

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, June 17, 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 completing a [council comment form](#) 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 complete the [council comment form](#) 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 meeting can also be viewed live on Comcast Channel 21/321 or on the City's [YouTube](#) channel.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

CITY MANAGER REPORT

Item 1. POLICE UPDATE

CONSENT CALENDAR

Item 1. APPROVAL OF VOUCHERS

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

Total A/P Checks/Vouchers	#162584-162642	\$ 421,716.05
Electronic Wire Transfers	# 1719-1732	\$ 717,823.81
Payroll Checks	# 19408-19408	\$ 435.03
Payroll Direct Deposit	#220001-220152	\$ 380,621.78

Total Checks and Wires for A/P and Payroll: \$1,520,596.67

[Approval of Vouchers](#)

Item 2. LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING PRIDE MONTH (LGTBQ) PROCLAMATION

Motion is to approve the Proclamation recognizing June as LGBTQ Pride Month.

[Lesbian, Gay, Bisexual, Transgender, Questioning Pride Month \(LGBTQ\) Proclamation](#)

Item 3. NORTH MARINA PARKING LOT BULKHEAD AND RESTROOM REPLACEMENT PROJECT: PUBLIC WORKS CONSTRUCTION CONTRACT AWARD AND CONSULTANT CONTRACT SUPPLEMENTAL AGREEMENT #5

Motion 1 is to direct administration to bring forward a budget amendment to the 2021-2026 Capital Improvement Plan and the 2021 Capital Budget to include the amended North Marina Parking Lot Bulkhead and Restroom Replacement Project, and the associated project modifications to: Barnes Creek Trail, S. 200th St & S. 199th St. Improvements (Segment 1), Beach Park Bulkhead, Promenade & Play Equipment/Water Feature, and the Arterial Traffic Calming as shown in (Attachment 1) and as described herein, and include such amendment in the next available budget amendment ordinance.

Motion 2 is to approve the Public Works Contract with Bergerson Construction, Inc. (Contractor), for North Marina Parking Lot Bulkhead and Restroom Replacement Project Base Bid Proposal, in the amount of \$9,493,859.71, not authorize award of Alternate A Bid Proposal, authorize a project construction contingency in the amount of \$850,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Motion 3 is to approve Supplemental Agreement #5 with Exeltech Consulting for the North Marina Parking Lot Bulkhead and Restroom Replacement project in the amount of \$965,437.05 for Construction Management and Inspection Services, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.

[North Marina Parking Lot Bulkhead and Restroom Replacement Project-Public Works Construction Contract Award and Consultant Contract Supplemental Agreement #5](#)

- Item 4. 24TH AVENUE PIPELINE REPLACEMENT/UPGRADE PROJECT
Motion 1 is to approve the Task Order Assignment with Parametrix for engineering design services for South 224th Street Storm Sewer Replacement project in the amount of \$46,222.54 plus a contingency in the amount of \$3,777.00, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Motion 2 is to direct Administration to submit a CIP budget amendment for the 24th Avenue South Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St) to incorporate the surface water design on South 224th Street.

[24th Avenue Pipeline Replacement-Update Project](#)

- Item 5. 2021 DES MOINES FARMERS MARKET AGREEMENT
Motion is to approve the Agreement with the Des Moines Farmers Market for the 2021 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina on Saturdays from June through October, and other market days throughout the year as may be approved by the City Manager, and authorize the City Manager to execute the Agreement substantially in the form as attached.

[2021 Des Moines Farmers Market Agreement](#)

NEW BUSINESS

WRIA 9 SALMON HABITAT PLAN 2021 UPDATE ADOPTION
Staff Presentation: Loren Reinhold - Surface Water & Environment Engineering Manager

[WRIA 9 Salmon Habitat Plan 2021 Update Adoption](#)

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION
10 Minutes

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

July 8, 2021 City Council Regular Meeting

ADJOURNMENT

June 17, 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 **June 17, 2021** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through June 11, 2021 and payroll transfers through June 4, 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:



Jeff Friend, Deputy Finance Director

		# From	# To	Amounts
Claims Vouchers:				
Total A/P Checks/Vouchers		162584	162642	421,716.05
Voided Check				0.00
Electronic Wire Transfer		1719	1732	717,823.81
Total claims paid				1,139,539.86
Payroll Vouchers				
Payroll Checks	6/4/2021	19408	-	435.03
Direct Deposit		220001	220152	380,621.78
Total Paychecks/Direct Deposits paid				381,056.81
Total checks and wires for A/P & Payroll				1,520,596.67

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Lesbian, Gay, Bisexual, Transgender,
Questioning Pride Month (LGBTQ) Proclamation

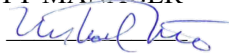
FOR AGENDA OF: June 17, 2021

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: June 10, 2021

ATTACHMENTS:
1. Proclamation

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

The purpose of this agenda item is to recognize June as LGBTQ Pride Month.

Suggested Motion

Motion: "I move to approve the Proclamation recognizing June as LGBTQ Pride Month."

Background

This year's proclamation recognizes the work of the Washington Legislature in passing SB5313, the Gender Affirming Treatment Act, sponsored by Senator Marko Liias (D-Everett), and with the backing and the advocacy of several grassroots organizations working for the wellbeing of the transgender community in the state. This year is also the 30th anniversary of Executive Order 91-06 signed by Governor Booth Gardner in 1991, which recognizes sexual orientation as a protected class in the state for the first time as well as the 30th anniversary of the first Capital City Pride in our capital city of Olympia, the first such Pride celebration outside of the City of Seattle. Today the Seattle Pride Parade is the fourth largest in the country, attracting an estimated 500,000 members of the LGBTQIA+ community, friends and allies. The Parade provides the entire community an opportunity to celebrate the present, envision the future and honor the past.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Des Moines Administration supports the approval of this proclamation.

