

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, May 6, 2021 - 5:00 PM

NOTE: The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 and Governor Inslee's Stay-at-Home order issued March 23, 2020 in response to the COVID-19 Pandemic. Accordingly, this meeting will be held virtually using Zoom.

Public Comment continues to be encouraged and will be accepted in the following manner:

- (1) In writing, either by email to the City Clerk's Office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 p.m. day of the meeting. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.
- (2) By participation via Zoom. If you wish to provide oral public comment please email the City Clerk's office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> no later than 4:00 p.m. day of the meeting to receive your Zoom log-in and personal identification number. Please note that Zoom attendees do not interact with one another; they join in listen-only mode until it is their turn to address the Council.

City Council meetings can also be viewed live on Comcast Channel 21 or live streamed on the City's website at www.desmoineswa.gov.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

CITY MANAGER REPORT

- SUMMER PROGRAMS UPDATE
Tentative, subject to recent governmental orders
- INTRODUCTION OF BUILDING OFFICIALS

CONSENT CALENDAR

Item 1. APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through April 30, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#162401-162450	\$ 294,337.31
Voided Check	#162204-162204	\$ (60.00)
Electronic Wire Transfers	# 1683-1695	\$ 556,771.18
Payroll Checks	# 19403-19404	\$ 1942.46
Payroll Direct Deposit	#160001-160140	\$ 373,989.47

Total Checks and Wires for A/P and Payroll: \$1,226,980.42

[Approval of Vouchers](#)

Item 2. APPROVAL OF MINUTES

Motion is to approve the February 11, February 18, March 04, March 18, April 08, and April 22, 2021 City Council Regular Meeting Minutes; and the April 15, 2021 City Council Study Session Minutes.

[Approval of Minutes](#)

Item 3. CONTRACT AWARD FOR DES MOINES CITY HALL HVAC REPLACEMENT PROJECT

Motion is to award the Public Works Contract for the Des Moines City Hall HVAC Replacement Project to Hermanson Company LLP in the amount of \$95,473.22, authorize the construction contract contingency in the amount of \$24,000.00, and additionally authorize the City Manager to sign the Public Works Contract substantially in the form as submitted.

[Contract Award for Des Moines City Hall HVAC Replacement Project](#)

Item 4. SOUTH SOUND BOATING SEASON OPENING DAY PROCLAMATION

Motion is to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 8, 2021.

[South Sound Boating Season Opening Day Proclamation](#)

Item 5. MARINA REDEVELOPMENT CONSULTING CONTRACTS
Motion 1 is to approve the draft Consultant Agreement with the Holmes Group, LLC, in an amount not to exceed \$46,550, for the purposes of providing consultant services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached.

Motion 2 is to approve the Task Order Assignment No. 4 with KPFF, in an amount not to exceed \$92,500, for the purpose of providing design and support services for Marina redevelopment, and authorize the City Manager to sign the Task Order Assignment substantially in the form as attached.

[Marina Redevelopment Consulting Contracts](#)

Item 6. **Motion 2** is to approve the Task Order Assignment No. 4 with KPFF, in an amount not to exceed \$92,500, for the purpose of providing design and support services for Marina redevelopment, and authorize the City Manager to sign the Task Order Assignment substantially in the form as attached.

Item 7. AGREEMENT WITH PACIFIC ENVIRONMENTAL SERVICES CO. – MARINA FUELING SYSTEM UPGRADES PHASE 1
Motion is to approve the contract with Pacific Environmental Services to complete Phase 1 of the Marina’s Fueling System Upgrades for the sum of \$80,440, including Washington State Sales Tax and authorize the City Manager to sign the agreement substantially in the form as attached and further to authorize a contingency of \$12,000 for the project.

[Agreement with Pacific Environmental Services Co. - Marina Fueling System Upgrades Phase 1](#)

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

PRESIDING OFFICER’S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

May 20, 2021 City Council Regular Meeting

ADJOURNMENT

May 6, 2021**Auditing Officer Certification**

Vouchers and Payroll 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 **May 6, 2021** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through April 30, 2021 and payroll transfers through April 20, 2021 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, Finance Director

			# From	# To	Amounts	
Claims Vouchers:						
Total A/P Checks/Vouchers			162401		162450	294,337.31
Voided Check			162204		162204	(60.00)
Electronic Wire Transfer			1683		1695	556,771.18
Total claims paid						851,048.49
Payroll Vouchers						
Payroll Checks		4/20/2021	19403	-	19404	1,942.46
Direct Deposit			160001		160140	373,989.47
Total Paychecks/Direct Deposits paid						375,931.93
Total checks and wires for A/P & Payroll						1,226,980.42

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MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
VIA ZOOM
February 11, 2021 – 5:00 p.m.**

CALL TO ORDER

Mayor Pina called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Deputy Mayor Mahoney.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, Anthony Martinelli, and Jeremy Nutting attended the meeting via Zoom.

Staff present: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegne; Assistant Police Chief Mark Couey; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Water Quality Specialist Tyler Beekley; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Emergency Preparedness Manager Shannon Kirchberg; Deputy City Clerk Taria Keane attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- Rick Michaels; Info Block
- Ali Tanner; Sound Transit Project
- Saundra Mock; Withholding Information from council
- Wesley Partch; Dangerous Intersection at 250th St. & 16th Ave.
- Alena Rogers; Blocking question and more
- Chuck Riess; Historic Masonic Home
- Tim Irwin; Des Moines Creek-West development

PRESIDING OFFICER'S REPORT

Item 1: STEVEN J UNDERWOOD MEMORIAL SCHOLARSHIP

Direction/Action

Motion made by Councilmember Nutting to donate \$1000 from the Councils Hearts and Minds Fund; seconded by Councilmember Bangs.
Motion passed 7-0.

ADMINISTRATION REPORT

- Item 1: Finance Director Wroe Introduced Deputy Finance Director Jeff Friend to Council
- Item 2: Des Moines Marina Tenant Association Meeting
- Item 3: Black History Month Proclamation
- Item 4: City Manager Matthias testified at the Port of Seattle in support of their acquisition of 14 acres of 509 Right-of-Way from Washington State Department of Transportation (WSDOT)
- Item 5: Emergency Preparedness Manager Kirchberg gave Council an update on COVID-19
- Item 6: Chief Operations Officer Brewer gave Council an update on the Downtown Marina District Beautification Program and Banner Program
- Item 7: Chief Operations Officer Brewer gave Council an update on being prepared for the upcoming snow storm
- Item 8: Assistant Director of Parks, Recreation and Senior Services Nordholm and Chief Strategic Officer Cezar gave Council a Parks and Recreation Program Update

CONSENT CALENDAR

- Item 1: APPROVAL OF MINUTES
Motion is to approve the January 21, 2021 City Council Regular Meeting Minutes.
- Item 2: VETS AND SENIORS AND HUMAN SERVICES LEVY (VSHSL) GRANT
Motion is to accept the King County Veterans Seniors and Human Services Levy (VSHSL) grant funding in the amount of \$329,094 for the African Diaspora Senior Hub, and authorize the City Manager to sign the grant agreement substantially in the form as submitted.
- Item 3: INTERGOVERNMENTAL LAND TRANSFER AGREEMENT BETWEEN KING COUNTY AND THE CITY OF DES MOINES FOR THE TRANSFER OF PROPERTIES, DRAINAGE FACILITIES AND EASEMENTS
Motion is to approve the Intergovernmental Land Transfer Agreement between the City of Des Moines and King County, and further authorize the City Manager to sign said Intergovernmental Agreement substantially in the form as submitted.
- Item 4: BLACK HISTORY MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing February as Black History Month.
- Item 5: WASHINGTON STATE FUTURE CITY REGIONAL COMPETITION
Motion is to approve the Proclamation recognizing the achievements of the Pacific Middle School students in the virtual Washington State Future City Regional Competition.
- Item 6: LODGING TAX ADVISORY COMMITTEE APPOINTMENT
Motion is to confirm the Mayoral appointment of Courtney Antram to the Lodging Tax Advisory Committee effective immediately.

- Item 7: **COMPENSATION FOR NON-REPRESENTED EMPLOYEES**
Motion is to adopt Draft Resolution No. 21-105 regarding compensation for non-represented employees from February 16, 2021 through December 31, 2021, which provides wage increases that are equitable and sustainable within the current 2021 City of Des Moines budget.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Deputy Mayor Mahoney.
Motion passed 7-0.

Councilmember Bangs read the Black History Month Proclamation into the record.

Mayor Pina read the Washington State Future City Regional Competition Proclamation into the record.

NEW BUSINESS

- Item 1: **WESLEY HOMES PEDESTRIAN BRIDGE AT 216TH STREET**
Staff Presentation: Public Works Director Brandon Carver

Public Works Director Carver gave Council a PowerPoint Presentation to Council

Direction/Action

Motion made by Mayor Pina to approve the general concept of a private pedestrian bridge over South 216th Street, owned and maintained by Wesley Homes, and direct Administration to prepare a draft agreement with Wesley Homes for a pedestrian bridge for future Council consideration; seconded by Councilmember Bangs.
Motion passed 6-1

For: Mayor Pina; Deputy Mayor Mahoney; Councilmembers Bangs, Buxton, Martinelli, and Nutting

Against: Councilmember Harris

- Item 2: **NORTH MARINA PARKING LOT BULKHEAD AND RESTROOM REPLACEMENT – ENVIRONMENTAL MITIGATION BANKING; EXELTECH CONSULTING DESIGN CONTRACT SUPPLEMENT AGREEMENT #2 AND #3**
Staff Presentation: Transportation & Engineering Services Manager
 Andrew Merges

Transportation & Engineering Services Manager Merges gave Council a PowerPoint Presentation

Direction/Action

Motion 1 made by Councilmember Nutting to approve the Agreement for Sale of Conservation Credits with Wildlands of Washington, LLC for Blue Heron Slough Conservation Bank discounted-service-acre-year (DSAY) credits as required by the US Army Corps Permit NWS-2018-492 and as certified by US NOAA National Marine Fisheries Service (NMFS) Reference Number WCRO-2020-0136, and further authorize the City Manager to sign said Agreement substantially in the form as submitted; seconded by Deputy Mayor Mahoney.
Motion passed 6-1

For: Mayor Pina; Deputy Mayor Mahoney; Councilmembers Bangs, Buxton, Harris, and Nutting

Against: Councilmember Martinelli

Motion 2 made by Councilmember Nutting to approve Supplemental Agreement #2 with Exeltech Consulting for the North Marina Parking Lot Bulkhead and Restroom Replacement project in the amount of \$64,849.82 to complete Phase I Design and Engineering, and further authorize the City Manager to sign said Agreement substantially in the form as submitted; seconded by Councilmember Buxton.
Motion passed 7-0.

