis and design of jet way connection bridge between departure gate and airplane, Tehran International Airport.

1990–1998, Rahav Consulting Co., Shiraz, Iran,

Director of Structural Design Department. Structural Engineer responsible for the following projects

- 780-unit residential building, Ghazal Complex, Shiraz, Iran
- 254-unit residential building, Golha Complex, Shiraz, Iran
- 36-unit residential building, Zand Complex, Shiraz, Iran
- Office building and potash storage building (60 m span gable frame), for Bojnourd Petrochemical Company, Bojnourd, Iran
- 16-unit residential building, Bojnourd, Iran
- Design and construction supervision of 45 000 m² gable frame for Fars Industrial Company, Abadeh, Iran.

1987–1990, Iran Structural Engineers Council, Shiraz, Iran,

Structural Engineer, Hamadan Silo Project. Analysis and design of silo clusters with 15 m diameter and 52 m height, and total capacity 100,000 tons.

Analysis and design of a machine house, a cubic reinforced concrete box structure with a height of 45 m.

Analysis and design of a gable framed truss structure with a span of 15 m and supports for a 30 ton crane 30 tons for conveyer part and design of export building.

TECHNICAL PAPERS

A Generalized Formulation for the Dynamic Analysis of Submerged Pipelines Due to the Effects of Various Forces and Support Conditions, Journal of Computational Mechanics, October, 2003 approved for publication.

Cnoidal Wave and Average Depth Current Interaction by Finite Element Method, Journal of Waterway, Port, Coastal and Ocean Engineering, ASCE, February, 2003 approved for publication.

Dynamic Analysis of Submerged Pipelines by Finite Element Method, Iranian Journal of Science & Technology Vol 19, No. 1, 1995.

Computational Model for Dynamic Analysis of Submerged Pipelines, International Congress on Computational Methods in Engineering, Shiraz, Iran, 1993.



Basic Information for Coastal Investigation, Journal of Petrochemical Industries Design and Engineering Company, Vol.37, 1992.

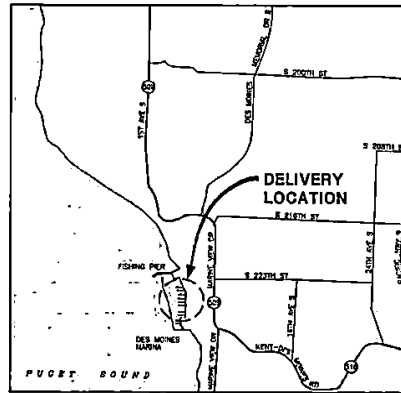
Site Selection for Offshore Facilities, First International Conference on Ports & Marine Structures, Tehran, Iran, 1990.

LANGUAGES

English, Farsi

CITY OF DES MOINES

REDONDO BOAT RAMP SOUTH FLOAT PROCUREMENT



DELIVERY LOCATION

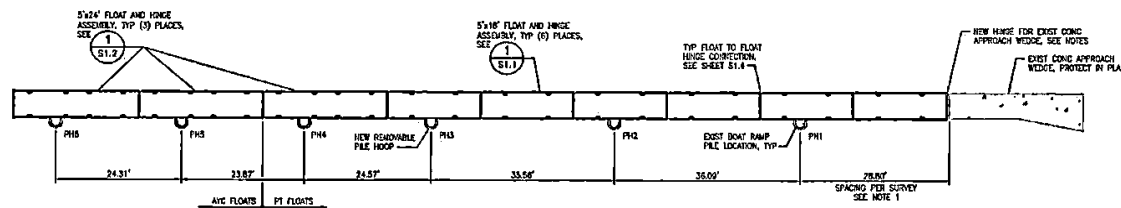
DELIVERY ADDRESS

FLOAT SYSTEM SHALL BE DELIVERED
TO DES MOINES MARINA:
22307 DOCK AVE S
DES MOINES WA 98198

DWG NO.	No. SHEETS	SHEET TITLE
G1.0	1	GENERAL
S1.1	2	5x18' FLOAT SYSTEM SECTIONS AND DETAILS
S1.2	3	5x24' FLOAT SYSTEM SECTIONS AND DETAILS
S1.3	4	5x24' FLOAT AND PILE HOOP SECTIONS AND DETAILS
S1.4	5	PILE HOOP SECTIONS AND DETAILS
S1.5	6	5x24' FLOAT HOOP SECTIONS AND DETAILS

NOTES

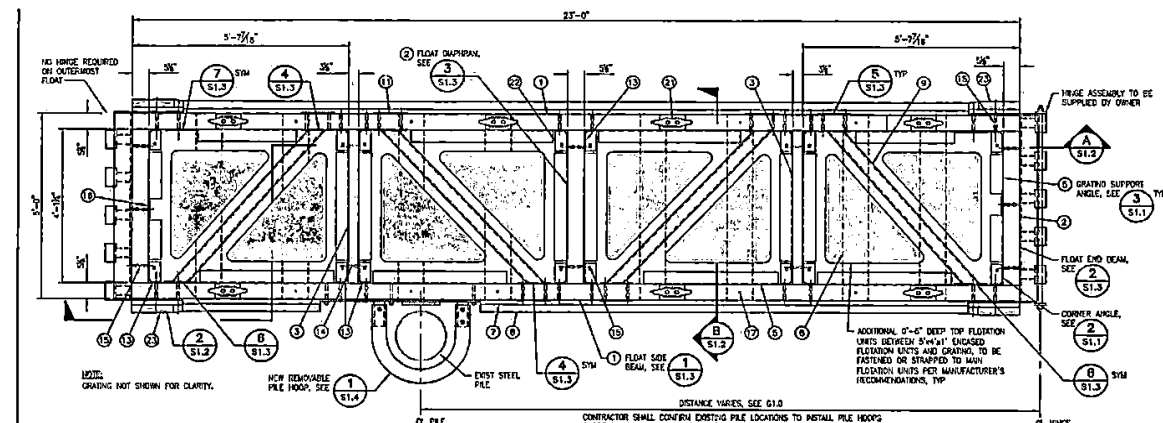
1. PILE LOCATION SURVEY PROVIDED BY HANSEN SURVEYING & CONSULTING ON AUGUST 18th 2011. MEASUREMENTS ARE CONTINUOUS TO CENTERLINE OF PILING WITH EXCEPTION OF THE APPROACH FROM APPROACH WHICH IS MEASURED FROM OUTER FACE OF CONCRETE APPROACH TO CENTERLINE OF PILING.
2. CONTRACTOR TO FIELD VERIFY DIMENSIONS AND NOTIFY ENGINEER OF DISCREPANCIES PRIOR TO FABRICATION OF FLOAT. CONTRACTOR SHALL CONFIRM EXISTING PILE LOCATIONS TO INSTALL PILE HOOPS CORRECTLY WITHOUT ANY CONFLICTS WITH ADJACENT FLOAT CONNECTION HARDWARE.
3. PER DISCUSSION WITH OWNER, OTHER (S) FLOATS ARE TO BE FABRICATED USING ALASKA YELLOW CEDAR AND BAKER FLOATS ARE TO BE FABRICATED USING PRESSURE TREATED LUMBER.
4. ALASKA YELLOW CEDAR (AYC) FLOATS SHALL BE FABRICATED FROM 20F-V12 OR 20F-V13 DIMENSIONS SUITABLE FOR WEI USE OR OWNER APPROVED EQUIVALENT.
5. PRESSURE TREATED (PT) LUMBER FLOATS SHALL BE FABRICATED FROM 24F-V4 OR 24F-V8 DIMENSIONS TREATED WITH ACQ TO PREVENTION OF 0.6 POUNDS PER CUBIC FOOT PER APCA STANDARDS OR OWNER APPROVED EQUIVALENT. ALL BOOD MATERIAL SHALL BE PRECUT TO SIZE AND LENGTH AND HOLES DRILLED PRIOR TO PRESERVATIVE TREATMENT AS SPECIFIED.
6. NEW APPROACH WEDGE HEDGE TO BE FURNISHED BY CONTRACTOR, INSTALLED BY OWNER, SEE A/S1.5.
7. ALL FLOATS ARE TO BE TRAILERABLE, AND SHALL HAVE A FREEDOM OF NO LESS THAN 12 INCHES UNDER DEAD LOAD ONLY, AND NO LESS THAN 8 INCHES UNDER LIVE LOADING OF 20 PSF.



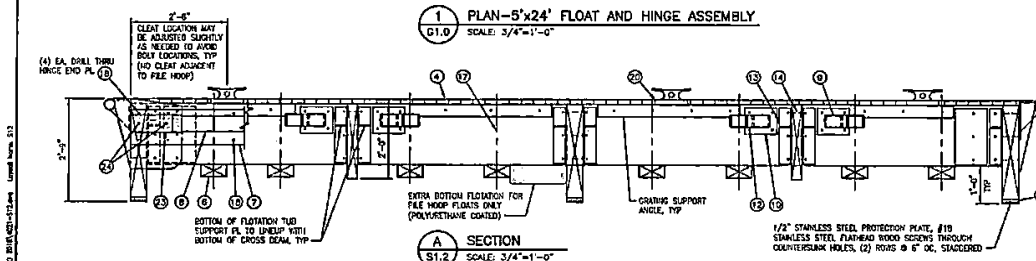
PLAN-FLOAT SYSTEM
SCALE: 1"=10'

REVISIONS				APPROVED BY E. VINCIGLIA DESIGNER S. OLSEN CHECKED BY M. AMI DATE 04/23/2022 PROJECT NO. 24-19-021	SCALE HORIZ. AS NOTED VERT. AS NOTED NOTES: IF "N" DOES NOT MEASURE 1" ADJUST SCALES ACCORDINGLY	CITY OF DES MOINES REDONDO BOAT RAMP SOUTH FLOAT PROCUREMENT SHEET NO. G1.0	SHEET TITLE TITLE SHEET, DELIVERY LOCATION, SHEET INDEX AND FLOAT SYSTEM PLAN
NO.	DATE	BY	REVISION				



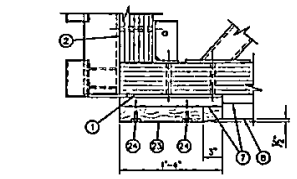


1 PLAN-5'x24' FLOAT AND HINGE ASSEMBLY
G1.0 SCALE: 3/4\"=1'-0\"

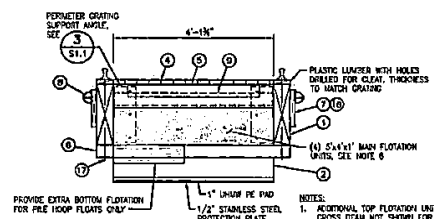


A SECTION
S1.2 SCALE: 3/4\"=1'-0\"

- NOTES:**
1. SEE SHEET S1.3 FOR "GLU-LAM" DETAILS AND SPECIFICATIONS.
 2. ALL STEEL MEMBERS SHALL BE HOT DIP GALVANIZED AFTER FABRICATION. ALL CONNECTION HARDWARE SHALL BE GALVANIZED EXCEPT STAINLESS STEEL HARDWARE.
 3. GLU-LAM AND BOTTOM GRANTER MATERIAL SHALL BE PER PLAN, SEE G1.0.
 4. RUB STRIPS SHALL BE COMPOSITE LUMBER, GREY IN COLOR.
 5. FLOTATION UNITS SHALL BE FULLY ENCASED FOAM IN POLYETHYLENE SHELLS MINIMUM 1/8 INCH THICK. FOAM SHALL BE EXTRUDED ROD FOAMED PLASTIC MADE OF EXPANDED POLYSTYRENE WITH MINIMUM DENSITY OF 1 LB/CU FT. ATTACH FLOTATION UNITS TO CORNER ANGLE FLOTATION UNITS THROUGH FLOTATION UNIT MOUNTING FLANGES WITH BOLT, NUT, AND WASHER PER FLOTATION UNIT MANUFACTURER'S SPECIFICATIONS.
 6. ALL BOLTS SHALL BE F3125 OR A325 TYPE 1 OR A442 TYPE 1 (NUTS/ROD HEAD WITHOUT NUTS) EXCEPT F304 SS. THREADED ROD SHALL BE F1554 OR 1/2\".