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City of Des Moines
CITY COUNCIL

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



Proclamation

WHEREAS, Washington State recognizes that one of its greatest strengths is the diversity of its people; and

WHEREAS, Washington State has a long standing tradition of upholding the dignity of the individual, supporting legal equality and faith treatment for all people, and ensuring that acts of discrimination and hatred will not be tolerated; and

WHEREAS, members of the lesbian, gay, bisexual, transgender, and questioning (LGBTQ) contribute to our state's success and strengths in a great number of immeasurable ways; and

WHEREAS, the LGBTQ community continues to be a target of violence, harassment, and discrimination by many and yet continue to thrive through the efforts of the community itself and through the support of LGBTQ-affirming spaces, agencies, and individual allies; and

WHEREAS, discrimination based on sexual orientation and gender identity is often compounded with discrimination on the basis of race, immigration status, religion, disability, and age, among others; and

WHEREAS, while nationwide trends continue to highlight the targeting and discriminate against members of the LGBTQ community, Washington State continues to lead in affirming the lives and values of LGBTQ individuals through action such as the passage of Gender Affirming Treatment Act, prohibiting health insurers from denying or limiting coverage for gender-affirming care services on the basis of gender identity or expression; and

NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS June
as

Lesbian, Gay, Bisexual, Transgender and Questioning Pride Month

and encourage all people in our state to join in celebrating diversity, and promoting inclusion and equal protection under the law, and further encourage people to join us in eliminating discriminatory policies and practices toward any culture, race, or group.

SIGNED this 17th day of June, 2021.

Matt Pina, Mayor

The Waterland City

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: North Marina Parking Lot Bulkhead
and Restroom Replacement Project:
Public Works Construction Contract
Award and Consultant Contract
Supplemental Agreement #5

AGENDA OF: June 17, 2021

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 10, 2021

ATTACHMENTS:

1. CIP Project Budget Worksheet(s)
2. Public Works Contract
3. Bergerson Bid Proposal
4. Local Agency A&E Professional Services
Supplemental Agreement #5 (Exeltech
Consulting)
5. Bid Tabulation(s)
6. Award Recommendation Letter
7. Enacted Washington State Substitute House
Bill 1080 2021-23 Capital Budget Excerpt

CLEARANCES:

[X] Community Development *Susan M. Coy*
[] Marina N/A
[] Parks, Recreation & Senior Services N/A
[X] Public Works *R. H. ...*

CHIEF OPERATIONS OFFICER: _____

[X] Legal /s/ TG
[X] Finance *Colleen W...*
[] Courts N/A
[] Police N/A

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

Purpose and Recommendation:

The purpose of this agenda item is for City Council to direct administration to bring forward an amendment to the 2021-2026 Capital Improvement Plan and 2021 Capital Budget, (Attachment 1), seek authorization of a Public Works Contract, (Attachment 2), with Bergerson Construction, Inc., and to seek authorization for a Supplemental Agreement #5 with Exeltech Consulting for Construction Administration and Inspection Services for the North Marina Parking Lot Bulkhead and Restroom Replacement Project (Attachment 4).

Suggested Motions

Motion 1: "I move to direct administration to bring forward a budget amendment to the 2021-2026 Capital Improvement Plan and the 2021 Capital Budget to include the amended North Marina Parking Lot Bulkhead and Restroom Replacement Project, and the associated project modifications to: Barnes Creek Trail, S. 200th St & S. 199th St. Improvements (Segment 1), Beach Park Bulkhead, Promenade & Play

Equipment/Water Feature, and the Arterial Traffic Calming as shown in (Attachment 1) and as described herein, and include such amendment in the next available budget amendment ordinance.”

Motion 2: “I move to approve the Public Works Contract with Bergerson Construction, Inc. (Contractor), for North Marina Parking Lot Bulkhead and Restroom Replacement Project Base Bid Proposal, in the amount of \$9,493,859.71, not authorize award of Alternate A Bid Proposal, authorize a project construction contingency in the amount of \$850,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Motion 3: “I move to approve Supplemental Agreement #5 with Exeltech Consulting for the North Marina Parking Lot Bulkhead and Restroom Replacement project in the amount of \$965,437.05 for Construction Management and Inspection Services, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.”

Background

The existing North Marina Bulkhead was constructed in 1979 and consists of timber lagging supported by timber piling anchored to the shore utilizing a timber waler and deadman anchor system which is fronted by a rock slope for wave and tide protection. In the current condition, these timber elements exhibit noticeable degradation, decomposition, and in some instances failure. Such failure includes situations where the deadman anchor system is no longer constrained by timber walers which is intended to restrain lateral earth pressures. Additionally, situations exist where there are apparent visible voids thru the timbers.

In December 2017, the City entered into contract with Exeltech Consulting for design and permitting services in anticipation of full bulkhead, breakwater, and restroom replacements. This design work is complete and has included survey, geotechnical engineering, coastal engineering, civil engineering, structural engineering, urban design, landscape architecture, and architecture. Additionally, extensive local, state, and federal permitting has been part of this process.

The project consists of two distinct phases of work.

- Phase I – North Bulkhead, Partial West Bulkhead, and Restroom Replacements
- Phase II – Partial West Bulkhead, South Bulkhead, and Timber Breakwater Replacements

Project environmental permitting is complete for Phase I and Phase II with the federal National Environmental Policy Act (NEPA) review lead by the US Army Corps of Engineers (Corps) having been concluded on January 15th, 2021 with issuance of a Corps Nationwide Permit. Other significant environmental permits that have been obtained include the State Environmental Policy Act (SEPA) determination, WA Department of Fish and Wildlife (WDFW) Hydraulic Permit Approval (HPA) issuance, and WA Department of Natural Resources (DNR) concurrence among others.

The project also has received Washington State financial support in the amount of \$1,950,000 for Phase I and \$1,950,000 for Phase II through grants from the Department of Commerce.

Solicitation for Bids was published on April 28th, 2021 with a public Bid Opening on May 19th, 2021.