Motion 3 made by Councilmember Nutting to approve Supplemental Agreement #3 with Exeltech Consulting for the North Marina Parking Lot Bulkhead and Restroom Replacement project in the amount of \$128,808.09 to complete Phase II Design and Engineering, and further authorize the City Manager to sign said Agreement substantially in the form as submitted; seconded by Councilmember Buxton.
Motion passed 7-0.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – (4 minutes per Councilmember) - 30 minutes

Councilmember Martinelli

- House Bill 1336
- Meetings on You Tube
- Public Safety & Emergency Management Committee Meeting

Councilmember Bangs

- Public Safety & Emergency Management Committee Meeting
- Des Moines Art Commission Meeting
- Des Moines Police Department Advisory Committee Meeting
- Senior Services Advisory Committee Meeting

Councilmember Nutting

- Municipal Facilities Committee Meeting
- Economic Development Committee Meeting

Councilmember Harris

- Black History Month Proclamation
- COVID-19 Vaccination
- Access to Advisory Committee Meetings

Direction/Action

Motion made by Councilmember Harris to require that all meetings of Statutory Boards, Commission, and Citizen Advisory Bodies shall be open to any member of the City Council as guests.

Mayor Pina ruled motion out of order.

Councilmember Buxton

- Public Issues Committee Meeting
- South King Housing and Homelessness Meeting
- Networking Meeting sponsored by Sound Cities Association
- Fly In with Congresswoman Pramila Jayapal hosted by the Port
- Domestic Violence Initiative Task Force
- Thank You To Sandy Gady from Washington State Future Cities

Deputy Mayor Mahoney

- Washington State Future Cities
- Commented on New Business Item #2

PRESIDING OFFICER'S REPORT

- Commented on New Business Item #2
- South King County Mayors Meeting
- Highline Forum
- Economic Development Committee Meeting
- Email from Comcast

NEXT MEETING DATE

February 18, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Deputy Mayor Mahoney.

The motion passed 7-0.

The meeting adjourned at 7:19 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM February 18, 2021 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Martinelli.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, Anthony Martinelli, and Jeremy Nutting attended the meeting via Zoom.

Staff present: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Assistant Police Chief Mark Couey; Master Police Officer Justin Cripe; Public Works Director Brandon Carver; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Emergency Preparedness Manager Shannon Kirchberg; Deputy City Clerk Taria Keane attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- Darrellyn Black, Hazard Pay
- Liz and Malcolm Burn, City Council & Committee Meetings
- Tad Doviak, Paving Residential Streets
- Delilah Flynn, The Masonic Home
- Barbara McMichael, WSDOT Property
- Ev and Rhonda Tustin, Landmark on the Sound

ADMINISTRATION REPORT

FINANCE PRELIMINARY 2020 CLOSE

- Moved to March 4th

RECOLOGY RANSOMWARE ATTACK

- City Manager Matthias addressed the Recology Ransomware Attack

SUMMARY OF AVIATION ACTIVITY

- City Manager Matthias update Council on the StART Committee

Direction/Action

Motion made by Mayor Pina to appoint Peter Philips to be the City's representative on the Port of Seattle's StART Committee; seconded by Councilmember Bangs.
Motion passed 6-1.

For: Mayor Pina; Deputy Mayor Mahoney; Councilmembers Bangs, Buxton, Martinelli, and Nutting.

Against: Councilmember Harris

HAZARD PAY FOR ESSENTIAL WORKERS

- This item was remanded to the Economic Development Committee

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through February 11, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#161952-162086	\$ 923,309.05
Electronic Wire Transfers	# 1593-1605	\$ 551,452.57
Payroll Direct Deposit	# 19396-19397	\$ 3,136.38
Payroll Checks	# 30001-30135	\$ 360,183.38
Payroll Direct Deposit	# 19398-19399	\$ 1,963.97
Payroll Checks	# 50001-50146	\$ 368,847.61

Total Checks and Wires for A/P and Payroll: \$2,208,892.96

Item 2: INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SEATAC, DES MOINES, COVINGTON, AND TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM

Motion is to authorize the City Manager to approve revised Exhibit A of the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington and Tukwila, accepting \$25,000 for maintenance and repair for the Minor Home Repair Program substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Councilmember Buxton.
Motion passed 7-0.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – (4 minutes per Councilmember) - 30 minutes

Councilmember Martinelli

- Recording Committee Meetings

Councilmember Bangs

- Commented on February 11, 2021 Council Meeting

Councilmember Nutting

- Thanked the Public Works Department for their efforts in keeping street clear and safe during recent snow storm

Councilmember Buxton

- Commented on February 11, 2021 Council Meeting

Councilmember Harris

- Association of Washington Cities Action Days
- Water District 54 Meeting
- Recording Committee Meetings
- StART (SEA Stakeholder Advisory Round Table)

Deputy Mayor Mahoney

- Regional Transportation Board Meeting
- Destination Des Moines Meeting
- Thanked Public Works Department for their efforts in keeping the streets clear and safe during recent snow storm

PRESIDING OFFICER'S REPORT

- Transportation Committee Meeting
- Environment Committee Meeting

NEXT MEETING DATE

March 04, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Bangs.

The motion passed 7-0.

The meeting adjourned at 5:48 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM March 04, 2021 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Bangs.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, Anthony Martinelli, and Jeremy Nutting attended the meeting via Zoom.

Staff present: Assistant Chief Mark Couey; and Deputy City Clerk Taria Keane

City Manager Michael Matthias; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Police Chief Ken Thomas; Public Works Director Brandon Carver; Principal Planner Laura Techico; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Emergency Preparedness Manager Shannon Kirchberg; City Clerk/Communications Director Bonnie Wilkins attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- Candace Dyson, Marina Parking
- Henry Evans, Marina Parking
- Beverly Harren, Greenside REC
- Kevin Isherwood, Marina Parking
- Sheri Knox, Marina Parking
- Vince Koester, Hazard Pay
- Mark and Cheryl Sperling, Parking Fees

PRESIDING OFFICER'S REPORT

- Introduction of Items for Council Consideration

ADMINISTRATION REPORT

COMMITTEE MEETING

- City Manager Matthias updated Council on Televising Committee Meetings

DRUG POSSESSION RECENT SUPREME COURT RULING

- Chief Thomas updated the Council on the recent ruling of the Washington Supreme Court

StART (SEA Stakeholder Advisory Round Table) UPDATE

- City Manager Matthias gave Council an update on StART

FINANCE PRELIMINARY 2020 CLOSE

- Finance Director Wroe gave a PowerPoint Presentation to Council on the financial condition of the City

RECOLOGY DES MOINES 2020 ANNUAL REPORT

- Government & Community Relations Manager Quinn Apuzzo, and Government Affairs & Community Relations Manager Erin Gagnon gave a PowerPoint Presentation to Council

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through February 24, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#162087-162141	\$ 335,737.72
Electronic Wire Transfers	# 1606-1624	\$ 906,607.69
Payroll Direct Deposit	# 70001-70141	\$ 372,771.00

Total Checks and Wires for A/P and Payroll: \$1,615,116.41

Item 2: DAY TO REMEMBER MASTER POLICE OFFICER STEVEN J UNDERWOOD PROCLAMATION

Motion is to approve the Proclamation recognizing March 7, 2021 as a day to remember Master Police Officer Steven J. Underwood.

Item 3: INTERLOCAL AGREEMENT (ILA) WITH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP) FOR THE PURPOSE OF POOLING RCW 82.14.540 SALES TAX RECEIPTS

Motion is to approve the Interlocal Agreement For the Purpose of Pooling Sales Tax Receipts with South King Housing and Homelessness Partners ("SKHHP") Cities to Administer Funds Under RCW 82.14.540 and to direct the City Manager to sign the agreement substantially in the form attached.

Item 4: LEASE WITH SATORI SOLUTIONS LLC, DBA CAREFREE BOAT CLUB OF SEATTLE

Motion is to approve the lease agreement with Carefree Boat Club for moorage, and authorize the City Manager to sign the agreement substantially in the form as attached.

Item 5: LEASE WITH MIKE RICE, DBA PUGET SOUND SAILING INSTITUTE LLC

Motion is to approve the lease agreement with Puget Sound Sailing Institute LLC for moorage and authorize the City Manager to sign the agreement substantially in the form as attached.

Direction/Action

Motion made by Councilmember Buxton to approve the Consent Calendar; seconded by Councilmember Nutting.
Motion passed 7-0.

Mayor Pina read the Day to Remember Master Police Officer Steven J Underwood Proclamation summary into the record.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – (4 minutes per Councilmember) - 30 minutes

Councilmember Bangs

- MRSC Training
- Municipal Facility Committee Meeting
- Des Moines Police Department Advisory Board Meeting
- Public Safety and Emergency Management Meeting

Councilmember Nutting

- Municipal Facility Committee Meeting
- Economic Development Committee Meeting

Councilmember Harris

- Commented on Consent Calendar Items 4 & 5
- Opening of Dat Creole Soul Restaurant
- Vision for Economic Development

Councilmember Buxton

- Commented on Consent Calendar Items 3, 4 & 5
SKHHP (South King Housing and Homelessness Partners) Board Meeting

Councilmember Martinelli

- Explained no Vote relative to the North Marina Parking Lot New Business item at the February 11, 2021 meeting
- New Business to Introduction of Items for Council Consideration

Deputy Mayor Mahoney

- Concerned for the Sound
- Supporting Business in our Community

NEXT MEETING DATE

March 18, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Deputy Mayor Mahoney.
The motion passed 7-0.

The meeting adjourned at 6:10 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM March 18, 2021 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Harris.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, and Anthony Martinelli attended the meeting via Zoom.

Councilmember Jeremy Nutting was absent.

Direction/Action

Motion made by Deputy Mayor Mahoney to excuse Councilmember Nutting; seconded by Councilmember Bangs.
Motion passed 6-0.