2 DETAIL-TIMBER BLOCK AT HINGE END PLATE
S1.2 SCALE: 1/2\"=1'-0\"



B SECTION
S1.2 SCALE: 3/4\"=1'-0\"

MATERIAL SCHEDULE					
ITEM #	AMT.	DESCRIPTION	ITEM #	AMT.	DESCRIPTION
GLU-LAMS					
1	2 EA.	5 1/8\" x 19 1/2\" x 25'-0\" SIDE BEAM	9	4 EA.	NRS 4 x 4 x 1/2 CROSS BEAM
2	3 EA.	5 1/8\" x 30\" x 4'-1 3/4\" END & MID BEAM	10	10 EA.	NRS INSIDE BRACE PLATE, PLATE VARIES ADJACENT TO HINGE LOCATION
3	2 EA.	3 1/8\" x 24\" x 4'-1 3/4\" DIAPHRAGM	11	8 EA.	NRS OUTSIDE BRACE PLATE, PLATE VARIES ADJACENT TO HINGE LOCATION
GRATING					
4		5'-0\" x 25'-0\" PERFORATE SODIS GRATING WITH D40 CLIPS - DARK GREY	12	30 EA.	1/2\" x 8 1/2\" BOLT WITH WALLEABLE WASHER AND NUT FOR NRS PLATES
5		GRATING SUPPORT ANGLE, TYP ALL SERIES WITH HOLD DOWN CLIPS SPACED PER MANUFACTURER RECOMMENDATIONS	13	16 EA.	1/2\" x 4 x 3/8 x 1'-0\" CORNER ANGLE
LUMBER, COMPOSITES & FENDERING					
6	8 EA.	4x6 x 5'-0\" BOTTOM SPANNER	14	12 EA.	1/2\" x 5\" BOLT WITH (2) CUT WASHERS, LOCK WASHER AND NUT FOR CORNER ANGLES AT DIAPHRAGMS
7	2 EA.	2x12 x 25'-0\" RUB STRIP	15	82 EA.	1/2\" x 8 1/2\" BOLT WITH WALLEABLE WASHER AND NUT FOR CORNER ANGLES AND MID PLATES AT END AND SIDE BEAMS
8	2 EA.	2x8\" WIDE x 8\" TALL x 20'-0\" LONG HEAVY DUTY WHITE MARINE-GRACE VINYL D-FENDER	16	8 EA.	1/4\" x 8\" x 10\" LONG END BEAM MID-PLATE WITH HOLE PATTERN TO MATCH HINGE ASSEMBLY
19	3 EA.	1\" x 5 1/8\" x 4'-1 3/4\" LUMBER PE SANDWICH PAD	17	18 EA.	1/2\" x 37\" BOLT OR THREADED ROD WITH (2) WALLEABLE WASHERS AND NUTS FOR BOTTOM SPANNER ATTACHMENT
20	8 EA.	2 x 8 x 0'-10\" PLASTIC LUMBER	18	48 EA.	3/8\" x 6\" LAG BOLT WITH CUT WASHER, (COUNTERSINKED) FOR RUB STRIP ATTACHMENT, TOP AND BOTTOM AT APPROX. 2' O.C.
23	4 EA.	3 x 8 x 1'-4\" TIMBER BLOCK	21	7 EA.	12\" HEAVY-DUTY GALV CLEAK, ATTACH WITH 1/2\" x 8\" GALV LAG SCREWS, TYP
HARDWARE					
9	4 EA.	NRS 4 x 4 x 1/2 CROSS BEAM	22	18 EA.	PL 3/8\" FLOTATION TUB SUPPORT
10	10 EA.	NRS INSIDE BRACE PLATE, PLATE VARIES ADJACENT TO HINGE LOCATION	23	8 EA.	3/8\" x 5\" LAG SCREW (COUNTERSINKS), TWO PER BLOCK, MOUNTED TO RUB STRIP
11	8 EA.	NRS OUTSIDE BRACE PLATE, PLATE VARIES ADJACENT TO HINGE LOCATION			
12	30 EA.	1/2\" x 8 1/2\" BOLT WITH WALLEABLE WASHER AND NUT FOR NRS PLATES			
13	16 EA.	1/2\" x 4 x 3/8 x 1'-0\" CORNER ANGLE			
14	12 EA.	1/2\" x 5\" BOLT WITH (2) CUT WASHERS, LOCK WASHER AND NUT FOR CORNER ANGLES AT DIAPHRAGMS			
15	82 EA.	1/2\" x 8 1/2\" BOLT WITH WALLEABLE WASHER AND NUT FOR CORNER ANGLES AND MID PLATES AT END AND SIDE BEAMS			
16	8 EA.	1/4\" x 8\" x 10\" LONG END BEAM MID-PLATE WITH HOLE PATTERN TO MATCH HINGE ASSEMBLY			
17	18 EA.	1/2\" x 37\" BOLT OR THREADED ROD WITH (2) WALLEABLE WASHERS AND NUTS FOR BOTTOM SPANNER ATTACHMENT			
18	48 EA.	3/8\" x 6\" LAG BOLT WITH CUT WASHER, (COUNTERSINKED) FOR RUB STRIP ATTACHMENT, TOP AND BOTTOM AT APPROX. 2' O.C.			
21	7 EA.	12\" HEAVY-DUTY GALV CLEAK, ATTACH WITH 1/2\" x 8\" GALV LAG SCREWS, TYP			
22	18 EA.	PL 3/8\" FLOTATION TUB SUPPORT			
23	8 EA.	3/8\" x 5\" LAG SCREW (COUNTERSINKS), TWO PER BLOCK, MOUNTED TO RUB STRIP			

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	06/21/2021	SP	ISSUED FOR PERMIT
2	06/21/2021	SP	ISSUED FOR PERMIT
3	06/21/2021	SP	ISSUED FOR PERMIT
4	06/21/2021	SP	ISSUED FOR PERMIT
5	06/21/2021	SP	ISSUED FOR PERMIT
6	06/21/2021	SP	ISSUED FOR PERMIT
7	06/21/2021	SP	ISSUED FOR PERMIT
8	06/21/2021	SP	ISSUED FOR PERMIT
9	06/21/2021	SP	ISSUED FOR PERMIT
10	06/21/2021	SP	ISSUED FOR PERMIT

DESIGNED BY: S. PERCELLA
CHECKED BY: S. PERCELLA
DATE: 06/21/2021
PROJECT NO: 21-18-021

SCALE: AS NOTED
UNITS: AS NOTED
NOTE: IF \"N\" DOES NOT MEASURE 1\" ADJUST SCALE ACCORDINGLY

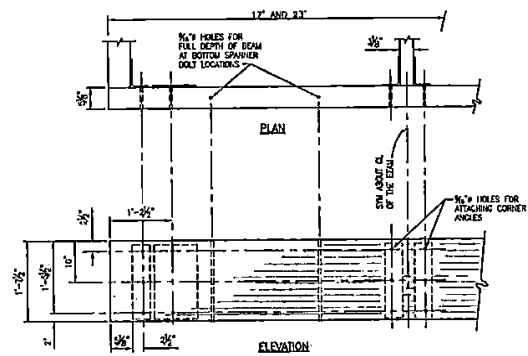
Reid Middleton

728 134th Street SW • Suite 200
Everett, Washington 98204
Ph: 425 741-3630

CITY OF DES MOINES
REDONDO BOAT RAMP SOUTH FLOAT PROCUREMENT

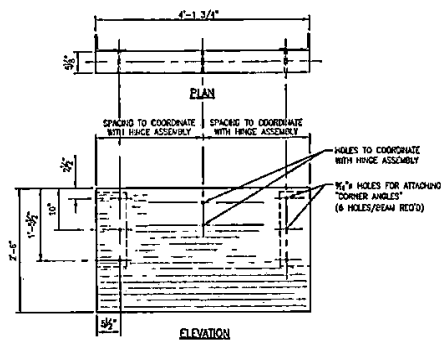
5'x24' FLOAT SYSTEM SECTIONS AND DETAILS

S1.2

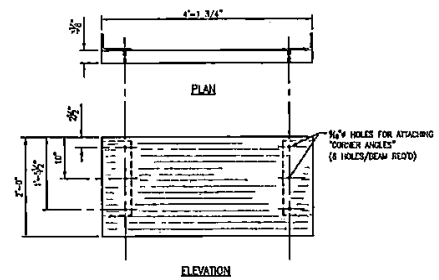


1
S1.3

DETAIL--FLOAT SIDE BEAM AT HINGE
SCALE: 1"=1'-0"

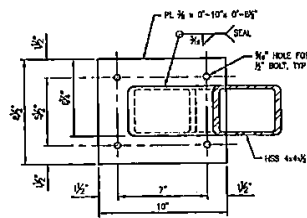


2 DETAIL-FLOAT END BEAM
S1.3 SCALE: 1"=1'-0"

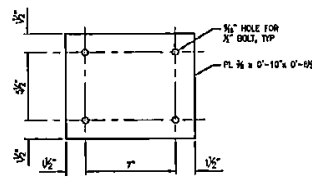


3
S1.3

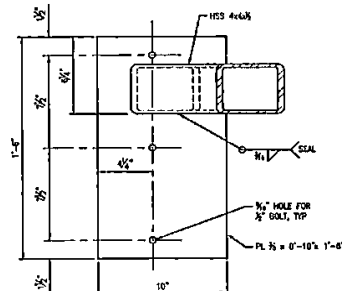
DETAIL-FLOAT DIAPHRAGM
SCALE: 1"=1'-0"



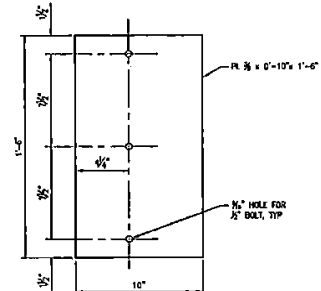
4 DETAIL-HSS BRACE PLATE
S1.1, S1.2 SCALE: 3"=1'-0"