Discussion

Budget Amendment (Motion #1)

On February 11th, 2021, the City Council under New Business discussed the North Marina Parking Lot Bulkhead and Restroom Replacement Project and approved three Motions that initiated the US Army Corps permit conservation credit purchase and allowed for the completion of Phase I and Phase II design. Subsequently, the City advertised the project soliciting for Phase I & Phase II combined (Base Bid) and for Phase I (Alternative A Bid) proposals.

The Alternative A Bid for the project (Phase I) is not fully funded within the current 2021-2026 Capital Improvement Plan (CIP). Phase I is partially supported with a \$1,950,000 grant from the Washington State Department of Commerce. Given the apparent low bid and recommended 10% construction contingency, the project is experiencing an approximate \$1,000,000 funding shortfall.

The Base Bid for the project (Phase I & Phase II) is not fully funded within the current 2021-2026 Capital Improvement Plan (CIP). Phase I is partially supported with a \$1,950,000 grant and Phase II is partially supported with a \$1,950,000 grant (Attachment 7), both from the Washington State Department of Commerce. Given the apparent low bid and recommended 10% construction contingency, the project is experiencing an approximate \$2,600,000 funding shortfall.

The recommended full funding strategy for the project to award the Base Bid (Phase I & Phase II) includes the following added revenue and as part of the strategy, multiple CIP projects have been identified for funding reduction and a delay in implementation (Attachment 1) as well as a construction contingency reduction from 10% to 9%. If the project contingency is not expended for the North Marina Parking Lot Bulkhead and Restroom Replacement Project, funding will be re-appropriated to these projects. In order of precedence, the following approach will be utilized for a future budget amendment as directed by the City Council:

<u>Additional Revenue</u>	<u>2021</u>	<u>2022</u>
General Fund (GF)	\$2,000,000	
REET 1	\$78,000	
One Time B&O Tax	\$10,000	
<u>CIP Project Reductions</u>	<u>2021</u>	<u>2022</u>
REET 1		
319.345 Barnes Creek Trail	\$35,000	\$116,000
319.620 S. 200 th St & S 199 th St Improv. (Seg 1)	\$40,000	\$100,000
310.077 Beach Park Bulkhead Promenade, & Play Equipment/Water Feature		\$73,000
General Fund (GF)		
319.619 Arterial Traffic Calming	\$0	\$40,000
TOTAL	\$2,165,021	\$331,022

Construction Contract (Motion #2)

The North Marina Parking Lot Bulkhead and Restroom Replacement Project was advertised for bids in accordance with state law, WSDOT LAG Manual, and requirements for competitive bidding of public works contracts. Bids from two contractors were received. Bids were publicly opened and read on May 19th, 2021 by the City Clerk and are summarized below and in the bid tabulation (Attachment 5).

The City advertised the project with two Bid Proposals. This approach has allowed for Bids to be received to complete the entire project, Phase I and Phase II, known as the 'Base Bid.' Additionally, Bids were received for Phase I, known as the 'Alternative A Bid.' The Contract states that the City may choose to award the Base Bid, Alternative A Bid, or not award the project, and all bidders were required to submit Bids for both proposals in order to be considered responsive.

BASE BID RESULTS

Engineer's Estimate	\$9,159,000.00
<u>Contractor Name</u>	<u>Bid Proposal</u>
Bergerson Construction, Inc.	
(Responsive Low Bidder)	\$9,493,859.71
Quigg Bros., Inc.	\$10,076,186.85

ALTERNATIVE A BID RESULTS

Engineer's Estimate	\$5,922,000.00
<u>Contractor Name</u>	<u>BASE Bid Proposal</u>
Bergerson Construction, Inc.	
(Responsive Low Bidder)	\$6,328,106.50
Quigg Bros., Inc.	\$7,046,614.70

Bergerson Construction, Inc. is the Responsive Low Bidder for both the Base Bid and Alternative A Bid Proposals. The bid tabulation and pre-bid documentation, as well as the contractor qualifications have been reviewed, (Attachment 3 & 5), and Exeltech Consulting Inc. finds that the low bid is responsive and recommends award of the contract to Bergerson Construction, Inc. (Attachment 6).

Construction Services (Motion #3):

Engineering consultants are needed in order to supplement and expand the capability of City staff for Construction Administration and Inspection of the Project. These services are proposed to be provided by Exeltech Consulting, the Engineer of Record for the project, as provided in the proposed Supplemental Agreement #5 (Attachment 4). Staff believes that Exeltech Consulting has satisfactorily met engineering expectations for the project as originally envisioned in the solicitation for services, has demonstrated their qualifications for these services on other projects within the City of Des Moines, and will be able to maintain valuable overall project history and consistency with the previous phases of work. All construction support shall comply with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) for construction contract administration to maintain the City's Certification Acceptance (CA) status.

The Federal Highway Administration (FHWA) through a Stewardship Agreement, delegates authority to the Washington State Department of Transportation (WSDOT) for approving project development and construction administration. WSDOT has the option of delegating some or all of this authority to qualified local agencies, state or federal agencies, or Tribal governments. This procedure permits an agency to retain more of the approval authority at the local level when developing FHWA assisted transportation projects. WSDOT delegates this authority through a Certification Acceptance (CA) program. The CA program allows a local agency to save time and

money, since the agency has the authority to develop, advertise, award and manage its own projects.

Oversight of the contractor by the Consultant will include, but is not limited to, conducting a pre-construction conference involving key stakeholders; conduct weekly construction meetings; working with property owners and businesses to coordinate construction and minimize impacts; preparing daily diaries documenting issues and progress; reviewing construction schedule commitments; review and approval of proposed material submittals; responding to contractor requests for information to clarify construction requirements; preparing change orders and work instructions; engineer solutions to unforeseen problems; conduct material testing to meet specifications; performing daily inspections to ensure quality workmanship, and managing various environmental compliance.