Staff present: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Assistant Police Chief Mark Couey; Public Works Director Brandon Carver; Transportation & Engineering Service Manager Andrew Merges; Economic Relief & Recourse Coordinator/Land Use Planner II Eric Lane; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Emergency Preparedness Manager Shannon Kirchberg; Deputy City Clerk Taria Keane attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- Rick Johnson, Redondo Parking Lot
- Sybil Davis, Des Moines Masonic Home

COMMENTS FROM THE PUBLIC via ZOOM

- Hope Steel, Redondo Pier, Restroom, Parking & Safety
- Ryan Hesselgesser, Field Rentals for South Highline National Little League
- Bill Willette, Redondo Parking Lot Security
- Lynnette Stevenson, Des Moines Masonic Home
- Barry Costello, Redondo Pier, Restroom, Parking Security and Safety

ADMINISTRATION REPORT

- Item 1: MARITIME HIGH SCHOOL
- Inaugural Principal of Highline Public Schools Tremain Holloway and Northwest Maritime Center Project Manager Stephanie Burns gave Council a PowerPoint Presentation.
- Item 2: PORT OF SEATTLE SOUTH KING COUNTY FUND
- Port of Seattle Staff Ilay Aden, Alison Beason and Andy Gregory gave Council a PowerPoint Presentation.
- Item 3: SOUND TRANSIT OPERATIONS & MAINTENANCE FACILITY SOUTH DRAFT ENVIRONMENTAL IMPACT STATEMENT
- Sound Transit Staff Andy Austin, Curvie Hawkins, and Chelsea Leavy gave Council a PowerPoint Presentation.
- Item 4: ILA WITH WATER DISTRICT 54 FOR 8TH AVE S WATER MAIN REPLACEMENT INSTALLATION (SOUTH 227TH STREET TO SOUTH 223RD STREET) & ILA WITH LAKEHAVEN WATER AND SEWER DISTRICT FOR S 272ND ST. AND VICINITY WATER MAIN REPLACEMENT PROJECT
- Public Works Director Carver provided Council with information on Consent Calendar Items #8 and #9.
- Item 5: AMERICAN RELIEF FUND
- City Manager Matthias gave Council an update that he and Legislative Advocate Anthony Hemstad are reading through the American Relief Fund Bill to understand the full breadth of possibility for the City of Des Moines.
- Item 6: RECOGNITION OF HARBORMASTER WILKINS ON 25 YEARS OF SERVICE TO THE CITY OF DES MOINES.

Councilmember Bangs left the Council Meeting at 6:35 p.m.

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
- Motion** is to approve for payment vouchers and payroll transfers through March 11, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#162142-162198	\$ 210,829.62
Voided Check	#161887-161887	\$ (1,500.00)
Electronic Wire Transfers	# 1625-1655	\$2,006,849.25
Payroll Checks	# 19400-19401	\$ 2,003.50
Payroll Direct Deposit	# 90001-90144	\$ 375,345.49

Total Checks and Wires for A/P and Payroll: \$2,593,527.86

- Item 2: PROPERTY ACQUISITION FOR MIDWAY PARK EXPANSION IN PACIFIC RIDGE (22128 AND 22120 28TH AVE. S)
Motion 1 is to ratify and approve the agreement for purchase of the properties at 22120 28th Ave S and 22128 28th Ave S in Des Moines, for the purchase price of \$900,000 plus closing costs for each property.

Motion 2 is to direct Administration to execute any agreements necessary to proceed with demolition of the structures on the properties at 22120 28th Ave S and 22128 28th Ave. S. in Des Moines, and to make other improvements as necessary to convert these residential properties to Park property, once the current tenants vacate.
- Item 3: PUBLIC DEFENDER SERVICE CONTRACT 2021-2023
Motion is to ratify and approve the contract with Stewart MacNichols Harmell, Inc. P.S. for indigent public defense services for the period March 1, 2021 through February 28, 2023.
- Item 4: WOMEN'S HISTORY MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing March as Women's History Month.
- Item 5: SOLE-SOURCE CONTRACT FOR THE PURCHASE OF THREE (3) GILBARCO LEGACY FUEL DISPENSERS FOR THE CITY OF DES MOINES MARINA'S FUEL DOCK
Motion 1 is to approve Draft Resolution No. 21-011 waiving state competitive bidding requirements for the purchase of three (3) Gilbarco Legacy Fuel Dispensers for the Marina's fuel dock.

Motion 2 is to approve the contract with Northwest Pump and Equipment Co for the purchase of three (3) Gilbarco Legacy Fuel Dispensers in the sum of \$53,189.29 with a contingency amount not to exceed \$5,000, and authorize the City Manager to sign the contract substantially in the form as attached.
- Item 6: ARTS COMMISSION APPOINTMENT
Motion is to confirm the Mayoral appointment of Alex Cunningham to a 3 year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2024.
- Item 7: DISPOSAL OF ABANDONED VESSELS WITHIN THE CITY OF DES MOINES MARINA
Motion is that City Council adopt Draft Resolution No. 20-017, authorizing the disposal of the abandoned vessels 'Sea Moana', (no valid identification numbers) and 'Nordic Lady' WN1263W in an appropriate, financially responsible, and environmentally sound manner.
- Item 8: ILA WITH WATER DISTRICT 54 FOR 8TH AVE S WATER MAIN REPLACEMENT INSTALLATION (SOUTH 227TH STREET TO SOUTH 223RD STREET)
Motion to approve the Interlocal Agreement between the City of Des Moines and Water District 54 regarding the 8th Ave S Water Main Installation (South 227th Street and South 223rd Street) Project and further authorize the City Manager to sign said Agreement substantially in the form as submitted.

- Item 9: ILA WITH LAKEHAVEN WATER AND SEWER DISTRICT FOR S 272ND ST. AND VICINITY WATER MAIN REPLACEMENT PROJECT
Motion is to approve the Interlocal Agreement between the City of Des Moines and Lakehaven Water and Sewer District regarding the S. 272nd St. and Vicinity Water Main Replacement Project, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.

Direction/Action

Motion made by Deputy Mayor Mahoney to approve the Consent Calendar; seconded by Councilmember Buxton.

Councilmember Buxton pulled Consent Calendar Item #5

The remainder of the Consent Calendar passed 5-0.

Council discussed Consent Calendar Item #5.

Motion made by Councilmember Buxton to approve Draft Resolution No. 21-011 waiving state competitive bidding requirements for the purchase of three (3) Gilbarco Legacy Fuel Dispensers for the Marina's fuel dock; seconded by Deputy Mayor Mahoney.
Motion passed 4-1.

For: Mayor Pina; Deputy Mayor Mahoney, Councilmembers Buxton and Harris.

Against: Councilmember Martinelli

Motion made by Councilmember Buxton to approve the contract with Northwest Pump and Equipment Co for the purchase of three (3) Gilbarco Legacy Fuel Dispensers in the sum of \$53,189.29 with a contingency amount not to exceed \$5,000, and authorize the City Manager to sign the contract substantially in the form as attached; seconded by Deputy Mayor Mahoney.
Motion passed 4-1.

For: Mayor Pina; Deputy Mayor Mahoney, Councilmembers Buxton and Harris.

Against: Councilmember Martinelli

Councilmember Buxton read the Women's History Month Proclamation into the record.

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

- Councilmember Harris introduced memorializing the Introduction of Items for Future Consideration to be included in Council Rules.

This item is already covered under Council Rules Number 9, *Council Meeting Agenda*. In addition, City Attorney George indicates that staff continues to keep a list of potential changes to Council Rules and this item will be added to the list when all updates to Council Rules are discussed at a later date, during a Study Session.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – (4 minutes per Councilmember) - 30 minutes

Councilmember Harris

- Hiring Process for Encouraging Diversity
- Community Engagement
- Reach Out Des Moines
- Redondo Project

Councilmember Buxton

- Community Engagement
- Commented on Consent Calendar Item #6
- Human Services Advisory Committee
- Best Starts for Kids Levy

Councilmember Bangs rejoined the Council Meeting at 7:01 p.m.

Councilmember Martinelli

- Rule Changes
- Thanked Presenters for tonight's meeting information
- Commented on Consent Calendar Item #5
- Committee meetings on YouTube

Councilmember Bangs

- Des Moines Art Commission Meeting
- Senior Services Advisory Committee Meeting

Deputy Mayor Mahoney

- Dat Creole Soul
- Poverty Bay Wine Festival – Virtual Event
- Go Zags who are playing in the Final Four NCAA Basketball Tournament

PRESIDING OFFICER'S REPORT

- Thanked Presenters for tonight's meeting information

NEXT MEETING DATE

April 8, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Bangs to adjourn; seconded by Deputy Mayor Mahoney.

The motion passed 6-0.

The meeting adjourned at 7:18 p.m.

Minutes Approved at the _____ Council Meeting

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM April 08, 2021 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, Anthony Martinelli, and Jeremy Nutting attended the meeting via Zoom.

Staff present: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegne; Human Resource Director Adrienne Johnson; Police Chief Ken Thomas; Commander Mike Graddon; Judge Lisa Leone; Court Administrator Jennefer Johnson; Public Works Director Brandon Carver; Planning & Development Service Manager Denise Lathrop; Economic Relief & Recourse Coordinator/Land Use Planner II Eric Lane; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; and Deputy City Clerk Taria Keane attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- There were no public comments

ADMINISTRATION REPORT

- ASSOCIATION OF WASHINGTON CITIES WELLNESS CAMPAIGN
- MARINA MASTER PLAN
 - o Chief Operations Officer Brewer, Harbormaster Wilkins, and Marina Consultants Mark Bunzel, and Leonard and Lorena Landon gave Council a PowerPoint Presentation.

- GOVERNMENT FINANCE OFFICERS ASSOCIATION AND MOODYS INVESTORS SERVICE
 - o Finance Director Wroe informed Council that the City of Des Moines received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting and that Moodys Investors Service commented that the City of Des Moines has a very strong economy and tax base.
- GROWTH TARGETS UPDATE
 - o Chief Strategic Officer Cezar gave a PowerPoint Presentation to Council.
- VAN GASKEN PARK LANDSCAPE DESIGN
 - o Public Works Director Carver informed a potential traffic calming, pedestrian crosswalk concept at 5th and S. 222nd.

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through March 31, 2021 in the attached list and further described as follows:
- | | | |
|---------------------------|----------------|---------------|
| Total A/P Checks/Vouchers | #162199-162282 | \$ 917,265.40 |
| Voided Check | #162006 | \$ (126.50) |
| Electronic Wire Transfers | #1656-1674 | \$ 758,226.08 |
| Payroll Direct Deposit | #110001-110140 | \$ 374,729.81 |
- Total Checks and Wires for A/P and Payroll: \$2,050,094.79
- Item 2: RESOLUTION 21-022; TEMPORARY ROAD CLOSURE AUTHORIZATION
Motion is to approve Draft Resolution 21-022, authorizing the Public Works Director to temporarily close City streets when necessary as a result of construction activities.
- Item 3: VAN GASKEN PARK LANDSCAPE DESIGN – TASK ORDER AMENDMENT
Motion is to approve a Formal Task Assignment 2020-02 Amendment 1 (Attachment 1) with KPFF Consulting Engineers in the amount of \$65,165.88 to complete the final design of the Van Gasken Park, and authorize the City Manager to sign the Assignment substantially in the form as attached.
- Item 4: SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.
- Item 5: PARKS, RECREATION & SENIOR SERVICES (PRSS) PLAN UPDATE – CONSULTANT CONTRACT WITH AHBL
Motion is to accept the AHBL contract in the amount of \$92,000 for the PRSS Master Plan Update, and authorize the City Manager to sign the contract substantially in the form as submitted.
- Item 6: SURPLUS PROPERTY – VEHICLES
Motion is to adopt Draft Resolution No. 21-019 declaring certain Police Department vehicles identified in Exhibit A as surplus and authorize disposal of said surplus vehicles by sale, auction, or trade-in as provided in DMMC 3.108.050.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Deputy Mayor Mahoney.