5 DETAIL- OUTSIDE BRACE PLATE
S1.1, S1.2 SCALE: 3"=1'-0"



8 DETAIL-HSS BRACE PLATE AT HINGE ADJACENT TO HINGE
S1.1, S1.2 SCALE: 3"=1'-0"



7 DETAIL-BRACE PLATE INSIDE HINGE
S1.1, S1.2 SCALE: 3"=1'-0"

REVISIONS				DESIGNED BY S. KHANDELA
NO.	DATE	BY	DESCRIPTION	APP'D
				DAVID R. B. OGDEN
				CHANGELA R. W. AHOI
				06/21/2022
				06/21/2022
				06/21/2022



SCALE: AS NOTED

VERT: AS NOTED

HORIZ: 1" = 1'

NOTES: IF "1" DOES NOT MEASURE, 1" ADJUST STAKES ACCORDINGLY

06/21/2022

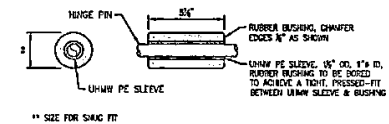
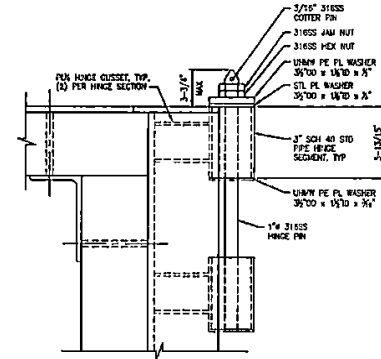
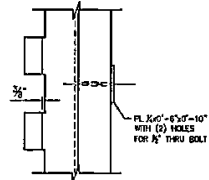
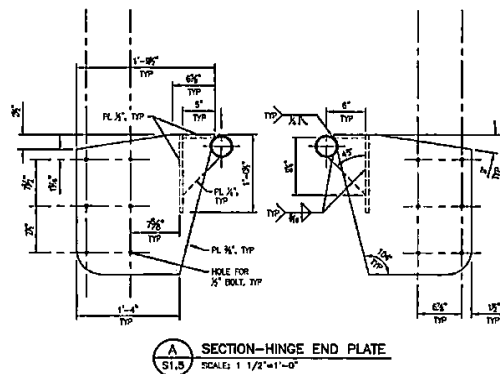
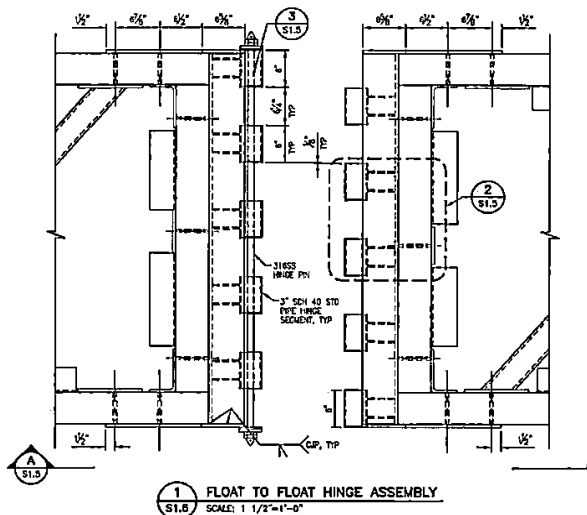


Reid Middleton

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Ph: 425 741-3800

CITY OF DES MOINES
REDONDO BOAT RAMP SOUTH FLOAT PROCUREMENT
BID #16
FLOAT AND PILE HOOP SECTIONS AND DETAILS

S1.3



REVISIONS					DRAWN BY	
NO.	DATE	BY	DESCRIPTION	APPROVED	S. KOCILLA	
1					DRAWN BY C. OLSEN	
2					CHECKED BY W. JAHN	
3					DATE 04/21/2022	
4					PROJECT NO. 24-10-021	



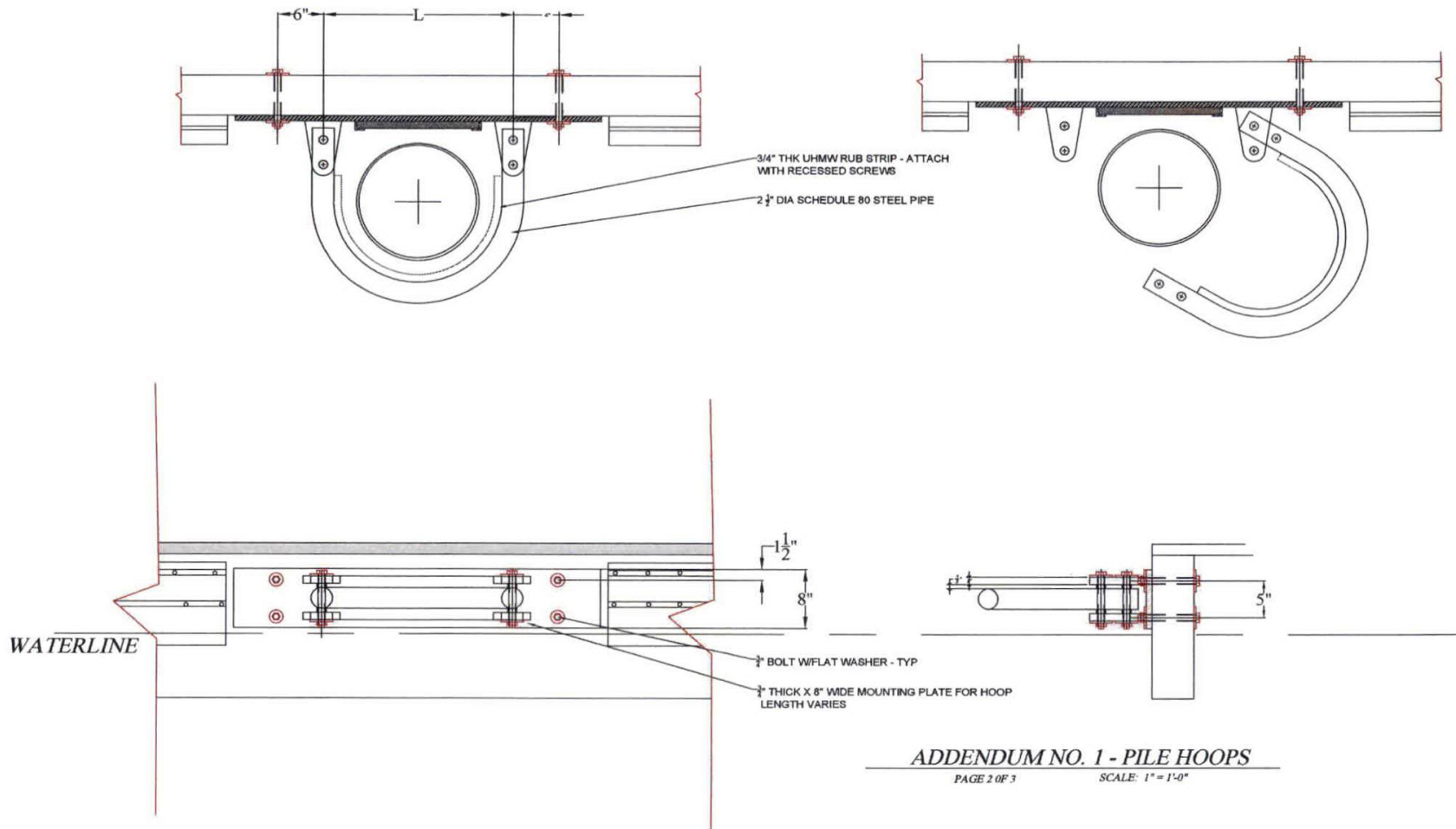
SCALE:
HORIZ AS NOTED
VERT AS NOTED
NOTE: 
IF "L" DOES NOT
MEASURE 1" ADJUST
SCALES ACCORDINGLY

Reid Middleton

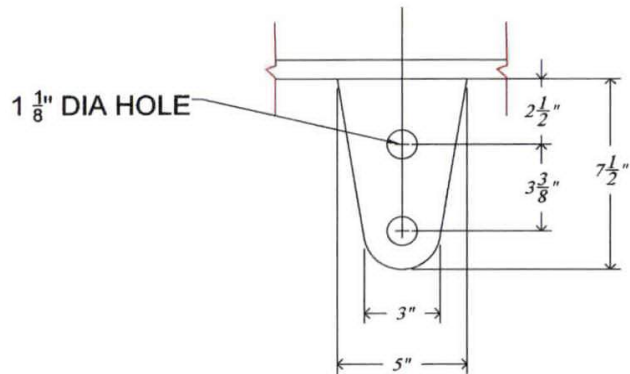
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CITY OF DES MOINES
REDONDO BOAT RAMP SOUTH FLOAT PROCUREMENT
PROJECT TITLE
FLOAT HINGE SECTIONS AND DETAILS

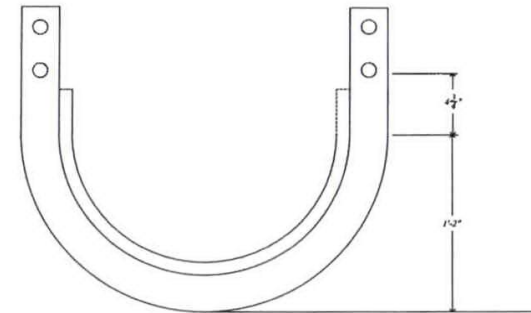
\$1.5



provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal



SCALE: 3" = 1'-0"



SCALE: 1 1/2" = 1'-0"

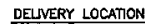
PILE HOOP "L" DIMENSION	
PILE HOOP	L DIMENSION
1	2'-2"
2	2'-4"
3	2'-8"
4	2'-8"
5	2'-2"
6	2'-2"

ADDENDUM NO. 1 - PILE HOOPS

PAGE 3 OF 3

SCALE: 1" = 1'-0"

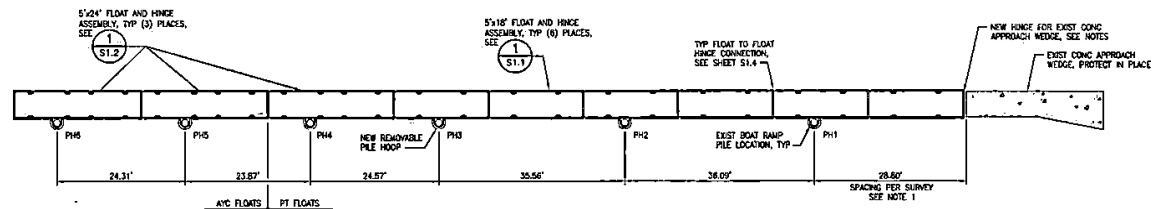
REDONDO BOAT RAMP
SOUTH FLOAT PROCUREMENT



FLOAT SYSTEM SHALL BE DELIVERED
TO DES MOINES MARINA:
22307 DOCK AVE S
DES MOINES WA 98198

NOTES:

1. PILE LOCATION SURVEY PROVIDED BY HANSEN SURVEYING & CONSULTING ON AUGUST 20TH. MEASUREMENTS ARE CONTINUING TO CONFIRMING OF PLACING WITHIN 10% OF THE MEASUREMENT FROM ADJACENT WHARF WHICH IS REQUIRED FROM OUTER FACE OF CONTRACT APPROACH TO CONNECTION OF PILING.
2. CONTRACTOR TO FIELD VERIFY DIMENSIONS AND NOTIFY ENGINEER OF DISCREPANCIES PRIOR TO FABRICATION OF PILING. CONTRACTOR SHALL CONFIRM DIMENSIONS TO LOCATIONS TO BE FABRICATED AND SHALL NOTIFY ENGINEER WITH LOCATIONS WITH ADJACENT FLAT CONNECTION HORIZONTAL.
3. PER DISCUSSION WITH OWNER, OUTER (2) FLATS ARE TO BE FABRICATED USING ALASKA YELLOW CEDAR, AND INNER FLATS ARE TO BE FABRICATED USING ALASKA YELLOW SPRUCE. BOTH FLATS SHALL BE FABRICATED FROM TOP-WEIR OF EXISTING FLOORS SURROUNDING PILE UP OR DOWN TO MEET DIMENSIONS.
4. PRESSURE TREATED (PT) LUMBER FLATS SHALL BE FABRICATED FROM 2X14-PT OR 4X14-PT GULMATS TREATED WITH ACQUA TO MEET RETENTION OF 90 POUNDS PER CUBIC FOOT PER ALASKA STANDARDS OR OWNER APPROVED EQUIVALENT. ALL WOOD SHALL BE MINIMUM 12 FEET LENGTH AND HOLES DRILLED PRIOR TO PRESERVATIVE TREATMENT AS SPECIFIED.
5. NEW APPROACH WEDGE HEDGE IS TO BE FURNISHED BY CONTRACTOR, INSTALLED BY OWNER, SEE 4515.1
6. ALL FLATS ARE TO BE TRANSPARENT, AND SHALL HAVE A FREEDOM OF 10 LBS PER SQUARE INCH LOAD (50 LB LOAD PER INCH), AND NO LESS THAN 8 INCHES UNDER LUMBER (2X14 OR 4X14).

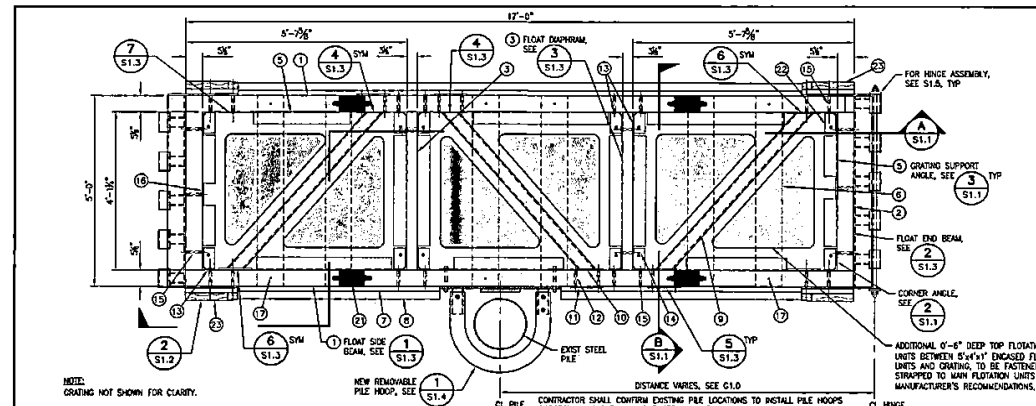


PLAN-FLOAT SYSTEM
SCALE: 1"=10'

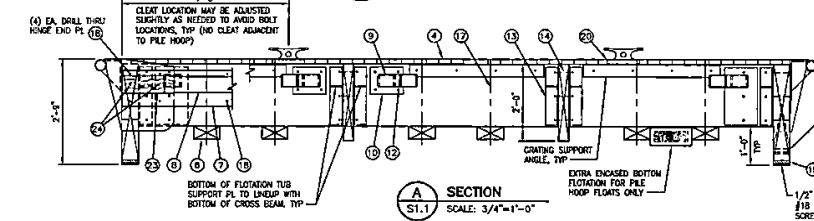
Reid Middleton

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Everett, Washington 98204
Ph: 425 741-3800

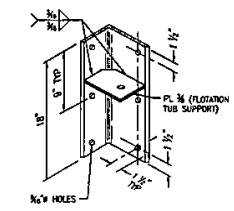
G1.0



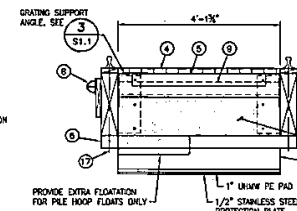
1 PLAN-5'x18' FLOAT AND HINGE ASSEMBLY
SCALE: 3/4"=1'-0"



A SECTION
SCALE: 3/4"=1'-0"



2 DETAIL-CORNER ANGLE
SCALE: NOT TO SCALE

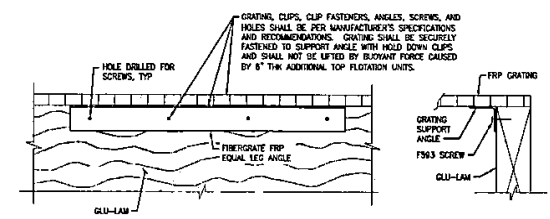


B SECTION
SCALE: 3/4"=1'-0"

MATERIAL SCHEDULE					
ITEM #	AMT.	DESCRIPTION	ITEM #	AMT.	DESCRIPTION
GLU-LAMS					
①	2 EA	5 1/8" x 19 1/2" x 17'-0" SIDE BEAM	⑩	3 EA	HESS 4 x 4 x 1/2 CROSS BEAM
②	2 EA	5 1/8" x 30" x 4'-1 3/4" END BEAM	⑪	8 EA	HESS INSIDE BRACE PLATE, PLATE VARIES ADJACENT TO HINGE LOCATION
③	2 EA	3 1/8" x 24" x 4'-1 3/4" DIAPHRAGM	⑫	4 EA	HESS OUTSIDE BRACE PLATE, PLATE VARIES ADJACENT TO HINGE LOCATION
GRATING					
④		5'-0" x 17'-0" FIBERGLASS S1015 GRATING WITH END CLIPS - DARK GRAY	⑬	22 EA	1/2" x 8 1/2" BOLT WITH MALLEABLE WASHER AND NUT FOR HSS PLATES
		GRATING SUPPORT ANGLE, TYP ALL SIZES WITH HOLD DOWN CLIPS SPACED PER MANUFACTURER RECOMMENDATIONS	⑭	12 EA	1/2" x 8 1/2" BOLT WITH (2) CUT WASHERS, LOCK WASHER AND NUT FOR CORNER ANGLES AT DIAPHRAGMS
LUMBER, COMPOSITES & FENDERING					
⑤	8 EA	4x8 x 5'-0" BOTTOM SPANNER	⑮	50 EA	1/2" x 8 1/2" BOLT WITH MALLEABLE WASHER AND NUT FOR CORNER ANGLES AND MID PLATES AT END AND SIDE BEAMS
⑥	2 EA	2x12 x 17'-0" RUB STRIP	⑯	2 EA	1/4" x 5" x 10" LONG END BEAM MID-PLATE WITH HOLE PATTERN TO MATCH HINGE ASSEMBLY
⑦	2 EA	2.5" WIDE x 5" TALL x 14'-4" LONG HEAVY DUTY WHITE MARINE-GRADE VINYL D-FENDER	⑰	12 EA	1/2" x 27" BOLT OR THREADED ROD WITH (2) MALLEABLE WASHERS AND NUTS FOR BOTTOM SPANNER ATTACHMENT
⑧	2 EA	1" x 5 1/8" x 4'-1 3/4" UNHW PE SANDWICH PWD	⑱	32 EA	3/8" x 6" LAG BOLT WITH CUT WASHER, (COUNTERBORE) FOR RUB STRIP ATTACHMENT, TOP AND BOTTOM AT APPROX. 2" O.C.
⑨	2 EA	2 x 6 x 0'-10" PLASTIC LUMBER	⑲	4 EA	12" HEAVY-DUTY GALV CLEAT, ATTACH WITH 1/2" x 8" GALV LAG SCREWS
⑫	4 EA	3 x 6 x 1'-4" TIMBER BLOCK	⑳	16 EA	PL 3/8" FLOTATION TUB SUPPORT
			㉑	8 EA	3/8" x 3" LAG SCREW (COUNTERBORE), TWO PER BLOCK, MOUNTED TO RUB STRIP

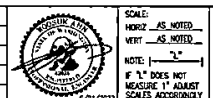
NOTES:

- SEE SHEET S1.3 FOR "GLU-LAM" DETAILS AND SPECIFICATIONS.
- ALL STEEL MEMBERS SHALL BE HOT DIP GALVANIZED AFTER FABRICATION. ALL CONNECTION HARDWARE SHALL BE GALVANIZED EXCEPT STAINLESS STEEL HARDWARE.
- GLU-LAM AND BOTTOM SPANNER MATERIAL SHALL BE PER PLAN, SEE G1.0.
- RUB STRIPS SHALL BE COMPOSITE LUMBER, GRAY IN COLOR.
- FLOTATION UNITS SHALL BE FULLY ENCASED FOAM IN POLYETHYLENE SHELLS MINIMUM 1/8" THICK. FOAM SHALL BE EXTRUDED RIGID FOAMED PLASTIC MADE OF EXPANDED POLYSTYRENE WITH MINIMUM DENSITY OF 1 LB/FT³. ATTACH FLOTATION UNITS TO CORNER ANGLE FLOTATION TUBS THROUGH FLOTATION UNIT MOUNTING FLANGES WITH BOLT, NUT, AND WASHER PER FLOTATION UNIT MANUFACTURER'S SPECIFICATIONS.
- ALL BOLTS SHALL BE F3125 OR A325 TYPE 1 OR A449 TYPE 1 (NUTS/ROD HEAD WITHOUT NUTS) EXCEPT F304 SS. THREADED ROD SHALL BE F1554 OR 105.