The City's past experience for construction services indicates that fees generally run between 10% and 20% of the estimated cost of road construction. Listed below for comparison are recent construction contracts and approximate fee ratios:

<u>Year</u>	<u>Project</u>	<u>Firm</u>	<u>Cost</u>	<u>CE Fee Ratio</u>
2014	S. 216 th St, Seg. 2	SCI, Inc	\$ 4,851,767	
		KPG	\$ 559,923	11.5%
2014	*Saltwater Bridge	RCW Northwest	\$ 2,734,787	
		Exeltech	\$ 459,970	16.8%
2015	*24 th Avenue S	DPK, Inc	\$ 5,234,007	
		KPG	\$ 796,332	15.2%
2016	*Redondo Boardwalk	Stellar J.	\$ 3,367,358	
		Exeltech	\$ 379,525	11.3%
2017	*S. 216 th St, Seg. 1-A	SCI, Inc	\$ 3,226,440	
		KPG	\$ 503,871	15.6%
2019	S. 216 th St, Seg. 3	Ceccanti, Inc	\$ 6,254,221	
		KPG	\$ 636,776	10.2%
2021	N. Bulkhead	Bergerson (Proposed)	\$ 9,493,860	
		Exeltech (Proposed)	\$ 965,000	10.2%

*Indicates a Federally Funded construction and/or involves WSDOT authorization. These projects includes significant utility work. Typically there is more project documentation and testing required by FHWA and WSDOT, therefore construction management costs are often higher as a percentage of the overall construction costs.

Exeltech Consulting assisted in the design and permitting for all phases of the North Marina Bulkhead Project. They helped maintain an ambitious schedule, navigated challenging federal and local permitting, and satisfactorily accomplished this work within budget. Exeltech Consulting also demonstrated qualifications for Construction Administration and Inspection services on other City projects such as the Saltwater State Park Seismic Retrofit and Redondo Boardwalk Projects. The firm's overall project history is valuable including work in negotiating the terms and conditions of the various environmental permits obtained.

Alternatives (Motion #1)

- *Alternative 1: Not Pursue Budget Amendment – Defer Project*

The City Council could elect to not act on the motion, thereby deferring the project. This is not advisable given the strategic partnership and associated \$3,900,000 in grant funding from Washington State and extremely busy current bidding climate and expected future cost inflation.

(Motion #2)

- *Alternative 1: Reject All Bids*

The City Council could direct staff to re-submit for construction bids at a later time. However, there is no reason to believe project bids would be lower given the present extremely busy bidding climate.

- *Alternative 2: Reject Base Bid, Award Alternative A Bid*

The City Council could elect to not award the Base Bid Proposal and award the Alternative A Bid Proposal. This would require Phase II rebidding at a later time and forfeiture of Washington State Department of Commerce Phase II funding in the amount of \$1,950,000. It is estimated that delay of Phase II work by 3-years would cost an additional \$2,300,000 above current project bid costs for a total of approximately \$6,100,000.

(Motion #3)

- *Alternative 1: Not Approve Supplemental Agreement #5*

The City Council could elect not to approve the Supplemental Agreement #5 with Exeltech Consulting for Construction Administration and Inspection Services. The City does not have adequate resources to perform complete Construction Administration and Inspection in compliance with the general project requirements or the WSDOT LAG Manual. Council could direct staff to solicit for proposals, but this will cause project delay and potential need to re-bid the project. Additionally, solicitation for proposals will result in potentially (4) additional separate project contracts: Construction management and inspection, Engineer of Record, environmental monitoring and reporting, and materials testing.

Financial Impact

The City's CIP Budget Worksheets include revenues to achieve full Base Bid project funding and fund consultant services (Attachment 1).

Recommendation

Staff recommends adoption of the motion(s).

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

North Bulkhead

Project #

310.405

Summary Project Description:

Replace the north marina parking lot bulkhead and reatment to also include wider sidewalks and pedestrian amenities supporting multimodal emergency management operations, marina operations, and public land-water access.

CIP Category: Park Facility & Playground Projects

Managing Department: Marina

Justification/Benefits: Existing north marina bulkheads are experiencing structural deficiencies and have been damaged by storm activities which require periodic spot rebuilding. Replacing the bulkheads will provide long-term protection with lower maintenance costs. Public access to waterfront activities will also be improved from the north parking lot to the marina facilities and Beach Park.

PROJECT SCOPE				ANNUAL ALLOCATION											
Expenditures	Current Budget	Requested Change	Total Budget	Project to Date 12/31/19	Scheduled Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026				
Design	1,357	760	2,117	1,264	202	651	-	-	-	-	-				
Land & Right of Way	-	-	-	-	-	-	-	-	-	-	-				
Construction	6,538	3,502	10,040	-	-	4,016	6,024	-	-	-	-				
Contingency	535	265	800	-	-	320	480	-	-	-	-				
Total Expenditures	8,430	4,527	12,957	1,264	202	4,987	6,504	-	-	-	-				

Funding Sources	Current Budget	Requested Change	Total Budget	Project to Date 12/31/19	Scheduled Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026
One Time Tax	720	203	923	-	-	819	104	-	-	-	-
General Fund Transfer	500	2,040	2,540	500	-	1,000	1,040	-	-	-	-
Department of Commerce Grant (Secured)	1,950	(108)	1,842	-	1,410	432	-	-	-	-	-
REET 1	1,960	442	2,402	400	-	786	1,216	-	-	-	-
Debt Proceeds	3,300	-	3,300	3,300	-	-	-	-	-	-	-
Department of Commerce Grant (Unsecured)	-	1,950	1,950	-	-	1,950	-	-	-	-	-
Total Funding	8,430	4,527	12,957	4,200	1,410	4,987	2,360	-	-	-	-

OPERATING IMPACT				ANNUAL OPERATING IMPACT							
Operating Impact	6 Year Total			12/31/19	2020	2021	2022	2023	2024	2025	2026
Revenue	-	-	-	-	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-	-	-	-	-

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

N Lot Restrooms, Plazas & Promenade Project # 3110-406

CIP Category: Park Facility & Playground Projects
Managing Department: Marina

Summary Project Description:
 Demolish and replace existing restroom in the north parking lot and create 10,000 square foot public plaza in the northwest corner of the parking lot. Add vertical extension to the bulkhead in front of the Wasson property and create an additional 1,800 square foot plaza. Includes 480ft of 8ft wide sidewalk to connect the two new plazas and the Beach Park. This is Project #3 on the Legislative capital support request.