Councilmember Harris pulled Consent Calendar Item #3

The remainder of the Consent Calendar passed 7-0.

Council discussed Consent Calendar Item #3.

Motion made by Councilmember Nutting to approve Consent Calendar Item #3 as presented; seconded by Councilmember Bangs.
Motion passed 5-2.

For: Mayor Pina; Deputy Mayor Mahoney, Councilmembers Bangs, Buxton, and Nutting.

Against: Councilmember Harris and Martinelli.

Mayor Pina read the Women's History Month Proclamation summary into the record.

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

- Councilmember Martinelli requested a Rule Changed to be put on a future agenda to add Public Comment to Committee Meetings.

Councilmembers Buxton, Harris, and Martinelli supported this request.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – (4 minutes per Councilmember) - 30 minutes

Councilmember Nutting

- Economic Development Committee Meeting
- Municipal Facilities Committee Meeting
- Safety in School Zones

Councilmember Harris

- Marina Presentation
- DESC Meeting and Tour in Burien
- Highline Forum
- City Currents Passenger Ferry Article

Councilmember Buxton

- Des Moines Farmers Market Board Meeting
- South King Housing and Homeless Partners Board Meeting
- Growth Management Policy Board for PSRC (Puget Sound Regional Council) Meeting

Councilmember Martinelli

- City Currents Passenger Ferry Article
- Thanked Staff for tonight's presentation

Councilmember Bangs

- Diversity Advisory Group Meeting
- Police Department Advisory Board Meeting
- Public Safety/Emergency Management Committee Meeting
 - o Chief Thomas gave Council an update on the Co-Responder Behavioral Health Grant

Deputy Mayor Mahoney

- City Currents Passenger Ferry Article

PRESIDING OFFICER'S REPORT

- Dat Creole Soul Ribbon Cutting
- Economic Development Committee Meeting
- Destination Des Moines Virtual Wine Festival
- Highline Forum
- City Clerk of the Year – Bonnie Wilkins
- GFOA Certificate of Achievement Award
- Letter from a Community Member regarding our Police Department
- AWC WellCity Award

NEXT MEETING DATE

April 15, 2021 City Council Study Session

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Deputy Mayor Mahoney.

The motion passed 7-0.

The meeting adjourned at 7:06 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers VIA ZOOM April 15, 2021 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Buxton.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, and Anthony Martinelli attended the meeting via Zoom.

Councilmember Jeremy Nutting was absent.

Direction/Action

Motion made by Deputy Mayor Mahoney to excuse Councilmember Nutting; seconded by Councilmember Harris.
Motion passed 6-0.

Staff present: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; Chief Operations Officer Dan Brewer, City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Police Chief Ken Thomas; Public Works Director Brandon Carver; Economic Relief & Recourse Coordinator/Land Use Planner II Eric Lane; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; and Deputy Finance Director Jeff Friend attended the meeting via Zoom.

DISCUSSION ITEM

Item 1: STATE OF THE CITY

Presentation on the State of the City

BREAK

At 6:52 p.m. Mayor Pina called for an 8 minute break; the meeting resumed at 7:00 p.m.

Mayor Pina asked Council if they had any question on the State of the City presentation. Seeing none Mayor Pina asked if there was a motion to Adjourn.

NEXT MEETING DATE

April 22, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Deputy Mayor Mahoney to adjourn; seconded by Councilmember Bangs.

The motion passed 6-0.

The meeting adjourned at 7:02 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM April 22, 2021 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pina.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, Anthony Martinelli, and Jeremy Nutting attended the meeting via Zoom.

Staff present: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegne; Human Resource Director Adrienne Johnson; Police Chief Ken Thomas; Judge Lisa Leone; Court Administrator Jennefer Johnson; Probation Officer Melissa Patrick; Public Works Director Brandon Carver; Economic Relief & Recourse Coordinator/Land Use Planner II Eric Lane; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Emergency Preparedness Manager Shannon Kirchberg; and Deputy City Clerk Taria Keane attended the meeting via Zoom.

City Manager Michael Matthias and Councilmember Bangs read statements on the recent verdict of the Ex-Police Officer Derek Chauvin and the killing of George Floyd.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- There were no public comments

CITY MANAGER REPORT

- SUMMER PROGRAM UPDATE – Moved May 6, 2021

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through April 16, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#162283-162400	\$1,364,459.54
Electronic Wire Transfers	# 1675-1682	\$1,243,641.33
Payroll Checks	# 19402-19402	\$ 435.17
Payroll Direct Deposit	#130001-130146	\$ 373,658.42

Total Checks and Wires for A/P and Payroll: \$2,982,194.46

Item 2: CONTRACT WITH EHM WASHINGTON, LLC TO PROVIDE ELECTRONIC MONITORING SERVICES TO MUNICIPAL COURT FOR INDIGENT DEFENDANTS
Motion is to approve the Goods and Services Contract between the EHM Washington LLC and the City of Des Moines for electronic monitoring services for indigent defendants and further authorize the City Manager to sign the agreement substantially in the form as submitted.

Item 3: DES MOINES ACTIVITY CENTER INTERIOR FLOORING
Motion is to approve the Public Works Contract with NFI Enterprises, LLC in the total amount of \$93,837.73 for the Des Moines Normandy Park Activity Center re-flooring project, approve \$20,000.00 in construction contingency, and authorize the City Manager to sign the contract substantially in the form as submitted.

Item 4: AMENDMENT 2 TO THE WASHINGTON MULTI-CITY BUSINESS LICENSE AND TAX PORTAL AGENCY INTERLOCAL AGREEMENT (FILE LOCAL)
Motion is to authorize the City Manager to sign Amendment No. 2 to the Washington Multi-City Business License and Tax Portal Agency Interlocal Agreement extending the use of historical transaction counts, substantially in the form as attached.

Item 5: ADDENDUM NO. 1 TO THE INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH SERVICES
Motion is to approve Addendum No. 1 to the Interlocal Agreement for Emergency Dispatch Services between the City and Valley Communications, and authorize the City Manager to sign the Addendum substantially in the form as attached.

Item 6: SURFACE WATER CAPITAL PROJECTS – CONSTRUCTION CONTRACT AWARD
Motion 1 is to approve the award of the construction contract of the Surface Water Capital Projects to R.W. Scott Construction, in the amount of \$1,282,248.20 including sales tax, authorize a project contingency in the amount of \$128,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted.

Motion 2 is to approve the Task Order Assignment with Parametrix, that will provide construction management services for Schedule A - 6th Ave S and S 239th St Pipe Project in the amount of \$132,042.01, plus a contingency in the amount of \$13,000.00, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Motion 3 is to approve the Task Order Assignment with Parametrix, that will provide construction management services for Schedule B - Soundview/Redondo Beach Drive Pipe Project in the amount of \$66,104.64, plus a contingency in the amount of \$7,000.00, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Motion 4 is to approve the Task Order Assignment with Parametrix, that will provide construction management services for Schedule C/D - 8th Avenue (264th to 265th) Pipe Project in the amount of \$111,889.65, plus a contingency in the amount of \$11,000.00, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Motion 5 is to approve the Interlocal Agreement Amendment between the City of Des Moines and the Lakehaven Water & Sewer District, and further authorize the City Manager to sign said Interlocal Agreement Amendment substantially in the form as submitted.

Motion 6 is to direct Administration to submit a CIP budget amendment for the 8th Ave South (South 264th St to South 265th St) Stormwater Pipe Project to incorporate the Lakehaven Utility construction costs.

Item 7:

PORT OF SEATTLE ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT

Motion is to ratify and approve the Port of Seattle Economic Development Partnership Agreement (S-00320657).

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Councilmember Buxton.

Councilmember Harris pulled Consent Calendar Item #7.

The remainder of the Consent Calendar passed 7-0.

Council discussed Consent Calendar Item #7.

Amended Motion made by Councilmember Harris to amend the grant application to remove the sentence "In the past, the City of Des Moines, has aligned its efforts, with the Century Agenda" from the application; seconded by Councilmember Martinelli.
Amended Motion failed 2-5.

For: Councilmember Harris and Martinelli.

Against: Mayor Pina; Deputy Mayor Mahoney, Councilmembers Bangs, Buxton, and Nutting.

Motion made by Councilmember Bangs to approve the Consent Calendar Item #7 as presented; seconded by Councilmember Buxton.
Motion passed 5-2.

For: Mayor Pina; Deputy Mayor Mahoney, Councilmembers Bangs, Buxton, and Nutting.

Against: Councilmember Harris and Martinelli.

At 5:19 p.m. Council took an 11 minute break and the meeting resumed at 5:30 p.m.

EXECUTIVE SESSION

The Special Meeting was called to order by Mayor Pina at 5:30 p.m. via Zoom.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, Jeremy Nutting and Anthony Martinelli.

Others Present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Finance Director Beth Anne Wroe; Human Resource Director Adrienne Johnson; Police Chief Ken Thomas; Public Works Director Brandon Carver; City Clerk/Communications Director Bonnie Wilkins; and Real Estate Agent Janel Stoneback.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss the Performance of a Public Employee under RCW 42.30.110(1)(g) and Real Estate Acquisition under RCW 42.30.110(1)(b) –Executive Session was expected to last 75 minutes.

At 6:15 Public Works Director Brandon Carver; and Real Estate Agent Janel Stoneback left the meeting.

At 6:41 p.m. Mayor Pina extended the Executive Session until 7:15 p.m.

No formal action was taken.

The Executive Session lasted 1 hour and 45 minutes.

The meeting adjourned at 7:15 p.m.

The regular council meeting resumed at 7:16 p.m.

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

- There were no Items for Future Consideration

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – (4 minutes per Councilmember) - 30 minutes

Councilmember Martinelli

- Waterland Blog on response to the State of City Presentation

Councilmember Bangs

- No Comments

Councilmember Nutting

- Municipal Facilities Committee Meeting
- Economic Development Committee Meeting

Councilmember Harris

- Review of a public employee
- Pacific Coast Congress Harbormaster and Marina Conference
- Policy Concerns

Councilmember Buxton

- North Hill Community Market
- Park Clean-Up Program
- Sexual Assault Awareness Month 5K Run

Deputy Mayor Mahoney

- Destination Des Moines Meeting
- SCATBd Meeting
- Redondo Dive Clean-Up

PRESIDING OFFICER'S REPORT

- Environment Committee Meeting
- SR3 Ribbon Cutting
- Economic Development Committee Meeting

NEXT MEETING DATE

May 06, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Bangs.

The motion passed 7-0.

The meeting adjourned at 7:36 p.m.