3 DETAIL-GRATING SUPPORT ANGLE
SCALE: 1 1/2"=1'-0"

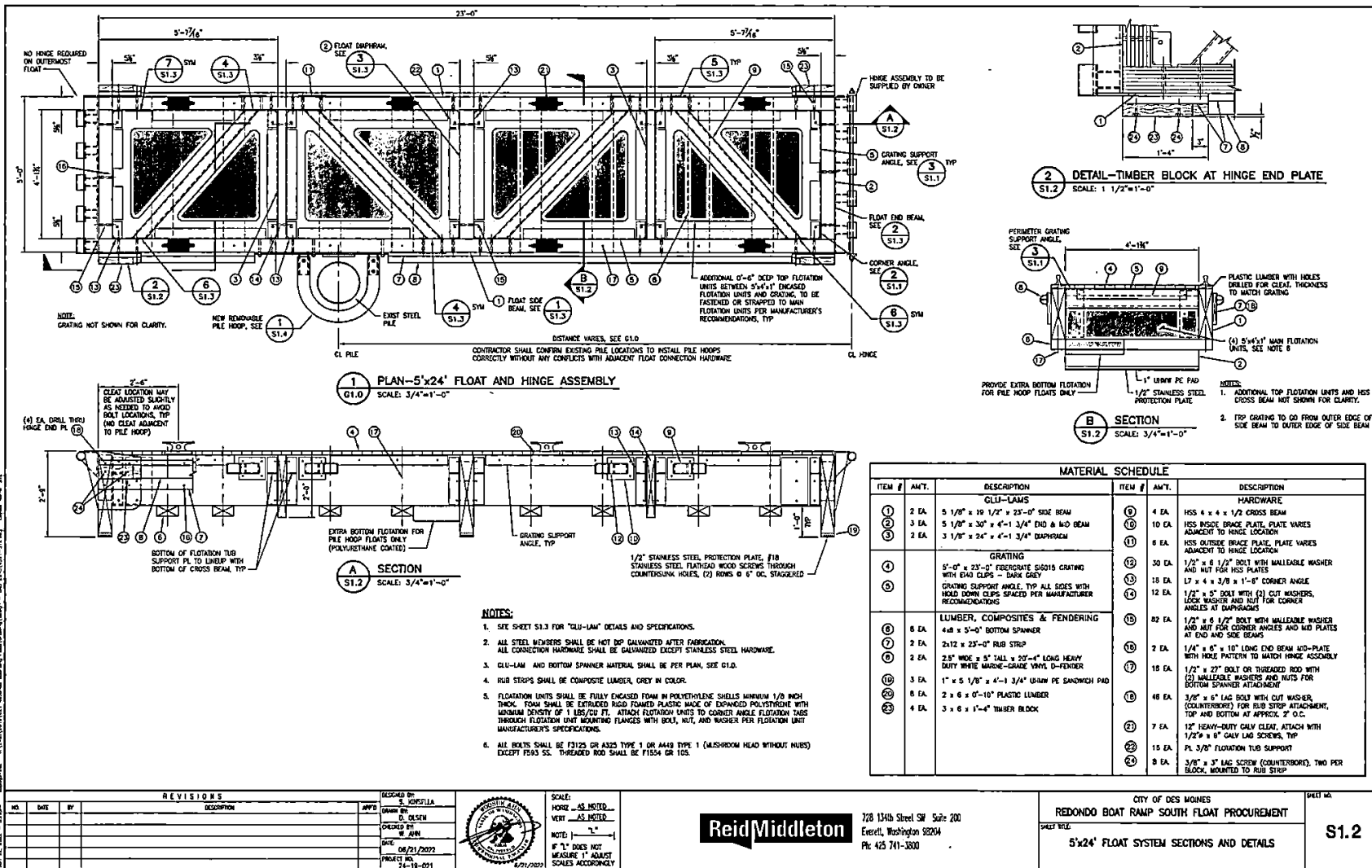
NO.	DATE	BY	REVISIONS
1	08/21/2022	W. JEN	DESIGNED BY: S. FONGELLA DRAWN BY: B. OLSEN CHECKED BY: W. JEN DATE: 08/21/2022 PROJECT NO: 24-19-021

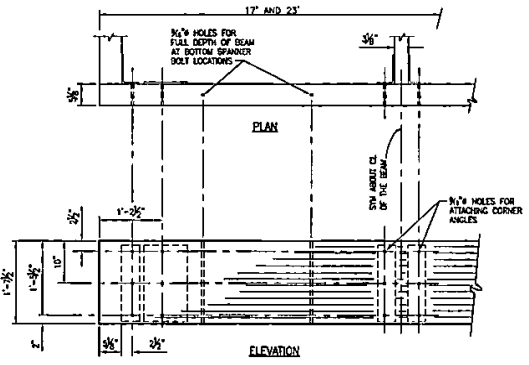


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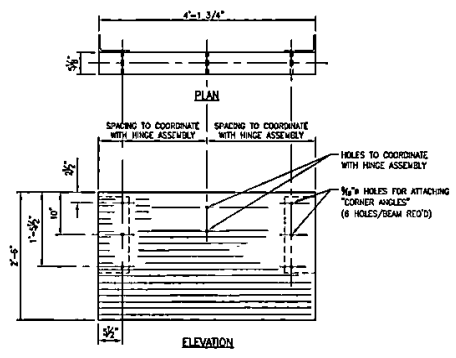
CITY OF BES MONES
REDONDO BOAT RAMP SOUTH FLOAT PROCUREMENT
SHEET TITLE:
5'x18' FLOAT SYSTEM SECTIONS AND DETAILS

SHEET NO.
S1.1

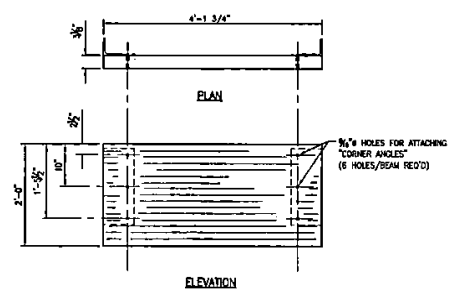




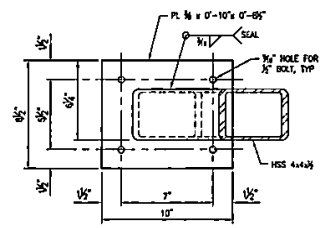
1 DETAIL--FLOAT SIDE BEAM AT HINGE
S1.3 SCALE: 1"=1'-0"



2 DETAIL--FLOAT END BEAM
S1.3 SCALE: 1"=1'-0"

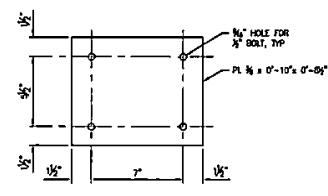


3 DETAIL--FLOAT DIAPHRAGM
S1.3 SCALE: 1"=1'-0"



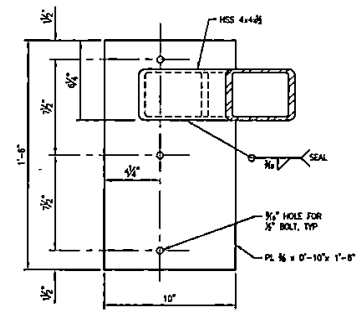
- NOTE:
1. ALL METALS TO BE HOT-DIP GALVANIZED.
 2. WELD TO BE HOT STOCKED AFTER WELDING.
 3. BRACE TO BE CENTERED ON PLATE HORIZONTALLY.
 4. ORIENTATION OF BRACE VARIES, SEE PLAN.

4 DETAIL--HSS BRACE PLATE
S1.1, S1.2 SCALE: 3"=1'-0"



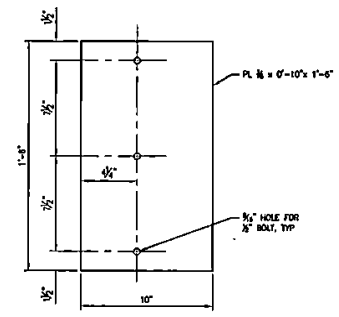
- NOTE:
1. ALL METALS TO BE HOT-DIP GALVANIZED.

5 DETAIL-- OUTSIDE BRACE PLATE
S1.1, S1.2 SCALE: 3"=1'-0"



- NOTE:
1. ALL METALS TO BE HOT-DIP GALVANIZED.
 2. WELD TO BE HOT STOCKED AFTER WELDING.
 3. BRACE TO BE CENTERED ON PLATE HORIZONTALLY.
 4. ORIENTATION OF BRACE VARIES, SEE PLAN.

6 DETAIL--HSS BRACE PLATE AT HINGE ADJACENT TO HINGE
S1.1, S1.2 SCALE: 3"=1'-0"



- NOTE:
1. ALL METALS TO BE HOT-DIP GALVANIZED.
 2. WELD TO BE HOT STOCKED AFTER WELDING.

7 DETAIL--BRACE PLATE INSIDE HINGE ADJACENT TO HINGE WITHOUT HSS
S1.1, S1.2 SCALE: 3"=1'-0"

NO.	DATE	BY	DESCRIPTION	APP'D
1	08/21/2022	W. JUNE	DESIGNED BY	
2	08/21/2022		CHECKED BY	
3	08/21/2022		DATE	
4	08/21/2022		PROJECT NO.	

DESIGNED BY
S. KOSSELLA
CHECKED BY
D. OLSEN
DATE
08/21/2022
PROJECT NO.
24-18-031



SCALE:
HORIZ. AS NOTED
VERT. AS NOTED
NOTE: 1"=1'-0"
IF 1" DOES NOT MEASURE 1' ADJUST SCALES ACCORDINGLY

ReidMiddleton

728 134th Street SW Suite 200
Everett, Washington 98204
PH: 425.741-3800

CITY OF DES MOINES
REDONDO BOAT RAMP SOUTH FLOAT PROCUREMENT
SHEET TITLE:
FLOAT AND PILE HOOP SECTIONS AND DETAILS

SHEET NO.
S1.3

[illegible]

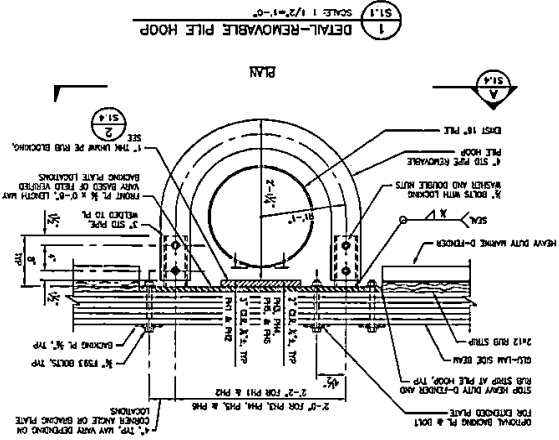
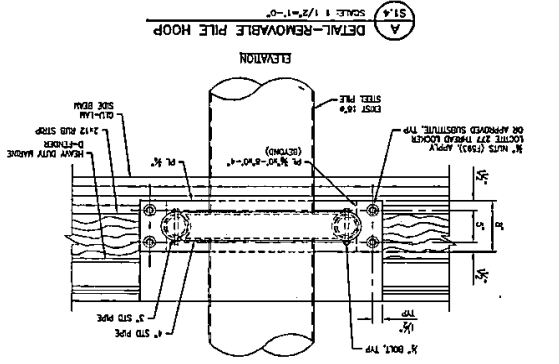
SCALE: AS NOTED
HORIZ. AS NOTED
VERT. AS NOTED
NOTE: 1" = 2'-0"
2" DOES NOT MEASURE 1" ADJUST SCALES ACCORDINGLY

Reid Middleton

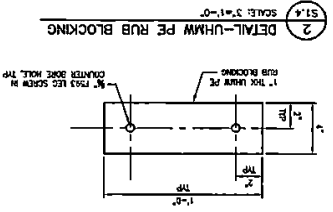
728 134th Street SW, Suite 200
Everett, Washington 98204
Ph: 425 741-3600