Justification/Benefits: Existing restrooms are significantly deteriorated and need to be replaced. These restrooms are for public access (including patrons of the marina guest moorage).

PROJECT SCOPE				
Expenditures	Current Budget	Requested Change	Total Budget	
Design	107	16	123	
Land & Right of Way	-	-	-	
Construction	690	(92)	598	
Contingency	59	(9)	50	
Total Expenditures	856	(85)	771	

Funding Sources			
	Current Budget	Requested Change	Total Budget
REET 2	356	-	356
One Time Tax	500	(193)	307
Department of Commerce	-	108	108
Total Funding	856	(85)	771

Project to Date 12/31/19	ANNUAL ALLOCATION											
	Scheduled Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026					
97	26	-	-	-	-	-	-					
-	-	-	239	359	-	-	-					
-	-	-	20	30	-	-	-					
97	26	259	389	-	-	-	-					

Project to Date 12/31/19	Scheduled Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026
	14	123	122	-	-	-	-
-	-	113	194	-	-	-	-
-	108	-	-	-	-	-	-
97	122	236	316	-	-	-	-

OPERATING IMPACT				
Operating Impact	2020	2021	2022	6 Year Total
Revenue	-	-	-	-
Expenses	-	-	-	-
Net Impact	-	-	-	-

ANNUAL OPERATING IMPACT						
12/31/19	2020	2021	2022	2023	2024	2025
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-

	2020	2021	2022	2023	2024	2025	2026
12/31/19	x						
	x						

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

Arterial Traffic Calming	Project #	319,619	<i>Summary Project Description:</i> Install arterial traffic calming devices such as permanent radar speed signs, road rechannelization, and other appropriate devices for use on arterial streets. These devices are intended for higher volume roads and emergency response routes which have different characteristics than local roads. Locations are yet to be determined and based on operational characteristics.
CIP Category: Transportation - Capital Projects Managing Department: Plan, Build & PW Admin			

Justification/Benefits: Arterial traffic calming devices have been shown to potentially reduce operational speeds and bring awareness to the motoring public. Lower operating speeds can improve the traffic safety for vehicle users as well as pedestrians using adjacent facilities

PROJECT SCOPE				ANNUAL ALLOCATION									
Expenditures	Current Budget	Requested Change	Total Budget	Project to Date 12/31/19	Scheduled Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026		
Design	70	(15)	65		14	35	-	-	5	-	5		
Land & Right of Way	-	-	-		-	-	-	-	-	-	-		
Construction	248	(35)	213	103	-	5	-	35	35	35	-		
Contingency	-	-	-	-	-	-	-	-	-	-	-		
Total Expenditures	318	(40)	278	104	14	40	-	40	40	40	40		

Funding Sources	Current Budget	Requested Change	Total Budget	Project to Date 12/31/19	Scheduled Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026
General Fund Transfer	311	(40)	271	151	-	-	-	40	40	40	-
ASE (Automated Speed Enforcement) Transfer (Unsettled)	7	-	7	7	-	-	-	-	-	-	-
Total Funding	318	(40)	278	158	-	-	-	40	40	40	40

[illegible]

S. 200th St. & S. 199th St. Improvements (Segment 1)	Project #	319,620	Summary Project Description:	Installation of approximately 800 linear feet of curbs, gutters, sidewalks, ADA curb ramps, bike lane, storm drainage, retaining walls and driver radar feedback signs on both sides of South 200th St from 8th Avenue South to 10th Place South.
CIP Category: Transportation - Capital Projects				
Managing Department: Plan, Build & PW Admin				

Managing Department: Plan, Build & PW Admin

Justification/Benefits: The proposed walkway improvements support the City's non-motorized priority identified within the City's Comprehensive Transportation Plan and Safe Routes to School Project Report. South 200th Street is a high pedestrian corridor serving the North Hill Public Schools.

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PUBLIC WORKS CONTRACT
between City of Des Moines and
BERGERSON CONSTRUCTION, INC.

THIS CONTRACT is made and entered into this 17 day of JUNE, 2021, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and BERGERSON CONSTRUCTION, INC. organized under the laws of the State of OREGON, located and doing business at 55 PORTWAY STREET, ASTORIA, OR 97103; (503)325-7130; GREGORY A. MORRILL (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 and Schedule of Work, attached hereto and incorporated herein by reference.

BASE BID

Work anticipated to be performed under this contract is as follows:

- Removal and disposal of existing creosote treated timber bulkhead and breakwater
- Removal of existing restroom and installation of new restroom building
- Installation of new steel sheet pile and concrete bulkhead
- Installation of new steel pipe pile, steel sheet pile and concrete breakwater
- Ground anchors
- Removal of existing utilities and installation of new utilities
- Removal of existing riprap and installation of new riprap
- Water main and irrigation system
- Pedestrian barrier and rail
- Colored concrete sidewalk
- Concrete curb and curb ramps
- Illumination system and pedestrian lighting
- Drainage and sanitary sewer structures
- Rock outcrop, outcrop beacon, and other Urban Design features
- Landscaping
- Erosion control
- HMA pavement grinding and overlay, pavement repair and slurry seal



- Pavement markings
- And all incidental items necessary to complete the Work as described in the Plans and Specifications.

EXHIBIT A: Bid Documents

EXHIBIT B: Contract Documents

EXHIBIT C: Special Provisions

Appendices

A State Prevailing Wage Rates (for King County)

B Restroom and Concessions Building CSI Specs

C Geotechnical Report

D Environmental Documents

E City Documents

CONTRACT PLANS

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 260 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 BASE BID PROPOSAL \$9,493,859.71 (INCLUDING 10.1% SALES TAX), for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place,

road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later. 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 **\$5,477.23** 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.