Minutes Approved at the _____ Council Meeting.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Contract Award for Des Moines City
Hall HVAC Replacement Project

FOR AGENDA OF: May 6, 2021

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 13, 2021

ATTACHMENTS:

1. Public Works Contract
2. Proposal Results List
3. 2021 – 2026 CIP Project Worksheets

CLEARANCES:

- ☐ Community Development NA
- ☐ Marina NA
- ☐ Parks, Recreation & Senior Services NA
- ☒ Public Works R. R. [Signature]

CHIEF OPERATIONS OFFICER: [Signature]

☒ Legal /s/ TG

☒ Finance [Signature]

☐ Courts NA

☐ Police NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to request City Council approval of the Public Works Contract (Attachment 1) with Hermanson Company LLP for the Des Moines City Hall HVAC Replacement Project. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to award the Public Works Contract for the Des Moines City Hall HVAC Replacement Project to Hermanson Company LLP in the amount of \$95,473.22, authorize a construction contract contingency in the amount of \$24,000.00, and additionally authorize the City Manager to sign the Public Works Contract substantially in the form as submitted."

Background

In early 2017, the City worked with our facilities maintenance team to conduct an assessment and survey of existing HVAC equipment in order to prioritize replacement needs going forward. These particular units were installed in 1998 and were assumed to have a 20-year life. The City maintenance staff and contracted service provider have done their best to extend the service life of these units, however, it is the recommendation of staff that these units be replaced. Currently one of the three units has a failed compressor which staff has opted not to repair/replace pending the potential replacement of the entire units.

Discussion

On March 3, 2021, e-mail requests for proposals were solicited from six companies for a two week period via the MRSC Roster. Proposals were to be received by close of business on March 19, 2021. The City received four (4) proposals prior to the given deadline, with Hermanson Company LLP being the apparent lowest responsive proposer. The proposal results list is included as Attachment 2.

Staff has performed the necessary proposal evaluation and due diligence. Staff recommends awarding this Public Works Contract.

Alternatives

Council could choose not to award this Public Works Contract. Staff would incur repair costs for the current blown compressor and likely see future failures with the aged equipment.

Financial Impact

This project is funded with local funds. The adopted 2021 – 2026 CIP project worksheets are included as Attachment 3.

Recommendation

Staff recommends that Council approve the suggested motion.

Concurrence

Finance, Legal, and Public Works concur.



**PUBLIC WORKS CONTRACT
between City of Des Moines and
Hermanson Company, LLP**

THIS CONTRACT is made and entered into by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Hermanson Company, LLP organized under the laws of the State of Washington, located and doing business at 1221 2nd Ave N, Kent, WA 98032, (206) 617-4647, Jason Milliren (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 Exhibit "A" Scope of Work, attached hereto and incorporated herein by reference.

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, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work 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, including APWA General Special Provisions, if they are included,
- 5. Contract Plans,
- 6. Amendments to the Standard Specifications,
- 7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
- 8. Contracting Agency's Standard Plans (if any), and
- 9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

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 within **60 Working Days**. 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 \$86,715.00, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract per attached Exhibit "A". Total amount of contract, including applicable sales tax, not to exceed \$95,473.22. 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 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 **\$238.68** [*Liquidated Damages = (0.15*Contract Amount)/Time for Completion*] 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. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must

be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. HOURS OF LABOR. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. DAYS AND TIME OF WORK. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

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.

G. Notice of Cancellation

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

H. Failure to Maintain Insurance

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

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 - SEPARATE PAYMENT AND PERFORMANCE BONDS REQUIRED. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure 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 bonds 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/companies providing such bonds 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 bonds are 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 \$150,000.00, 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 bonds, elect to have the City retain 10% 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:	CITY OF DES MOINES:
By: _____ (Signature)	By: _____ (Signature)
Print Name: _____	Print Name: <u>Michael Matthias</u>
Its: _____ (Title)	Its: <u>City Manager</u> (Title)
DATE: _____	DATE: _____
	Approved as to Form: _____ City Attorney DATE: _____

NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
CONTRACTOR:	CITY OF DES MOINES:
Jason Milliren Hermanson Company, LLP 1221 2nd Ave N Kent, WA 98032 (206) 617-4647 (telephone) <u>jmilliren@hermanson.com</u> (e-mail address)	Scott J. Romano City of Des Moines 21650 11 th Avenue South Des Moines, WA 98198 (206) 870-6539 (telephone) <u>sromano@desmoineswa.gov</u> (e-mail address)

At the direction of the Des Moines
City Council taken at an open
Public meeting on _____.

PUBLIC WORKS PAYMENT BOND
to City of Des Moines, WA

Bond No. _____

The City of Des Moines, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

PUBLIC WORKS PERFORMANCE BOND
to City of Des Moines, WA

Bond No. _____

The City of Des Moines, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as _____ (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

EXHIBIT "A"

RE: REPLACEMENT OF (3) 7.5-TON SPLIT SYSTEM HEAT PUMPS @ CITY HALL – 21630 11TH AVE S

Scope of Work:

- Remove and dispose of the existing equipment per EPA regulations.
- Furnish and install (3) Trane 7.5-ton, high efficiency, dual compressor, heat pumps or (3) Carrier 7.5-ton two stage cooling, single pipe, scroll compressor heat pumps to replace existing units of same capacity.
- Furnish and install (3) Trane or (3) Carrier 7.5-ton air handlers with auxiliary heaters to replace the existing units.
- Furnish and install (3) Honeywell "Jade" economizer controls with low voltage Belimo actuators for the HP economizer systems.
- Modifications to the existing equipment pad(s) as necessary to accommodate the new outdoor equipment.
- Furnish and install new programmable thermostats and averaging sensors to replace the existing.
- Disassemble and reassemble the sheet metal in the mechanical room to provide access for the new air handlers. Fabricate and install new transitional ductwork (ducting to be insulated with 1" sound liner) and connect to the existing supply and return air ductwork, with new 2" filter racks and sealed covers, new 2" pleated filters.
- Install new duct smoke detectors, to be interlocked together.
- All new heat pumps to be installed on vibration isolators and secured to the equipment pad(s).
- Fabricate and install new auxiliary drain pans under the new air handlers, these pans to be equipped with overflow protection. Adapt to the existing condensate drain piping.
- Furnish and install (6) new refrigeration line sets connecting the air handlers with the outdoor heat pumps. Fabricate and install sheet metal covers for the outdoor exposed portions of the refrigeration lines.
- Furnish and install (2) new fused outdoor electrical disconnects to serve the new heat pumps (one was already replaced). Disconnect and reconnect the existing line voltage wiring at the air handlers and heaters.
- Low voltage provisions.
- Line voltage provisions, complete with new disconnects.
- Provide mechanical engineering services as required for stamped permit drawings and energy code forms.
- Mechanical, electrical, refrigeration, and low voltage permit provisions.
- Provide crane and operator.
- Equipment start-up and test for proper operation.
- Two-year parts and labor warranty.

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PROPOSAL RESULTS LIST

PROJECT NAME: 2021 DES MOINES CITY HALL SPLIT SYSTEM HEAT PUMP REPLACEMENT (3 -- 7.5 TON UNITS)

PROPOSAL DUE DATE: MARCH 19, 2021

PROPOSAL DUE TIME: CLOSE OF BUSINESS -- 4:30 PM

[illegible]

City Hall Heat Pumps



**CITY OF DES MOINES
2021-2026 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

City Hall Heat Pumps	Project # 506.715	Summary Project Description: Replace three (3) heat pumps currently serving the City Hall Buildings.
CIP Category: Building Facility Project		
Managing Department: Plan, Build & PW Admin		

Justification/Benefits: The existing three (3) heat pumps are nearing the end of the service life.

PROJECT SCOPE				ANNUAL ALLOCATION											
Expenditures	Current Budget	Requested Change	Total Budget	Project to Date 12/31/19	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026				
Design	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Land & Right of Way	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Construction	60	60	120	-	-	120	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	60	60	120	-	-	120	-	-	-	-	-	-	-	-	-
Funding Sources	Current Budget	Requested Change	Total Budget	Project to Date 12/31/19	Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026				
Facility Repair & Replace Fund Transfer	60	60	120	-	-	120	-	-	-	-	-	-	-	-	-
Total Funding	60	60	120	-	-	120	-	-	-	-	-	-	-	-	-
OPERATING IMPACT				ANNUAL OPERATING IMPACT											
Operating Impact			6 Year Total		2020	2021	2022	2023	2024	2025	2026				
Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: South Sound Boating Season Opening
Day Proclamation

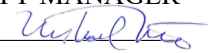
ATTACHMENTS:
1. Proclamation

AGENDA OF: May 6, 2021

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 29, 2021

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to recognize the official opening of the 2021 South Sound Opening Day of Boating Season.

Suggested Motion

MOTION: "I move to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 8, 2021.

Background:

The Des Moines Yacht Club has hosted an opening ceremony for over 50 years. The Des Moines Yacht Clubs present and past Commodores, and visiting Commodores from other South Puget Sound Yacht Clubs, participate in this annual celebration.

Due to the COVID-19 pandemic the 2021 opening of the South Sound Boating ceremony has been cancelled for 2021. The approval of the South Sound Boating Day proclamation shows support to the Des Moines Yacht Club and the Community that, as the threat of the pandemic passes celebrating sailing in Puget Sound is hopeful.

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City of Des Moines

CITY COUNCIL
21630 11th AVENUE S, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, the City of Des Moines wishes to recognize and celebrate the 2021 South Sound Opening Day of Boating Season, and

WHEREAS, the Des Moines Yacht Club has annually hosted the South Sound Opening Day of Boating Season ceremony which gathers the many south Puget Sound yacht clubs, along with Des Moines residents and their surrounding neighboring communities to participate and enjoy this ceremony, and

WHEREAS, a gathering for this ceremony is prevented due to the COVID-19 pandemic, and

WHEREAS, the recognition of the 2021 South Sound Opening Day of Boating remains a tradition for the Des Moines community, now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS May 8, 2021 as this year's

SOUTH SOUND OPENING DAY OF BOATING SEASON

and asks that the community joins in supporting the Des Moines Yacht Club's advocacy for the safe enjoyment of boating for all, and the promotion of the Des Moines waterfront amenities serving the South Sound boating community.

SIGNED this 6th day of May, 2021

Matt Pina, Mayor

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Marina Redevelopment Consulting
Contracts

ATTACHMENTS:

1. Consultant Services Contract with THG
2. Task Assignment 5 with KPFF

FOR AGENDA OF: May 6, 2021

DEPT. OF ORIGIN: City Manager

DATE SUBMITTED: April 29, 2021

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance *Catharine Wilson*

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael P. ...*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Consultant Agreement with the Holmes Group, LLC (THG) to provide services to accomplish the Scope of Work (Attachment 1), focusing on the preparation of a Request for Qualifications (RFQ) for Marina redevelopment, and approval of a Task Order with KPFF for Design Services in support of the RFQ (Attachment 2). The following motions will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to approve the draft Consultant Agreement with the Holmes Group, LLC, in an amount not to exceed \$46,550, for the purposes of providing consultant services for Marina redevelopment, and authorize the City Manager to sign the Agreement substantially in the form as attached."