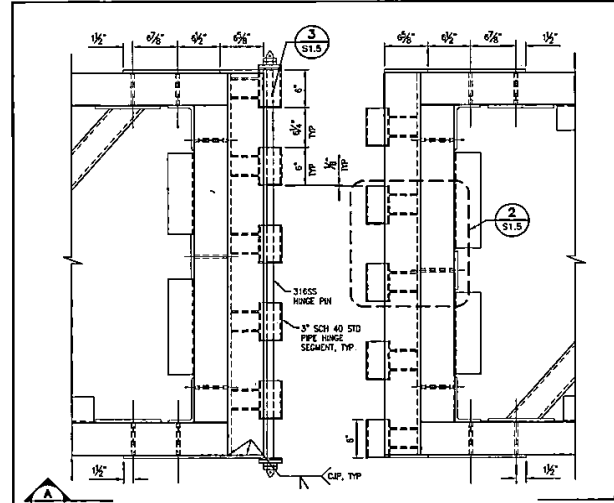
CITY OF DES MOINES
BOAT RAMP SOUTH FLOAT PROCUREMENT
PILE HOOP SECTIONS AND DETAILS

St.4

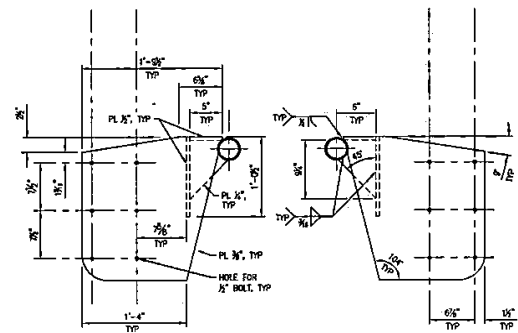


1. ALL STEEL PLATE SHALL BE ASTM A36.
2. ALL WELDS SHALL BE NOT BE GUNWELDED AFTER GUNWELDED.
3. ALL WOOD JOINT MEMBERS SHALL BE PRE-DRILLED TO ACCOMMODATE THIS JOINT ASSEMBLY.
4. WHERE PILE MOORS ARE REQUIRED, DETACHABLE MOOR LOCATIONS AND INSTALL DETACHABLE PILES PRIOR TO INSTALLING FLOTATION UNITS.
5. CONTRACTORS TO FIELD VERIFY PILE LOCATIONS FOR CORRESPONDENCE WITH PILE MOORS AND PILECAPS.

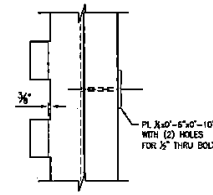




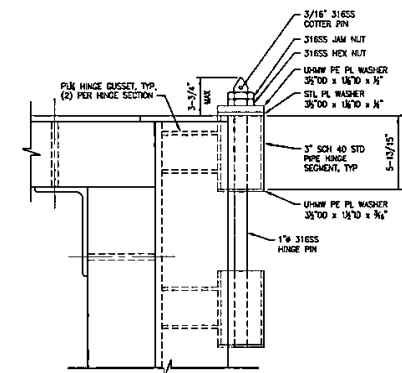
1 FLOAT TO FLOAT HINGE ASSEMBLY
S1.5 SCALE: 1 1/2"=1'-0"



A SECTION-HINGE END PLATE
S1.5 SCALE: 1 1/2"=1'-0"

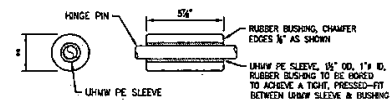


2 DETAIL-HINGE TOP PLATE NOTCH
S1.5 SCALE: 1 1/2"=1'-0"



- NOTES:
- HINGE PIN IS TO BE SECURED WITH DOUBLE-JAM NUT, AND SHALL BE FREE TO ROTATE AFTER INSTALLATION. DO NOT OVER-TIGHTEN, PREVENT GALLING.
 - END OF HINGE PIN IS TO HAVE A 30 DEGREE BEVEL, WITH 1/4" DIAMETER ROUNDED END TO FACILITATE INSERTION INTO HINGE BUSHINGS.
 - HINGE PIN IS TO HAVE ONE HOLE FOR COTTER PIN AT EACH END.

3 DETAIL-PIPE HINGE CONNECTION
S1.5 SCALE: 3"=1'-0"



** SIZE FOR SLAG FIT

4 DETAIL-PIPE HINGE BUSHING
S1.5 SCALE: 3"=1'-0"

- NOTES:
- ALL HINGE ASSEMBLY STEEL OTHER THAN STAINLESS STEEL SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
 - NEW APPROACH WEDGE HINGE TO BE FURNISHED BY CONTRACTOR AND INSTALLED BY OWNER. CONTRACTOR TO COORDINATE WITH OWNER TO FIELD VERIFY COMPATIBILITY WITH EXISTING APPROACH WEDGE AFTER EXISTING HINGE IS REMOVED.
 - OWNER SHALL TO REMOVE AND DISPOSE OF EXISTING APPROACH WEDGE HINGE. OWNER SHALL FIELD VERIFY LOCATIONS AND INTEGRITY OF INSERTS AND BOLT HOLES IN EXISTING APPROACH WEDGE.
 - NEW POST INSTALLED EPOXY ADHESIVE ANCHORS SHALL BE USED FOR APPROACH WEDGE HINGE ATTACHMENT. ANCHOR RODS SHALL BE 1/2" HAS-V-36 HRC OR OWNER APPROVED EQUIVALENT. EPOXY PRODUCT SHALL BE HELTI HT-RE 300-13 (EQR 3814) OR OWNER APPROVED EQUIVALENT.

NO.	DATE	BY	DESCRIPTION	APP'D
1	08/21/2022	W. JUNE	DESIGNED BY S. FONGELLA	
2	08/21/2022	W. JUNE	DESIGNED BY E. OLSEN	
3	08/21/2022	W. JUNE	DESIGNED BY W. JUNE	
4	08/21/2022	W. JUNE	DESIGNED BY W. JUNE	
5	08/21/2022	W. JUNE	DESIGNED BY W. JUNE	
6	08/21/2022	W. JUNE	DESIGNED BY W. JUNE	
7	08/21/2022	W. JUNE	DESIGNED BY W. JUNE	
8	08/21/2022	W. JUNE	DESIGNED BY W. JUNE	
9	08/21/2022	W. JUNE	DESIGNED BY W. JUNE	
10	08/21/2022	W. JUNE	DESIGNED BY W. JUNE	

DESIGNED BY: S. FONGELLA
 DRAWN BY: E. OLSEN
 CHECKED BY: W. JUNE
 DATE: 08/21/2022
 PROJECT NO: 24-19-021

SCALE: HINGE AS NOTED
 VERY AS NOTED
 NOTE: IF 1" DOES NOT MEASURE 1" ADJUST SCALES ACCORDINGLY

ReidMiddleton

728 134th Street SW Suite 200
 Everett, Washington 98204
 P: 425 741-3800

CITY OF DES MOINES
 REDONDO BOAT RAMP SOUTH FLOAT PROCUREMENT
 SHEET TITLE: FLOAT HINGE SECTIONS AND DETAILS

SHEET NO: S1.5

ADDENDUM NO. 1

July 29, 2002

PROJECT: Redondo Ramp South Float Replacement Project

This Addendum forms a part of the Contract Documents and modifies the original Bidding Requirements dated July 28, 2022 as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal Form. Failure to do so may subject the Bidder to disqualification.

TECHNICAL SPECIFICATIONS:

The City of Des Moines Marina will provide the six (6) pile hoops and backing plates called for on sheet no. S1.4 of the plans. To prevent any construction delays, the Marina staff will coordinate delivery of the pile hoops with the contractor. The hoops will be fabricated to the dimensions shown on the drawings posted as:

Addendum No. 1 – Pile Hoops – Pg. 3

Addendum No. 1 – Pile Hoops – Pg. 4

Sheet notes – Sheet No. S1.4

The City will be responsible for complying with Sheet Notes No.'s 1 and 2.

The Contractor will be responsible for complying with Sheet Notes No.'s 3, 4 and 5.

DRAWINGS:

The pile hoop sections and details on Sheet S1.4 and labeled:

1/S1.1 – Detail – Removable Pile Hoop

2/S1.4 – Detail – UHMW PE Rub Blocking

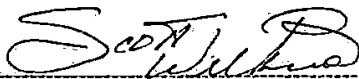
A/S1.4 – Detail – Removable Pile Hoop

are to be deleted and replaced with the drawings labeled:

Addendum No. 1 – Pile Hoops – Pg. 2

Addendum No. 1 – Pile Hoops – Pg. 3

Prepared by

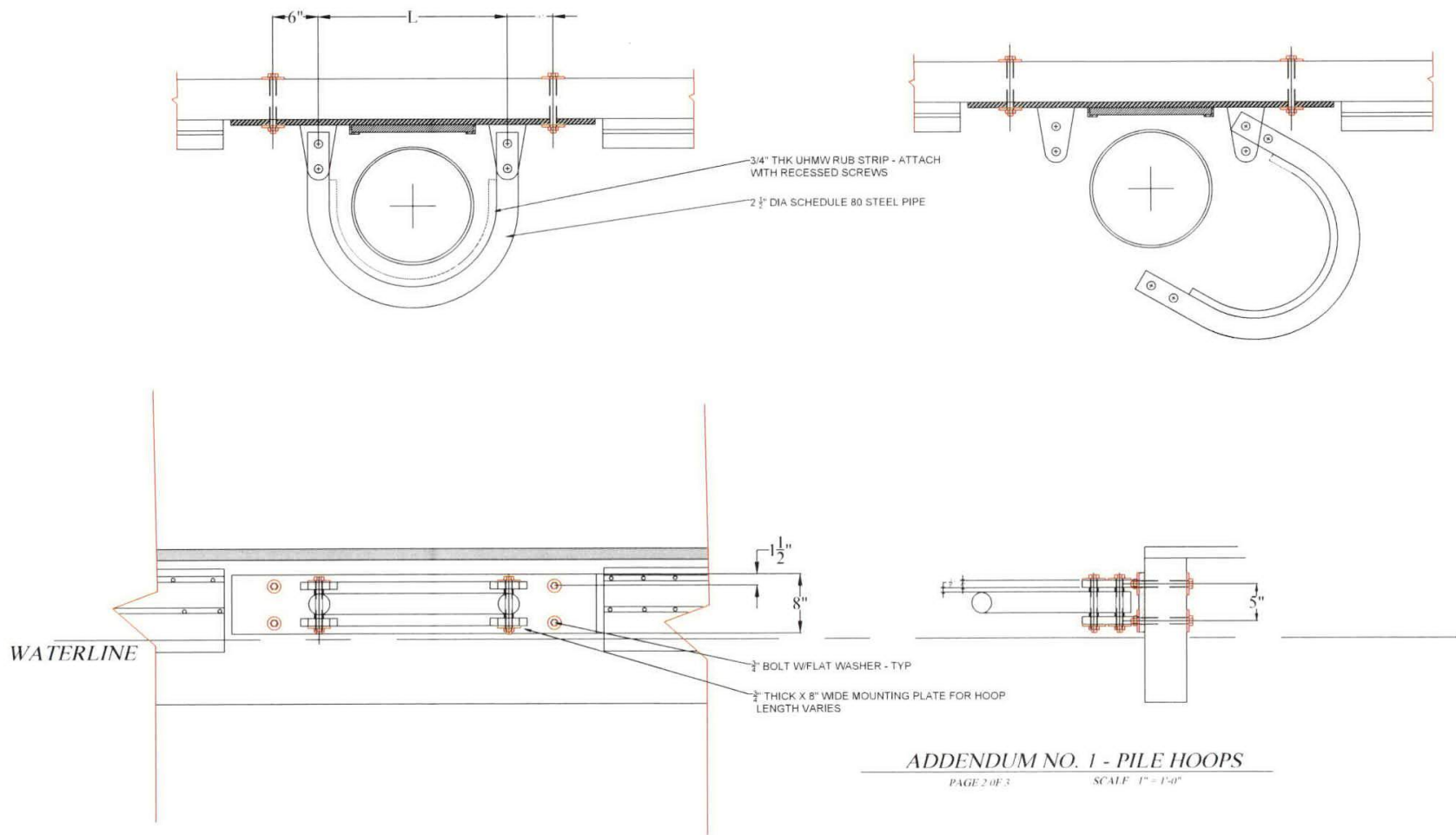


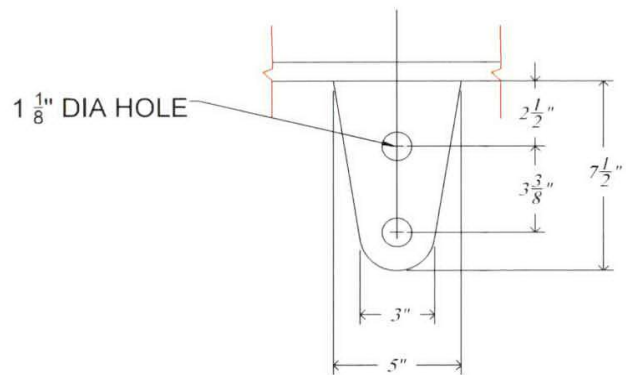
Scott Wilkins, Harbormaster
City of Des Moines Marina

Date: July 28, 2022

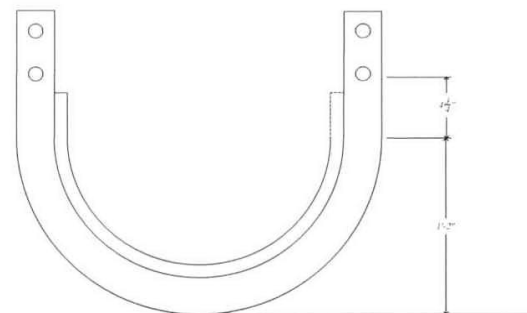
END OF ADDENDUM

Addendum No. 1
Page 1 of 3





SCALE: 3" = 1'0"



SCALE: 1 1/2" = 1'-0"

PILE HOOP "L" DIMENSION	
PILE HOOP	L DIMENSION
1	2'-2"
2	2'-4"
3	2'-8"
4	2'-8"
5	2'-2"
6	2'-2"

ADDENDUM NO. 1 - PILE HOOPS

PAGE 3 OF 3

SCALE: 1" = 1'-0"

CITY OF DES MOINES MARINA
REDONDO RAMP SOUTH FLOAT REPLACEMENT PROJECT

ADDENDUM NO. 2

ADDENDUM NO. 2

July 29, 2002

PROJECT: Redondo Ramp South Float Replacement Project

This Addendum forms a part of the Contract Documents and modifies the original Bidding Requirements dated July 28, 2022 as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal Form. Failure to do so may subject the Bidder to disqualification.

TECHNICAL SPECIFICATIONS:

This addendum makes the following changes to the Material Schedules on Plan Sheets S1.1 and S1.2

Plan Sheet S1.1 – Change to Material Schedule

Change Item # 17 from: 1/2" x 27" BOLT OR THREADED ROD WITH
(2) MALLEABLE WASHERS AND NUTS
FOR BOTTOM SPANNER ATTACHMENT

To: 1/2" x 8" STAINLESS STEEL LAG SCREW WITH
STAINLESS STEEL CUT WASHER. COUNTERBORE
BOTTOM SPANNER TO RECESS LAG SCREW HEAD
FLUSH WITH BOTTOM OF SPANNER.

Plan Sheet S1.2 – Change to Material Schedule

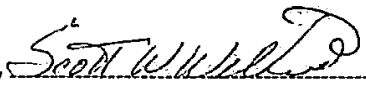
From: 1/2" x 27" BOLT OR THREADED ROD WITH
(2) MALLEABLE WASHERS AND NUTS
FOR BOTTOM SPANNER ATTACHMENT

To: 1/2" x 8" STAINLESS STEEL LAG SCREW WITH
STAINLESS STEEL CUT WASHER. COUNTERBORE
BOTTOM SPANNER TO RECESS LAG SCREW HEAD
FLUSH WITH BOTTOM OF SPANNER.

DRAWINGS:

The PLAN and SECTION drawings on Plan Sheets S1.1 and S1.2 show that the side beams are thru-bored vertically to accommodate 27 in. bolt. This will no longer be required. The bottom of the side beams can be pre-bored to accept the 1/2" x 8" stainless steel lag bolts that attach the bottom spanners to the side beams.

Prepared by


Scott Wilkins, Harbormaster
City of Des Moines Marina

Date: July 28, 2022

END OF ADDENDUM

Addendum No. 2

Page 1 of 1

ADDENDUM NO. 3

August 8, 2022

PROJECT: Redondo Ramp South Float Replacement Project

This Addendum forms a part of the Contract Documents and modifies the original Bidding Requirements dated July 28, 2022 as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal Form. Failure to do so may subject the Bidder to disqualification.

TECHNICAL SPECIFICATIONS:

The City of Des Moines Marina will provide the hinge pins that connect the hinge halves. The pins are not needed until the floats are installed so there will be no delays to the construction timeline due to this addendum. The contractor will still be responsible for inspecting all the hinges to make sure the halves will mate together properly.

The pipe segments of the Float Hinge Assemblies are to be fabricated using 3 in. SCH 40 STD Pipe.

The Marina can provide the contractor with a Hinge Assembly to use as a pattern if needed.

DRAWINGS:

Plan Sheet S1.5

Drawing No. 1 – Plan Sheet S1.5 – FLOAT TO FLOAT HINGE ASSEMBLY - Delete reference to “316SS HINGE PIN” and reference to Detail 3 – Plan Sheet S1.5.

Detail 3 – Plan Sheet S1.5 – DETAIL – PIPE HINGE CONNECTION is deleted along with Notes 1, 2 and 3.

Detail 4 – Plan Sheet S1.5 – DETAIL – PIPE HINGE BUSHING is deleted.

Prepared by K. Bevegni
Katy Bevegni, Assistant Harbormaster
City of Des Moines Marina

Date: August 8, 2022

END OF ADDENDUM

Addendum No. 3
Page 1 of 1

CITY OF DES MOINES MARINA
REDONDO RAMP SOUTH FLOAT REPLACEMENT PROJECT

ADDENDUM NO. 4

ADDENDUM NO. 4

August 18, 2022

PROJECT: Redondo Ramp South Float Replacement Project

This Addendum forms a part of the Contract Documents and modifies the original Bidding Requirements dated July 28, 2022 as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal Form. Failure to do so may subject the Bidder to disqualification.

TECHNICAL SPECIFICATIONS:

Sheet S1.1 - Material Schedule – Item No. 4

Delete – “5'-0” x 17'-0” FIBERGRATE SS16015 GRATING WITH E140 CLIPS – DARK GRAY”

Insert New Specification – “5'-0” x 17'-0” x 1” THK FIBERGRATE ECOGRATE 62 MOLDED GRATING WITH E-1 CLIP ASSEMBLIES – DARK GREY

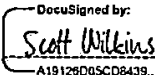
Sheet S1.2 - Material Schedule – Item No. 4

Delete – “5'-0” x 17'-0” FIBERGRATE SS16015 GRATING WITH E140 CLIPS – DARK GRAY”

Insert New Specification – “5'-0” x 17'-0” x 1” THK FIBERGRATE ECOGRATE 62 MOLDED GRATING WITH E-1 CLIP ASSEMBLIES – DARK GREY

DRAWINGS:

NO CHANGES TO DRAWINGS

Prepared by  _____
A19129D05CD8439.
Scott Wilkins, Harbormaster
City of Des Moines Marina

Date: August 18, 2022

END OF ADDENDUM

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Draft Ordinance 22-065, relating to speed limit enforcement in and around City parks

ATTACHMENTS:

1. Draft Ordinance 22-065

FOR AGENDA OF: January 12, 2023

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: January 5, 2023

CLEARANCES:

- ☐ City Clerk _____
- ☐ Community Development _____
- ☒ Courts *M. Patuck*
- ☐ Director of Marina Redevelopment _____
- ☐ Emergency Management _____
- ☒ Finance *Bob Kane*
- ☐ Human Resources _____
- ☒ Legal */s/ TG*
- ☐ Marina _____
- ☐ Police _____
- ☐ Parks, Recreation & Senior Services _____
- ☒ Public Works *Richard Olson*

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider the adoption of Draft Ordinance 22-065, which would amend the City Traffic Code to allow for the creation of speed zones in appropriate areas in or adjacent to City parks and to allow for the use of automated traffic safety cameras to detect speeding violations in such zones.

Suggested Motion

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 22-065 on first reading."

Motion 2: "I move to enact Draft Ordinance No. 22-065 authorizing the creation of Public Park Speed Zones and authorizing the use of automated traffic safety cameras to detect violations of Public Park Speed Zones."

Background

In the 2005 session, the State Legislature passed Engrossed Substitute Senate Bill 5060, which authorized local jurisdictions to use automated traffic safety cameras to enforce certain traffic violations that were felt to be particular threats to public safety. This authorizing legislation, codified at RCW 46.63.070, contains safeguards to protect privacy interests, address due process concerns, and to prevent automated traffic safety cameras from being deployed arbitrarily or primarily as a revenue generator. The violations that could be detected by automatic traffic safety cameras at that time were limited to school zone speed violations, red light violations at the intersection of two arterials, and railroad crossing violations.

In 2011, the Des Moines City Council enacted Ordinance no. 1512, authorizing the use of automated traffic safety cameras to detect speeding violations in school zones. After conducting comprehensive speed studies, the area on 16th Avenue South in front of Woodmont Elementary was chosen for the City's pilot program since the surrounding posted speed limit is 35 mph and traffic volumes through that school zone were higher than any other school zones in the City. The speed studies had shown an average of 100 to 130 speeding violations during peak pick-up and drop-off times during the day prior to installation of the cameras. Post installation, evaluation showed an 82% reduction in the number of speeding motorists going 6+ MPH through the Woodmont Elementary 20 MPH School Zone. Following the success of these first cameras, additional cameras were installed at Midway Elementary and Pacific Middle School.

Following the success of this program, the City Council enacted Ordinance no. 1647, which authorized the use of automated traffic safety cameras to detect red light violations at arterial intersections. Following a traffic safety study, three intersections were identified as particular risks for collisions due to red light running: Marine View Drive and S 216th St., SR 99 and S 216th St., and SR 99 and Kent-Des Moines Road. Following installation of cameras at those locations, there was a substantial drop in red light running violations, particularly at the Kent-Des Moines Road and SR 99 location.