E. Notice of Cancellation

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

F. Failure to Maintain Insurance

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

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

XX. Bond - Separate Payment and Performance Bond 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 providing such bond shall agree to be bound to the laws of the state of Washington, and subjected to the jurisdiction of the state of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are is supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of

the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

XXII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to

the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

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

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

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

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

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

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

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

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

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

CONTRACTOR:	CITY OF DES MOINES:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: Michael Matthias _____
Its _____ (Title)	Its _____ City Manager (Title)
DATE: _____	DATE: _____
	Approved as to Form: _____ City Attorney DATE: _____

NOTICES TO BE SENT TO: CONTRACTOR: [Insert Contact Name] BERGERSON CONSTRUCTION, INC. 55 PORTWAY STREET ASTORIA, OR 97103 503-325-7130 (telephone) 503-325-0174 (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: ANDREW MERGES, PE, EMPA CITY ENGINEER City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6568 (telephone) 206-870-6596 (facsimile)
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PROPOSAL FORM (Continued)**PROPOSAL FORM – BASE BID**

City of Des Moines

North Marina Parking Lot Bulkhead & Restroom Replacement Project

Note: Unit prices for all items, all extensions, and the other total amount of the Bid must be shown. All entries must be typed or entered in ink.

BASE BID PROPOSAL FORM						
Item No.	Spec. Section	Item Description	Est. Qty.	Units	Unit Price	Amount
1	1-09.7	MOBILIZATION	1	L.S.	\$ 465,000.00	\$ 495,000.00
2	1-07.16(4)	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1	EST.	\$10,000	\$10,000
3	SP 2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	L.S.	\$ 291,695.52	\$ 291,695.52
4	SP 2-02	REMOVING CEMENT CONC. SIDEWALK	960	S.Y.	\$ 14.00	\$ 13,440.00
5	SP 2-02	REMOVING CEMENT CONC. CURB	790	L.F.	\$ 8.00	\$ 6,320.00
6	SP 2-02	REMOVING ASPHALT CONC. PAVEMENT	1,550	S.Y.	\$ 13.00	\$ 20,150.00
7	8-22	REMOVING PAINT LINE	5,900	L.F.	\$ 1.00	\$ 5,900.00
8	8-22	REMOVING PAINTED TRAFFIC MARKING	67	EACH	\$ 35.00	\$ 2,345.00
9	8-22	REMOVING PAINTED CROSSWALK LINE	110	S.F.	\$ 2.00	\$ 220.00
10	2-03	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,080	S.Y.	\$ 47.00	\$ 50,760.00
11	SP 2-02	EXISTING RIPRAP EXCAVATION	4,450	TON	\$ 37.00	\$ 164,650.00
12	8-15.3	EXCAVATION FOR RIPRAP	780	C.Y.	\$ 75.00	\$ 58,500.00
13	SP 8-02	LANDSCAPE BOULDER TWO MAN	3	EACH	\$ 889.00	\$ 2,667.00
14	SP 8-02	LANDSCAPE BOULDER THREE MAN	10	EACH	\$ 1,008.00	\$ 10,080.00
15	SP 8-02	LANDSCAPE BOULDER FOUR MAN	3	EACH	\$ 1,541.00	\$ 4,623.00
16	SP 8-15	ROCK FOR EROSION AND SCOUR PROTECTION CLASS C	880	TON	\$ 100.00	\$ 88,000.00
17	SP 8-15	FILTER LAYER ROCK	11	TON	\$ 305.00	\$ 3,355.00
18	7-05	CATCH BASIN TYPE 1	3	EACH	\$ 3,552.00	\$ 10,656.00
19	7-05	CATCH BASIN TYPE 2 48 IN. DIAM.	2	EACH	\$ 3,977.00	\$ 7,954.00

PROPOSAL FORM (Continued)

ADDENDUM #2

BASE BID PROPOSAL FORM – (Cont.)						
Item No.	Spec. Section	Item Description	Est. Qty.	Units	Unit Price	Amount
20	7-05	36" DIAM. DRAIN BASIN	1	EACH	\$ 6,493.00	\$ 6,493.00
21	7-04	TESTING STORM SEWER PIPE	720	L.F.	\$ 9.00	\$ 6,480.00
22	SP 7-06	TRENCH DRAIN	200	L.F.	\$ 117.00	\$ 23,400.00
23	SP 7-06	FILTERRA PEAK DIVERSION VAULT	2	EACH	\$ 39,075.00	\$ 78,150.00
24	SP 7-04	4" PVC SDR-35 PIPE	131	L.F.	\$ 46.00	\$ 6,026.00
25	SP 7-04	GATE VALVE 8" x 8"	6	EACH	\$ 2,847.00	\$ 17,082.00
26	SP 7-04	8" FLAP GATE	2	EACH	\$ 3,187.00	\$ 6,374.00
27	7-19	SEWER CLEANOUT	1	EACH	\$ 2,031.00	\$ 2,031.00
28	7-17	TESTING SEWER PIPE	160	L.F.	\$ 16.00	\$ 2,560.00
29	7-17	DUCTILE IRON SEWER PIPE 6 IN. DIAM.	249	L.F.	\$ 86.00	\$ 21,414.00
30	7-17	DUCTILE IRON SEWER PIPE 8 IN. DIAM.	493	L.F.	\$ 106.00	\$ 52,258.00
31	7-12	GATE VALVE 2 IN.	1	EACH	\$ 1,241.00	\$ 1,241.00
32	7-12	GATE VALVE 6 IN.	1	EACH	\$ 1,732.00	\$ 1,732.00
33	7-12	GATE VALVE 8 IN.	1	EACH	\$ 2,175.00	\$ 2,175.00
34	SP 7-12	WATER SERVICE PRESSURE REDUCING ASSEMBLY	1	EACH	\$ 4,539.00	\$ 4,539.00
35	SP 7-12	WATER SERVICE DOUBLE CHECK VALVE ASSEMBLY	1	EACH	\$ 3,789.00	\$ 3,789.00
36	7-09	PVC PIPE FOR WATER MAIN 2 IN. DIAM.	320	L.F.	\$ 35.00	\$ 11,200.00
37	2-09	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1,300	C.Y.	\$ 58.00	\$ 75,400.00
38	2-09	SHORING OR EXTRA EXCAVATION CL. A	1	L.S.	\$ 90,844.00	\$ 90,844.00
39	2-09	GRAVEL BACKFILL FOR WALL	390	C.Y.	\$ 73.00	\$ 28,470.00
40	6-05	FURNISHING ST. PILING 30 INCH DIAMETER	1,170	L.F.	\$ 314.00	\$ 367,380.00
41	6-05	DRIVING ST. PILING 30 INCH DIAMETER	21	EACH	\$ 1,609.00	\$ 33,789.00