Motion 2: "I move to approve the Task Order Assignment No. 4 with KPFF, in an amount not to exceed \$92,500, for the purpose of providing design and support services for Marina redevelopment, and authorize the City Manager to sign the Task Order Assignment substantially in the form as attached."

Background

In September of 2019, City Council directed staff to proceed with issuance of a Request for Qualifications (RFQ) for Marina redevelopment [Motion made by Councilmember Bangs, second by Councilmember Nutting] to direct staff to prepare an RFQ for a private developer for Marina Redevelopment. Motion passed 7-0. As staff, working with consultants began the process of developing the RFQ, the COVID pandemic appeared and constrained efforts to proceed. Staff, in consultation with consultants decided to wait to issue the RFQ, subject to the dynamic of the virus spreading. At this time, we believe it is an appropriate time to implement the direction of City Council and move forward with issuance of the RFQ, as strength in financial resources in the private sector has increased.

The City has conducted several large scale community input events (over 200 people attended the Argosy Community Open House in October 2017 and the Yacht Club Open House with over 300 people, in addition to working closely with the Des Moines Marina Association leadership and membership.

The City has previously engaged in two studies focusing on design feasibility and financial feasibility, in addition to the preliminary work, we have done a utility survey, geotech analysis, and identified land use permitting required for development.

Discussion

The City intends to contract with THG, LLC and KPFF to provide the following services:

The Consultant will complete Phase 3 of the Marina redevelopment work by developing (essentially updating) the (RFQ), emphasizing sustainable development options and public/private partnerships. The elements of work for the consultants are included in the attached **SOW**.

As part of the work in developing the RFP, KPFF will provide schematic design and conceptual renderings of the marina development. KPFF will also subcontract with Skylab, an Architectural Firm located on Portland, who has provided initial renderings and design work. The SOW will also focus on design options for the new building on Parcel B, south of the Marina Steps that will include dry stack storage, farmer's market all weather facility, Harbormaster's office and functions and various retail and other uses. The goal will be to integrate Parcel B into the Marina Steps design.

Financial Impact

The cost of these two contracts is \$139,000. The funds for this expenditure are found in the City Manager's budget Professional Services line item and fund balance as required.

Council Committee Review

This proposal and additional information regarding schematic design options were reviewed by the Council Economic Development Committee at their May 23rd, 2019 meeting and the Committee unanimously recommended to forward these items to the full City Council for consideration which occurred per the prior reference.

Recommendation

The City Manager recommends approval of the motions as written.

Concurrence

The City Attorney's Office, Harbormaster, Finance Department and PBPW concur.

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CONSULTANT SERVICES CONTRACT between the City of Des Moines and THG, LLC

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and THG, LLC organized under the laws of the State of Washington, located and doing business at 1324 N. Liberty Lake Road PMB 3661, Liberty Lake, WA 99019 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

See attached Scope of Work (Exhibit A)

Consultant further 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 those services are performed.

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Consultant shall complete the work described in Section I December 31, 2021.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$46,550 plus expense reimbursements for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

V. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant 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 Consultant'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 Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant 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 Consultant fails to request a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant 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 Consultant as provided in this section shall constitute Consultant's agreement to accept the adjustment, if any, and once paid, shall be a 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.

VI. CLAIMS. If the Consultant 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 Consultant may file a claim as provided in this section. The Consultant shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Consultant 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 Consultant unless a

timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Consultant'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 Consultant'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 Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant 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 Consultant'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. Consultant'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 Consultant 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 Consultant completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VII. LIMITATION OF ACTIONS. CONSULTANT 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 CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

VIII. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

IX. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor 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.

X. INDEMNIFICATION. Each party ("Indemnitor") shall defend, indemnify and hold the other party ("Indemnitee"), its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Indemnitor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnitee.

Indemnitee's inspection or acceptance of any of Indemnitor'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 Indemnitor and the Indemnitee, its officers, officials, employees, and volunteers, the Indemnitor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Indemnitor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

XI. INSURANCE. The Consultant shall procure and maintain for the duration of the Contract, 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 Consultant, its agents, representatives, or employees.

No Limitation. Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage

CONSULTANT SERVICES CONTRACT 4
(Various)

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. Consultant 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 and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance: Consultant 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.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage 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 Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

D. Verification of Coverage Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily

limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

XII. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

XIV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XV. WORK PERFORMED AT CONSULTANT'S RISK. Consultant 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 Consultant's own risk, and Consultant 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.

XVI. 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 agreement 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 X 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 this 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 Consultant.

F. 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, the terms of this Contract shall prevail.

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

I. 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.

J. 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.

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

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(Title)</i> DATE: _____	CITY OF DES MOINES: By: _____ <i>(signature)</i> Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> <i>(Title)</i> DATE: _____ Approved as to form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Robert J. Holmes THG, LLC 1324 N. Liberty Lake Road PMB 3661 Liberty Lake, WA 99019 (206) 999-2600 (telephone) Rholmes@thgadvisory.com (email)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Michael Matthias City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 (206) 870-6554 (telephone) MMatthias@desmoineswa.gov (email)

SCOPE OF WORK

CITY OF DES MOINES AND THG, LLC

1. Project Description: Include a brief description of the goal(s) and/or issue to be addressed with each project.

Since 2018, THG (with The Concord Group) has worked to deliver recommendations to the Des Moines City Council, City Manager, and City staff regarding development strategies and scenarios at the Des Moines Marina. In 2020, we completed an initial draft of a Request for Qualifications ("RFQ"), which was put on abeyance as the COVID-19 pandemic took hold around the country. THG has also sought out and toured potential hotel operators/owners, developers, tenants, and users. At this time, the City is seeking to update and finalize the RFQ document in order to alert the development community to the opportunity at the Marina and to generate Statements of Qualifications ("SOQ"). As part of the process, THG is assisting the City in preparing a video 'virtual tour' of the downtown, waterfront, the project, and the property.

In addition to funding and operating Marina Steps, the City is assessing the opportunity to design, develop, own, and operate the parcel immediately south of the planned Marina Steps with a variety of uses, including boat / dry-boat storage, the Harbormaster House, and the structure to house the farmer's market.

Building on our prior work, we will work with The Concord Group, City staff and its architects, and other team members to:

- a. Continue to follow up with interested developers, operators, users, and tenants (for example: Embarcadero Hospitality Group, Outdoor Research, SeaLevel, 192 Brewing, Columbia Hospitality, REI, Amazon, Vulcan, Tom Cody, etc.) to further interest and energy;
- b. Have a kick-off meeting (virtual) with City staff to review project objectives and requirements and including any background information relevant to COVID;
- c. Identify, with the City, required changes to the RFQ draft and to the Marina master plan;
- d. As needed, update relevant data/high-level analysis and story that will be included in the RFQ including impacts of COVID;
- e. Update and revise the copy (text) for the RFQ;
- f. Coordinate and communicate with the design team retained by the City to ensure alignment with their work and any new Exhibit for the RFQ. Provide input to the City as it prepares the Data Room that will be accessible to developers;
- g. Work with the team to identify and generate images, maps, and graphs suitable for the RFQ;
- h. Assist in preparation of distribution lists;
- i. If required, present the final draft of the RFQ to the City Council (assumed to be a virtual session);

- j. Assist the City in assessing SOQs;
- k. Participate in interviews of selected developers and/or provide feedback and recommendations to assist City in assessment and preparations for negotiations (assumes interviews held virtually);
- l. Separately from the RFQ creation and assessments, work with the City and team to develop potential plan for parcel immediately south of Marina Steps ("Parcel B").

We will finish the above scope of work through point "i" prior to the planned May/June 2021 RFQ distribution target, assuming timely responses from the City and project team.

The professional fee required is \$46,550. Expense reimbursement for travel and materials will be billed with no mark up.



Robert J. Holmes
THG, LLC

Michael Matthias
City of Des Moines

April 29, 2021
Date

Date

Formal Task Assignment Document

Task Number 05

The general provisions and clauses of Agreement 19-159 shall be in full force and effect for this Task Assignment.

Location of Project: Des Moines, WA

Project Title: Des Moines Marina Steps

Maximum Amount Payable Per Task Assignment: \$97,500 Lump Sum Fees

Completion Date: July 1, 2021

Description of Work:
(Note attachments and give brief description)

Scope of Services

Per your request, we submit this proposal to provide design services for the Des Moines Marina redevelopment including finalizing concept design to include for issuance of the RFQ for Phase 1 under our existing on-call contract. KPFF will act as prime consultant and provide civil and structural engineering design.

Prime Scope:

KPFF will coordinate with all subconsultants and review/issue monthly invoices for payment to the city through our on-call contract.

Civil Engineering Scope:

KPFF will review updated concept plans developed by Skylab and advise on civil engineering issues/opportunities for the two options. We will provide a conceptual design markup over the Skylab drawings for issuance in the RFQ. All markups will be via Bluebeam, no additional civil plans will be required.

Structural Engineering Scope:

KPFF will review updated concept plans developed by Skylab and advise on structural engineering issues/opportunities for the two options. We will provide a conceptual design markup over the Skylab drawings for issuance in the RFQ. All markups will be via Bluebeam, no additional structural plans or calculations will be required.

See Exhibit below for a more detailed description of scope and deliverables.

Exhibit A – Skylab Project Proposal

Exhibit B – Place Project Proposal

Exhibit C – Fee Summary

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

EXHIBIT A - SKYLAB PROPOSAL



ARCHITECTURE
INTERIOR DESIGN

413 SW 13TH AVE, STE 200
PORTLAND, OR 97205

SKYLABARCHITECTURE.COM

OFFICE 503 525 9315

PROJECT PROPOSAL

April 29, 2021

Michael Matthias
City Manager
City of Des Moines, WA
206.870.6554
mmatthias@desmoineswa.gov

Project Description

The Des Moines Marina Steps project is planned to create a public sustainable pedestrian connection between downtown and the waterfront located at existing 22237 Cliff Avenue S, Des Moines, WA 98198. This new Marina Steps and ramps will be designed for everyone to access the waterfront, learn about the history of the place, integrate stormwater management and build new connections with private development.

The Marina Steps are linked to downtown via 223rd Street. This street is planned to become a showcase for stormwater management and urban design. Water infiltration planters are planned to line the pedestrian walk creating a nature corridor between the city and Puget Sound. The planters in this future project will treat the 60 acre watershed east of the site.

The steps themselves are bookended by two future development sites; Parcel A to the north and Parcel B to the south. The pedestrian steps and ramps not only create an enjoyable promenade, but provide access to the future sites at each floor level. This access is accomplished by locating step and ramp landings at the appropriate elevation. The sensitive integration of indoor/ outdoor space creates an accessible and inclusive environment for tenants and visitors. The Marina Steps project can be constructed either stand alone or integrated with parcel development and bidding.