Building on the success of automated traffic safety camera programs in decreasing traffic violations, the State Legislature enacted Engrossed Substitute Senate Bill 5974 in the 2022 session, which added to the permissible locations where the cameras can be used. Among the new applications are speed violations in a school walk area as defined by RCW 28A.160.160, hospital speed zones, and public park speed zones. "Public Park Speed Zones" were not previously defined by statute and are a creation of this bill, defined roughly as a posted area including and within 300 feet of public park property consistent with public park use.

Discussion

The Legislature has recognized that speeding in parks and the areas around parks is particularly dangerous given that parks are magnets for vulnerable populations and that active park use requires that drivers take care to avoid striking pedestrians. The Legislature's action shows clear intent that Cities with speeding issues around their parks to use automated traffic safety cameras to mitigate the problem.

If this Draft Ordinance should be adopted by the Council, the next step would be to identify areas that would qualify for designation as "Public Park Speed Zones" where there may be a public safety issues with speed. A traffic safety study would be conducted to determine whether camera enforcement is warranted. Should camera enforcement be warranted, the area could be appropriately signed, and staff would bring a request to the Council for authorization to contract with a vendor to install automated traffic safety cameras at the appropriate locations.

Alternatives

The City Council may:

1. Adopt the Draft Ordinance as presented
2. Adopt the Draft Ordinance with amendment(s)
3. Decline to pass the Draft Ordinance

Financial Impact

There will be costs to the City in conducting safety analysis of potential areas for safety camera enforcement and the posting of signage advising drivers that they are entering a Park Speed Zone. Should appropriate areas be identified for establishment of Park Speed Zones and camera enforcement, the costs to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions, could possibly be offset by the ticket revenue, as occurs with the City's existing School Zone and Red Light enforcement cameras. The excess revenue (if any) would be split 50-50 between the City, to be used for traffic safety purposes, and the State's Cooper Jones active transportation safety account.

Recommendation

Staff recommends adopting Draft Ordinance 22-065 as drafted.

Council Committee Review

This item was discussed at the November 3, 2022 Public Safety/Emergency Management Committee meeting.

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CITY ATTORNEY'S FIRST DRAFT 01/04/2023

DRAFT ORDINANCE NO. 22-065

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the Des Moines Traffic Code, authorizing the use of automated speed enforcement cameras to enforce violations of the speed limit in public park speed zones, authorizing the Public Works Director to post public park speed zone signs, amending DMMC 10.36.010, 10.36.020, 10.36.040, and 10.36.070, and adding a new section to DMMC chapter 10.20.

WHEREAS, pursuant to chapter 10.04 DMMC, the City adopted by reference the State's Model Traffic Ordinance which authorizes issuance of citations for violating the posted speed limit, and

WHEREAS, in 2005, the Legislature adopted Engrossed Substitute Senate Bill 5060, enacting RCW 46.63.170 which authorizes the use of automated traffic safety cameras to detect certain traffic infractions, including speeding in school zones and red light violations upon passage of a local ordinance authorizing the use of said automated cameras, and

WHEREAS, in 2012 the City Council adopted Ordinance 1512, authorizing the use of automated traffic safety cameras to detect speeding in school zones, codified at DMMC chapter 10.36, and

WHEREAS, in 2016 the City Council adopted Ordinance 1647, authorizing the use of automated traffic safety cameras to detect red light running infractions, codified at DMMC chapter 10.40, and

WHEREAS, in the case of both the school zone cameras and red light cameras, the City initially saw a large number of citations issued, followed by a significant decrease, reflecting a change of behavior by drivers at those location, and

WHEREAS, those who continue to be cited by reason of violating traffic laws and endangering public safety contribute to funding public safety functions, and

WHEREAS, in the 2022 session, the Legislature amended RCW 46.63.170 to expand the purposes and locations where automatic safety cameras may be deployed to detect traffic infractions, including the detection of speeding in "public park safety zones", as defined by the statute, and

WHEREAS, RCW 46.63.170 as amended defines a "public park speed zone" to include an area located within 300 feet of a public park that is consistent with active park use that is posted with signs advising drivers that they are within the zone, and

WHEREAS, some of the locations in the City with the most serious speeding issues are located in areas that would qualify for posting as public park speed zone, and

WHEREAS, excessive speed adjacent to public parks is especially dangerous due to the presence of vulnerable users such as children and seniors, and

WHEREAS, the City Council wishes to authorize the creation of public park speed zones and to authorize the use of automated traffic safety cameras to enforce the posted speed limit and protect vulnerable users from dangerous driving, and

WHEREAS, the City Council finds that the adoption of this Ordinance is necessary and proper to protect public safety and welfare; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. DMMC 10.36.010 and section 1(1) of Ordinance no. 1512 are amended to read as follows:

Definitions.

(1) Use of words and phrases. As used in this ordinance, unless the context or subject matter clearly requires otherwise, the words or phrase defined in this section shall have the indicated meaning.

(2) "Automated speed enforcement camera" means a device that uses a vehicle sensor installed to work in conjunction with a speed measuring device, and a camera synchronized to automatically record one or more sequenced photographs, microphotographs, or electronic images of the rear of a motor vehicle whenever a vehicle exceeds a speed limit in a school speed zone or a public park speed zone as detected by a speed measuring device.

(3) "Public park speed zone" means the marked area within public park property and extending 300 feet from the border of public park property (I) consistent with active park use; and (II) where signs are posted to indicate the location is within a public park speed zone.

Sec. 2. DMMC 10.36.020 and section 1(2) of Ordinance no. 1512 are amended to read as follows:

Authorized use.

(1) Consistent with the authority granted in RCW 46.63.170, City law enforcement officers and persons commissioned by the Chief of Police are authorized to use automated speed enforcement cameras and related automated systems only to detect and record the image of school speed zone violations or violations of the speed limit committed in a public park speed zone.

(2) Use of automated speed enforcement cameras is limited to taking pictures of the vehicle and vehicle license plate only, and only while an infraction is occurring. Pictures may not reveal the face of the driver or of passengers in the vehicle.

(3) Each location where an automated speed enforcement camera is used shall be clearly identified by the City Traffic Engineer with the posting of signage placed in a manner that

clearly indicates to a driver that the driver is entering a zone where traffic laws are enforced by an automated camera.

(4) Notwithstanding any other provision of law, all photographs, microphotographs and electronic images prepared under this ordinance and, as provided in RCW 46.63.170(1)(f), are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.

Sec. 3. DMMC 10.36.040 and section 1(4) of Ordinance no. 1512 are amended to read as follows:

Prima facie presumption.

(1) In a traffic infraction case involving an infraction detected through the use of an automated speed enforcement camera under this ordinance, proof that the particular vehicle described in the notice of traffic infraction was involved in a school speed zone violation or a violation of the speed limit committed in a public park speed zone, together with proof that the person named in the notice of infraction was at the time of the violation the registered owner of the vehicle, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

(2) This presumption may be overcome only if the registered owner states under oath, in testimony before the court, that the vehicle involved was, at the time, stolen or in the care, custody, or control of some person other than the registered owner.

Sec. 4. DMMC 10.36.070 and section 1(7) of Ordinance no. 1512 are amended to read as follows:

Penalty.

(1) The maximum penalty for infractions detected under authority of, and committed pursuant to, the provisions of this ordinance shall be two hundred fifty dollars (\$250.00). The monetary penalty for a violation of this ordinance is consistent with the authority of RCW 46.63.170 and shall not exceed the maximum amount of fine issued for other parking infractions within the City of Des Moines.

(2) Revenue from fines assessed under authority of this ordinance shall be used solely for traffic safety purposes or as otherwise provided by state law. For purposes of this section, the term "traffic safety purposes" may include, but is not limited to, the following:

(a) Personnel costs for employees or contractors who are involved in automated speed enforcement planning and

implementation, including professional services such as traffic engineering services;

(b) Personnel costs for employees or contractors who are involved in automated speed enforcement, court hearings, fine collection or other processing, including expert witness fees;

(c) Costs associated with training of employees or contractors involved with the automated speed enforcement program;

(d) Purchase and/or maintenance of equipment, including signage, related to the automated speed enforcement program;

(e) Costs associated with traffic safety projects in the Transportation Capital Fund unrelated to the automated speed enforcement program.

(3) When required by RCW 46.63.170, the City shall remit monthly to the state 50 percent of the noninterest money received for infractions issued under this Chapter for exceeding the speed limit within a public park speed zone in excess of the cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions, to the state treasurer to be deposited in the Cooper Jones active transportation safety account created in RCW 46.68.480.

New Section. Sec. 5. A new section is added to DMMC chapter 10.20 to read as follows:

Public park speed zones authorized.

The Public Works Director is authorized to post signs within the area located within public park property and extending 300 feet from the border of public park property consistent with active park use to clearly indicate to a driver that the driver is within a public park speed zone.

Sec. 6. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

Sec. 7. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

Ordinance No. ____
Page 5 of 5

PASSED BY the City Council of the City of Des Moines this
____ day of _____, 2022 and signed in authentication thereof
this ____ day of _____, 2022.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

Effective Date:

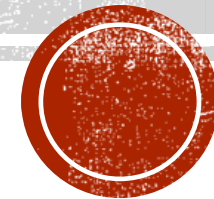
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DRAFT ORDINANCE NO. 22-065

SPEED CAMERA ENFORCEMENT IN PARK ZONES

Presentation by City Attorney Tim George

January 12, 2023



HISTORY OF AUTOMATED TRAFFIC CAMERAS

- Originally authorized by state legislature in 2005.
- Limited their use to school zones, red lights, and railroad crossings.
- Must be supported by traffic study justifying their use.
- Placed limits on camera technology based on privacy concerns.
- Local jurisdictions required to enact legislation approving their use.



HISTORY OF TRAFFIC CAMERAS IN DES MOINES

- In 2011, the City Council authorized use of traffic cameras in school zones.
- In 2016, the City Council authorized their use for red light running.



2022 LEGISLATIVE CHANGES

- In 2022, the legislature updated the law to allow for additional camera locations.
 - Public Park Zones
 - School Walk Areas
 - Hospital Zones



DRAFT ORDINANCE 22-065

- Authorizes use of Public Park Speed Zone camera enforcement in Des Moines.
- Defines Public Park Speed Zone
 - “Public park speed zone” means the marked area within public park property and extending 300 feet from the border of public park property (I) consistent with active park use; and (II) where signs are posted to indicate the location is within a public park speed zone.
- Sets aside 50% of the money received in excess of administration costs to be sent to the state transportation safety account.



NEXT STEPS

- Once approved, City staff will review City parks and adjacent streets.
- Potential sites for camera installation include the Redondo Boardwalk.



RECOMMENDED MOTIONS

- **Motion 1:** “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 22-065 on first reading.”
- **Motion 2:** “I move to enact Draft Ordinance No. 22-065 authorizing the creation of Public Park Speed Zones and authorizing the use of automated traffic safety cameras to detect violations of Public Park Speed Zones.”