PROPOSAL FORM (Continued)

ADDENDUM #2

BASE BID PROPOSAL FORM – (Cont.)						
Item No.	Spec. Section	Item Description	Est. Qty.	Units	Unit Price	Amount
42	SP 6-05	FURNISHING ST. SHEET PILING (AZ14-770)	9,700	L.F.	\$ 81.00	\$ 785,700.00
43	SP 6-05	FURNISHING ST. SHEET PILING (AZ26-700)	10,200	L.F.	\$ 92.00	\$ 938,400.00
44	SP 6-05	DRIVING ST. SHEET PILING	406	EACH	\$ 536.00	\$ 217,616.00
45	6-02	EPOXY-COATED ST. REINF. BAR FOR RETAINING WALL	71,700	LB.	\$ 2.00	\$ 143,400.00
46	6-02	EPOXY-COATED ST. REINF. BAR FOR COLORED SIDEWALK	22,700	LB.	\$ 2.00	\$ 45,400.00
47	6-11	CONC. CLASS 4000 FOR COLORED PIER CAP	130	C.Y.	\$ 2,166.00	\$ 281,580.00
48	6-11	CONC. CLASS 4000 FOR RETAINING WALL	600	C.Y.	\$ 1,106.00	\$ 663,600.00
49	6-17	PERMANENT GROUND ANCHOR	78	EACH	\$ 5,940.00	\$ 463,320.00
50	6-17	PERMANENT GROUND ANCHOR PERFORMANCE TEST	4	EACH	\$ 2,087.00	\$ 8,348.00
51	6-17	PERMANENT GROUND ANCHOR VERIFICATION TEST	1	L.S.	\$ 36,814.00	\$ 36,814.00
52	SP 6-05.3(11)F	REMOVING PILE OBSTRUCTIONS	1	F.A.	\$20,000	\$20,000
53	SP 6-06	RAMP HANDRAIL	69	L.F.	\$ 347.00	\$ 23,943.00
54	SP 6-06	ALUMINUM RAILING	22	L.F.	\$ 1,295.00	\$ 28,490.00
55	SP 6-10	PEDESTRIAN RAILING	890	L.F.	\$ 320.00	\$ 284,800.00
56	SP 6-10	PEDESTRIAN BARRIER	890	L.F.	\$ 205.00	\$ 182,450.00
57	SP 6-05	VIBRATION MONITORING	1	L.S.	\$ 25,000.00	\$ 25,000.00
58	4-04	CRUSHED SURFACING BASE COURSE	350	TON	\$ 55.00	\$ 19,250.00
59	4-04	CRUSHED SURFACING TOP COURSE	460	TON	\$ 49.00	\$ 22,540.00
60	SP 5-04	PLANING BITUMINOUS PAVEMENT	1,400	S.Y.	\$ 10.00	\$ 14,000.00
61	SP 5-04	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-22	130	TON	\$ 255.00	\$ 33,150.00
62	5-04	HMA CL. 1/2 IN. PG 64-22	160	TON	\$ 188.00	\$ 30,080.00

PROPOSAL FORM (Continued)

ADDENDUM #2

BASE BID PROPOSAL FORM – (Cont.)						
Item No.	Spec. Section	Item Description	Est. Qty.	Units	Unit Price	Amount
63	SP 5-03	SLURRY SEAL, TYPE 2	5,400	S.Y.	\$ 6.00	\$ 32,400.00
64	8-03	IRRIGATION SYSTEM	1	L.S.	\$ 35,563.00	\$ 35,563.00
65	8-01	TURBIDITY CURTAIN	1,310	L.F.	\$ 59.00	\$ 77,290.00
66	8-01	EROSION CONTROL AND WATER POLLUTION PREVENTION	1	L.S.	\$ 18,445.00	\$ 18,445.00
67	SP 8-02	TOPSOIL TYPE A	475	C.Y.	\$ 82.00	\$ 38,950.00
68	8-02	PSIPE LARGE SHRUBS	8	EACH	\$ 177.00	\$ 1,416.00
69	8-02	PSIPE MEDIUM SHRUBS	120	EACH	\$ 35.00	\$ 4,200.00
70	8-02	PSIPE SMALL SHRUBS	309	EACH	\$ 35.00	\$ 10,815.00
71	8-02	PSIPE GROUNDCOVER	233	EACH	\$ 23.00	\$ 5,359.00
72	SP 8-02	BARK OR WOOD CHIP MULCH	40	C.Y.	\$ 41.00	\$ 1,640.00
73	SP 8-02	HIGH VISIBILITY SILT FENCE	110	L.F.	\$ 28.00	\$ 3,080.00
74	8-04	CEMENT CONC. TRAFFIC CURB AND GUTTER	1,240	L.F.	\$ 48.00	\$ 59,520.00
75	8-04	CEMENT CONC. PEDESTRIAN CURB	15	L.F.	\$ 80.00	\$ 1,200.00
76	SP 8-05	PRECAST CONC. WHEEL STOP	12	EACH	\$ 120.00	\$ 1,440.00
77	8-22	PAINT LINE	5,900	L.F.	\$ 1.00	\$ 5,900.00
78	8-22	PLASTIC CROSSWALK LINE	190	S.F.	\$ 7.00	\$ 1,330.00
79	8-22	PLASTIC STOP LINE	10	L.F.	\$ 18.00	\$ 180.00
80	8-22	PLASTIC TRAFFIC ARROW	21	EACH	\$ 267.00	\$ 5,607.00
81	8-22	PLASTIC TRAFFIC LETTER	60	EACH	\$ 120.00	\$ 7,200.00
82	8-22	PLASTIC ACCESS PARKING SPACE SYMBOL	6	EACH	\$ 297.00	\$ 1,782.00
83	8-23	TEMPORARY PAVEMENT MARKING-LONG DURATION	1	L.S.	\$ 4,745.00	\$ 4,745.00