A Plaza will be developed in a future phase at the base of the steps celebrating the journey from the city center to the Marina itself. The Plaza will be developed in the aesthetic language of the steps and highlight the terminus of the journey from downtown. The Plaza will provide recreation and respite for users as well as providing a compelling backdrop for community events such as the farmers market.

The Marina Steps and Ramps will be composed of noble architectural materials in a contemporary and timeless language. A palette of concrete, stone, steel, and wood will create a neutral and tactile stage to highlight plantings and public art. Signage will be placed along the path to describe the water treatment techniques employed onsite and the value this process provides to the community and health of the Puget Sound ecosystem.



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Scope of Services

Skylab will provide design services for the Des Moines Marina Redevelopment including finalizing the masterplan concept design plan to include for issuance of the RFQ for Phase 1.

Parcel A

Update the potential for expansion of the Parcel A footprint into the marina area, revise plaza design with consideration for removal of the Harbor Master building, revise market layout with expansion of Parcel B footprint for dry dock storage and commercial tenant space.

Parcel B

Skylab and consultants will revise the masterplan concept design vision for Parcel B to incorporate the relocation of small boats into a dry dock storage building. The new Parcel B program will include commercial space above the storage space linked into the ramps and Marina Step design. The footprint of Parcel B will potentially be expanded closer to the waterfront based on desired capacity and proximity for access to the water.

The revised Parcel A and B development approach will included consideration for the following elements of the Marina Redevelopment plan:

Environmental – fundamental stewardship of relation to Sound

- SR3
- Salmon Habitat enhancement
- Improvements to outfall of Des Moines Creek
- Removal of docks enhancing light and flow within the Marina
- Create Urban Creek on 223rd to improve storm water quality release into the Sound
- Create Green Roof on building adjacent (to the North) of Marina Steps
- Water channel from 223rd for rooftop evapotranspiration

Recreation / Public space

- Greenway from Harbormaster's office to just north of Anthony's
- Marina leases for kayaks, etc.
- Interest of Outdoor Research to locate Maker space and lease equipment

Destination

- Farmer's Market all weather extension
- Close off 5th Avenue and provide access to Van Gasken property
- Metro shuttle - multimodal transportation access

Economic Development

- Quarterdeck
- Boutique Hotel
- Reconfigure current Harbormaster's office
- Pavilions in the Marina for events

Sustainability / Resilience – integrated into overall project design

- Energy efficiency (PSE)
- Resilient building materials
- Park benches with solar phone chargers and other amenities



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Marina improvements (water side)

Marina Steps

- Integration with 223rd / Marina floor
- Walkway design
- Integration with new building to the South

Infrastructure improvements

- Channel dredging (Emergency Management)
- Bulkhead renovation
- Construct facility to the south of the Marina Steps and integrated into the steps
- Green roof

Passenger Ferry Service

- Terminal location

Emergency Management

- Access to Sea-Tac Airport through improved roadway system
- Maritime landing access to north Marina parking lot
- Helicopter access to north Marina

MARINA STEPS – DEVELOPER RFQ

Provide revised masterplan design documents based on the owner-provided, mutually agreed-upon program to establish the preliminary design vision of the project included in the City of Des Moines Developer RFQ.

Activities	Deliverables
Progress meeting Team Coordination Call	▪ Review Developer RFQ final draft and overall project goals, including drawings and information provided for Developer RFQ ▪ Confirm final program and boundaries for Parcel A / B and Marina Steps and Ramps at the waterfront with integrated stormwater treatment
Masterplan design - Phase 1 Marina RFQ 100% design for RFQ	▪ Masterplan Design ○ (1) Marina Steps Design ▪ Site plan updates for parcel A configuration ▪ Revised Parcel A & B program areas ○ (1) additional artist design visualization image ○ Review of final copy and edits

Estimated Duration (3 weeks)



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MASTERPLAN DESIGN – Marina Redevelopment design

Provide design documents based on the owner-provided, mutually agreed-upon Marina Redevelopment program. The masterplan design shall establish the preliminary basis of design for the overall Marina Redevelopment project including the Marina waterside. Preliminary drawings will be presented in progress and at the end of this phase for (2) client review and approval meetings.

Activities	Deliverables
Masterplan Design #1 50% Progress Meeting Team Coordination Call	▪ Masterplan Progress Design Package ▪ Site plan (2-3 options) ▪ Program summary options ○ Presentation, review and approval of 50% Masterplan ▪ Meeting notes which capture client preferred design direction.
Masterplan Design #2 100% Final presentation Call	▪ 100% Masterplan documents ○ (1) Preferred Masterplan design ▪ (1) Site plan ▪ (1) Program summary parcel A and B + marina ▪ (2) additional artist design visualization images

Estimated Duration (6-8 weeks)

Project Costs

Architecture Design Services

The Architecture design fees for Skylab services are to be billed hourly not to exceed per the following:

Finalize design for Developer RFQ issuance

Masterplan Design updated plan with expanded Parcel A & B opportunities \$10,000

Marina Redevelopment - Parcel B, Adaptive Use Building

Masterplan Design including expanded redevelopment scope \$40,000

- Dry storage – relocation of small boats
- Potential public uses / relocate Market
- Commercial office tenant space above dry story in terraces ramps

Marina Redevelopment – Harbor Master relocation

\$10,000

- 1. Study option for existing building adaptive reuse
- 2. Study including offices in new Parcel B building
- 3. Redesign plaza based on removing the Harbor Master building

Marina Redevelopment - Design Renderings

- (2) Additional views of redesigned Parcel B and Plaza / Marke \$5,000

Total Skylab RFQ + Masterplan design fees

\$65,000



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Additional Services

Any work beyond the scope of this proposal shall be invoiced hourly in accordance with Skylab Architecture standard hourly rates. The following services are not included in this proposal:

- Additions or changes to the scope of basic services after design phase approvals as outlined in this proposal
- Coordination of Owner approved additional project consultants and their work
- Public Outreach meetings.
- Presentation Boards and renderings for additional Public Outreach meetings
- Graphic Design and Environmental Design for Wayfinding

All additional services requested by the owner or required by the project shall be invoiced at the Skylab Architecture standard hourly rates below. Additional services shall be pre-approved by the owner.

Principal Design Director	\$275 per hour
Principal Manager	\$225 per hour
Project Director	\$140 per hour
Project Architect	\$125 per hour
Interior Designer	\$125 per hour
3D Visualization	\$105 per hour
Production Designer	\$105 per hour
Administration	\$65 per hour

Project Timing

This proposal is based on estimated 6-8 weeks with no project schedule holds between phases.

Travel Costs

Time associated with travel other than trips specifically outlined in this proposal are additional services calculated as a day rate per travel day as an additional service. The day rate for Jeff Kovel is \$2250 and the day rate for all other Skylab Architecture staff is \$1250.

Consultant Services

Skylab Architecture based on Owner approval will coordinate the selection of project consultants required or deemed necessary for the project. Compensation for these consultants shall be invoiced as a reimbursable project expense based on the following:

Reimbursable Project Expenses

Reimbursable project expenses shall be invoiced at the actual cost. Reimbursable project expenses include, but are not limited to:

1. Travel related expenses, including airfare, per diem, taxi, hotels, and rental cars.
2. Consultants approved by the Owner
3. Material and project samples
4. Courier and delivery charges
5. Models requested by the owner
6. Hard copy progress drawing sets and permit drawing sets
7. 3D renderings requested by Owner \$2500 per image



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In-house plots, prints and copies shall be invoiced at standard industry cost and are not subject to markup.

Terms of Compensation

Monthly invoices of actual hours worked to date shall be invoiced at the beginning of every month and due upon receipt.

Agreement

Your signature indicates approval of this proposal. Work shall be authorized to begin on your project upon receipt of a signed copy of this proposal. This proposal is valid for 14 business days.

PROPOSED AGREEMENT BY:

Jeff Kovel, AIA, for Skylab Architecture

Date

AGREED TO BY:

Michael Matthias, City Manager, City of Des Moines

Date

EXHIBIT A - STANDARD TERMS AND CONDITIONS

ARTICLE 1 ARCHITECT'S SERVICES

§ 1.1 The Architect's services are as outlined in the attached project proposal. Any service that is requested by the Owner, or required due to circumstances beyond the Architect's control, that is not specifically outlined in the attached project proposal, will be billed as an Additional Service on an as-accrued labor and expense basis according to the Architect and its' Consultants' then-current fee schedules.

§ 1.2 All Owner-directed changes should be in writing specifying the change required. The Architect shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Owner to any one performing any of the Work.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Architect shall be entitled to rely on the accuracy and completeness of the information provided by Owner. Owner shall furnish required information as expeditiously as necessary.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf. The Owner or such authorized representative shall render decisions in a timely manner so as to ensure the orderly progress of the Work.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

PLACEHOLDER

EXHIBIT B - PLACE PROPOSAL



EXHIBIT C – Fee Summary

City of Des Moines 2020-2021 On-Call Civil Engineering Services

Task Order #05: Des Moines Marina Redevelopment Finalizing Concept Design for RFQ

04/29/2021

Task Order 05 – Fee Summary

CIVIL/STRUCTURAL/PRIME	KPFF, Seattle	\$15,000
ARCHITECTURE	Skylab Architecture	\$65,000
LANDSCAPE ARCHITECTURE	PLACE	<u>\$15,000</u>
Total Task Order #05		\$95,000
Reimbursable Expenses		\$2,500
TOTAL FEES + REIMBURSABLE		\$97,500

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Agreement with Pacific
Environmental Services Co. - Marina Fueling
System Upgrades Phase 1

FOR AGENDA OF: May 6, 2021

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: April 29, 2021

ATTACHMENTS:

1. Contract between the City of Des Moines and Pacific Environmental Services Co.
2. Quotation dated April 5, 2021 from Pacific Environmental Services Co.

CLEARANCES:

- ☐ Community Development NA
- ☒ Marina *SW*
- ☐ Parks, Recreation & Senior Services NA
- ☐ Public Works NA

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal /s/ TG
- ☒ Finance *Catherine W...*
- ☐ Courts NA
- ☐ Police NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation

The purpose of this agenda item is to request the City Council's approval of the attached agreement between the City and Pacific Environmental Services Co. to complete Phase 1 of the Des Moines Marina Fueling System Upgrades Project.

Suggested Motion

Motion: "I move to approve the contract with Pacific Environmental Services to complete Phase 1 of the Marina's Fueling System Upgrades for the sum of \$80,440, including Washington State Sales Tax and authorize the City Manager to sign the agreement substantially in the form as attached and further to authorize a contingency of \$12,000 for the project."

Background

In late 2019 marina staff solicited bids for various fuel systems upgrades. Bids were open on December 23, 2019, and only one bid was received from Saybr Contractors Inc. That bid was for \$645,494.30, 200% above the engineers estimate. On January 9, 2020 the City Council rejected the bid at the recommendation of the staff.

Staff reworked the overall project into three separate phases in order to better manage costs with distinct project tasks. The estimate for the combined total is about \$280,000 to complete all three phases of the project.

The fuel delivery lines on the main dock are the oldest in the system, originally installed in 1988, and as such, were selected to be replaced in "Phase 1". As originally planned, the first phase of the project would have:

- Replaced the original galvanized steel fuel delivery lines in the main dock between the cable carrier and the transition loops between the main dock and the fuel dock float.
- Replaced the pipes and valves in the solenoid valve shut-off sump behind the bulkhead.
- Replaced the current transition seals for the fuel lines at the face of the bulkhead with solid transition plates/seals.
- Replaced the outer containment/protection hose from the bulkhead to the cable carrier.
- Replaced the transition loops between the main dock and the fuel float.

In February of 2020 the Marina staff solicited proposals for Phase 1 of the upgrades. The only response was from Pacific Environmental Services Company from Port Townsend, WA and their proposed \$92,267, including Washington State Sales Tax. In early March of 2020, as the Marina staff was preparing the agreement with Pacific Environmental for Council review and approval, the country began shutting down as a result of the COVID-19 pandemic. At that time the project was put on hold.

In May of 2020, just as the boating season was beginning, one of the original galvanized steel fuel delivery lines on the main dock failed near the transition to the fuel dock. Staff contracted with Pacific Environmental to make emergency repairs to the fuel lines. Those repairs included replacing the delivery lines between the cable carrier at the bottom of the ramp to the transition loops between the main dock and the fuel float, and then beyond to the shut-off valve sump in front of the fuel shack. The emergency repair included replacing the transition loops and the total cost of the emergency repair was \$26,695. The majority of this emergency work was work that was included in the original proposal from Pacific Environmental.

Discussion

The marina is now in a better position to move forward with the Phase 1 project with Pacific Environmental Services. However, given the emergency work that was completed last year, and some other findings (listed below), the scope of work for Phase 1 must be revised.

During the past year, the Marina staff has had several discussions with the consulting engineers at Wood Harbinger that designed the upgrades to the system. During those discussions, it was decided that the lack of support for the fuel delivery lines between the bulkhead and the cable carrier was the main reason for the pre-mature failure of the bulkhead seals. To solve that problem, extra support brackets for the fuel lines at the bulkhead and on the ramp need to be added to the list of Phase 1 project tasks.

Another significant problem with the fuel delivery system that was to be addressed in the original Phase 1 proposal are the seals around the fuel delivery lines where they exit the bulkhead. The seals were installed in 2010 as part of the North Marina Combined Projects but had failed in recent years, allowing

salt water to infiltrate the upland part of the system. With replacing the seals, the following tasks still need to be done to complete “Phase 1”:

- Replace the current transition seals for the fuel lines at the face of the bulkhead with solid transition plates.
- Replace the pipes and valves in the solenoid valve shut-off sump.
- Replace the outer containment/protection hose from the bulkhead to the cable carrier.

Alternatives

1. Staff recommends that the Council approve the agreement with Pacific Environmental Services Co. and authorize the City Manager to sign the agreement.
2. The Council may decline to approve the agreement and give staff further direction.

Financial Impact

If the project had gone ahead as planned last year the work could have been completed for \$92,267, not including the extra brackets on the bulkhead and ramp. This year the estimate to complete Phase 1, including the extra support brackets and the emergency repairs is:

Emergency repairs – 5/2020	\$26,695
Updated proposal from Pacific Environmental proposal for Phase 1	<u>\$80,440</u>
	\$107,135

The staff attributes the cost increase, (\$14,868), to the addition of the extra brackets, upgrading the containment/protection hose from the bulkhead to the cable carrier to a better product and inflationary pressure in the construction industry in general.

The Marina Capital Improvement Plan allocated \$287,000 to finish all of the phases of the Fuel System Upgrades Project. Expenses to-date, including design & engineering and the emergency repairs are about \$100,000. The staff believes that this project to complete Phase 1 and the remaining phases can be completed within the allocated funds.

Recommendation

Staff recommends that Council approve the agreement with Pacific Environmental Co. authorizing the expenditure of \$80,440 and a contingency of \$12,000.

Concurrence

Finance, and Legal concur with this recommendation.

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GOODS & SERVICES CONTRACT between the City of Des Moines and Pacific Environmental Services Company

THIS CONTRACT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Pacific Environmental Services Company organized under the laws of the State of Washington, located and doing business at 8585 Hwy 20, Port Townsend, WA 98368 – 360-385-4221 (hereinafter the "Vendor").

CONTRACT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

As described in their proposal dated April 5, 2021 and attached to this agreement as Attachment No. 1 and by this reference made part of this agreement.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II. TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall complete the work and provide all goods, materials, and services within 90 days of the completion of this agreement.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed **Eighty Thousand Four Hundred Forty Dollars, (\$80,440)** including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

Pacific Environmental Services Co. will Invoice the City monthly for goods, materials and services provided in the preceding month.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A.** Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Contract, the City may obtain the goods, materials or services from other sources, and Vendor 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 these additional costs incurred to complete this Contract with other sources, from any and all amounts due or to become due the Vendor.
- B.** Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. PREVAILING WAGES. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Vendor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Vendor has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

VI. TERMINATION. Either party may terminate this Contract, with or without

cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract.

VII. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Contract. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Vendor 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 Vendor'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 Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor 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.

VIII. CLAIMS. If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor 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 Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Vendor'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 Vendor'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 Vendor is asserting a schedule change or disruption.

B. Records. The Vendor 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 Vendor'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. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor 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 Vendor 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 Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. VENDOR 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 VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X WARRANTY. This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor 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 part of the goods are repaired, 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 Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the

Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor 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.

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

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

XIII. INSURANCE. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein. Vendor shall obtain insurance of the type described below:

No Limitation. Vendor'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 Public Entity's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Vendor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations,

independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Vendor 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Vendor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor

shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

G. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

H. Notice of Cancellation. The Vendor shall provide the city with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Vendor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

J. Working On, Over, or Near Navigable Waters. This Contract involves work on or adjacent to and/or work contributing to commerce on Navigable Waters of the United States, as defined by the U.S. Code of Federal Regulations. The Contractor therefore shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act.

If the Contractor is working from barges or any other watercraft, owned or non-owned, the Contractor must maintain Protection and Indemnity (P&I) insurance providing coverage for actions of the crew to third parties in the amount of at least \$2,000,000 each occurrence or accident. The Public Entity shall be named by endorsement as an additional insured on the Contractor's Protection and Indemnity insurance policy. The Contractor must also provide proof of insurance coverage in compliance with the statutory requirements of the Merchant Marine Act of 1920 (Jones Act)..

XIV. WORK PERFORMED AT VENDOR'S RISK. Vendor 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 Vendor's own risk, and Vendor 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.

XV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject

to the City's general right of inspection to secure satisfactory completion.

XVI. 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. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Contract, then the following shall be the means for resolving the dispute:

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 XII 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 Vendor.

F. 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, the terms of this Contract shall prevail.

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

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

I. 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.

J. 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.

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

VENDOR:	CITY OF DES MOINES:
By: _____ (signature)	By: _____ (signature)

PACIFIC*Environmental*

SERVICES COMPANY

8585 HWY 20 ♦ P.O. Box 2049 Port Townsend, WA 98368 Office: (360) 385-4221 Fax: (360) 379-9395
13022 W. 18th Ave. ♦ P.O. Box 639 Airway Heights, WA 99001 Office: (509) 244-4898 Fax: (509) 244-4690
Contractor License; Washington: PACIFES103BR ♦ Oregon: CCB # 121494

===== FUEL SYSTEM SPECIALISTS =====

QUOTATION

CUSTOMER: CITY OF DES MOINES
SITE NAME: DES MOINES MARINA
SITE ADDRESS: 22307 DOCK AVE SOUTH
CITY, ZIP: DES MOINES, WA 98198

DATE: 04/05/2021

Pacific Environmental Services Company is pleased to submit our quotation for the following:

1. Mobilize equipment and labor jobsite. Secure work area with barricades and caution tape.
2. Blowback product lines to existing tanks.
3. Demo existing steel piping and fittings in transition sump.
4. Disconnect product piping at containment box located at gangway.
5. Remove (2) bulkhead fittings at seawall and carrier pipe from seawall to containment box at gangway. **(Carrier pipe will remain onsite for owner disposal.)**
6. Provide and install (2) new bulkhead fittings at seawall as per drawing provided by Des Moines Marina.
7. Provide and install new carrier pipe from containment box to seawall as per specifications provided by Wood Harbinger.
8. Provide and install (2) aluminum hanger brackets on gangway and (2) stainless-steel hanger brackets on seawall.
9. Provide and install (2) new stainless-steel solenoid valves and new stainless-steel pipe fittings and flanges in transition sump to replace existing carbon steel fittings.
10. Provide third party precision test for product lines.
11. Electrical: Provide electrical disconnect and reconnect for solenoid valves.
12. Cleanup jobsite and demobilize equipment and labor.

PRICE for Labor and Materials: **\$73,127.00**, plus sales tax and permits*.

This quoted price includes USL&H insurance per L&I requirements.

PRICES GOOD FOR 60 DAYS

EXCLUSIONS

1. Permit acquisition and fees if required
2. Handling and / or disposal of any contaminated water or soil
3. Marine craft for work on gangway and at seawall (price assumes Des Moines Marina will provide)
4. Provide new primary piping (existing primary piping will remain)
5. Disposal of existing carrier pipe.

(*) Permit fees and acquisition costs are extra. Permits acquired by PESCO will be billed at \$108.00/hr. for submittal drawings and man-hours required to gain approved permits, plus actual permit fees. Since no two permitting authorities charge alike, these costs are not included in this price for work outlined above.

PAYMENT TERMS: Customer will pay PESCO as follows:

- a) Balance in full upon completion of project.

CONTRACTOR'S GUARANTEE: We guarantee that all materials used on this job as specified above and that the entire job will be done in a neat workmanlike manner. Any variations from plan or alterations requiring extra labor and materials will be performed and billed in addition to the sum covered by this quote. Should rock, excessive water, sloughing, underground obstructions, or contaminated soil be encountered, Owner will be notified and job will proceed at time and material basis.

SIGNATURE OF PESCO REPRESENTATIVE

Date: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to supply the equipment and/or labor as specified. Payment will be made as outlined above. I understand that my acceptance of this quotation does not constitute an order until credit has been approved. I understand that PESCO may file a Right to Lien against this equipment/labor.

(Please print or type the name of person authorized to sign acceptance of proposal)

AUTHORIZED SIGNATURE

Date: _____

Quote provided by: Tom Carroll