PROPOSAL FORM (Continued)

ADDENDUM #2

BASE BID PROPOSAL FORM – (Cont.)						
Item No.	Spec. Section	Item Description	Est. Qty.	Units	Unit Price	Amount
84	8-20	ILLUMINATION SYSTEM	1	L.S.	\$ 387,700.00	\$ 387,700.00
85	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 20,700.00	\$ 20,700.00
86	2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	410	C.Y.	\$ 66.00	\$ 27,060.00
87	1-05.4	STRUCTURE SURVEYING	1	L.S.	\$ 20,165.00	\$ 20,165.00
88	1-05.4	ROADWAY SURVEYING	1	L.S.	\$ 11,900.00	\$ 11,900.00
89	1-05.4	ADA FEATURES SURVEYING	1	L.S.	\$ 4,745.00	\$ 4,745.00
90	Division 8	BOLLARD TYPE 1	4	EACH	\$ 1,570.00	\$ 6,280.00
91	8-14	COLORED CEMENT CONCRETE SIDEWALK	1,850	S.Y.	\$ 195.00	\$ 360,750.00
92	8-14	CEMENT CONC. CURB RAMP TYPE PARALLEL A	1	EACH	\$ 4,647.00	\$ 4,647.00
93	8-14	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	6	EACH	\$ 3,839.00	\$ 23,034.00
94	8-14	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR B	1	EACH	\$ 4,647.00	\$ 4,647.00
95	Division 8	ACCENT PAVING - MAP AND COMPASS	1	L.S.	\$ 169,930.00	\$ 169,930.00
96	7-05	CONNECTION TO DRAINAGE STRUCTURE	2	EACH	\$ 5,619.00	\$ 11,238.00
97	7-05	MANHOLE 48 IN. DIAM. TYPE 3	1	EACH	\$ 8,499.00	\$ 8,499.00
98	7-05	LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN	3	EACH	\$ 1,276.00	\$ 3,828.00
99	1-04.4(1)	MINOR CHANGE	1	CALC	\$15,000	\$15,000
100	SP 1-04.12	INSPECTOR'S TRAILER AND SITE	1	L.S.	\$ 18,256.00	\$ 18,256.00
101	2-12	CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL	720	S.Y.	\$ 9.00	\$ 6,480.00
102	1-07.5(6)	TURBIDITY MONITORING	1	L.S.	\$ 8,233.00	\$ 8,233.00
103	6-05	BUBBLE CURTAIN SYSTEM	1	L.S.	\$ 49,800.00	\$ 49,800.00

PROPOSAL FORM (Continued)

ADDENDUM #2

BASE BID PROPOSAL FORM – (Cont.)						
Item No.	Spec. Section	Item Description	Est. Qty.	Units	Unit Price	Amount
104	Division 8	BIRD DETERRENT SYSTEM	1	L.S.	\$ 7,820.00	\$ 7,820.00
105	SP 8-26	CIP CONCRETE OUTCROP	1	L.S.	\$ 142,682.00	\$ 142,682.00
106	SP 8-26	OUTCROP BEACON	1	L.S.	\$ 34,900.00	\$ 34,900.00
107	SP 6-11	CONCRETE SEAT WALL	135	L.F.	\$ 802.00	\$ 108,270.00
108	SP 8-30	PICNIC TABLE	4	EACH	\$ 1,055.00	\$ 4,220.00
109	SP 8-30	BENCH	2	EACH	\$ 758.00	\$ 1,516.00
110	SP 8-30	BACKLESS BENCH	10	EACH	\$ 858.00	\$ 8,580.00
111	SP 8-30	BIKE RACK	6	EACH	\$ 1,000.00	\$ 6,000.00
112	SP 8-28	TRASH RECEPTACLES	7	EACH	\$ 984.00	\$ 6,888.00
113	SP 1-05.18	RECORD DRAWINGS (minimum Bid \$2,500)	1	L.S.	\$ 4,089.00	\$ 4,089.00
114	SP 6-20	RESTROOM AND CONCESSIONS BUILDING	1	L.S.	\$ 490,000.00	\$ 490,000.00
<u>BASE BID</u> Total Bid Price					8,617,942.52	
Sales Tax at 10.1%					870,412.19	
Total <u>BASE BID</u> Bid Price including tax (in figures)					9,488,354.71	
Total <u>BASE BID</u> Bid Price including tax (in words)					Nine Million four hundred eighty eight thousand three hundred fifty four and seventy one cents	

PROPOSAL FORM (Continued)

ADDENDUM #2

PROPOSAL FORM – ALTERNATIVE A BID

City of Des Moines

North Marina Parking Lot Bulkhead & Restroom Replacement Project

ALTERNATIVE A BID PROPOSAL FORM						
Item No.	Spec. Section	Item Description	Est. Qty	Units	Unit Price	Amount
A1	1-09.7	MOBILIZATION	1	L.S.	\$ 355,000.00	\$ 355,000.00
A2	1-07.16(4)	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1	EST.	\$5,000	\$5,000
A3	SP 2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	L.S.	\$ 161,500.00	\$ 161,500.00
A4	SP 2-02	REMOVING CEMENT CONC. SIDEWALK	852	S.Y.	\$ 14.00	\$ 11,928.00
A5	SP 2-02	REMOVING CEMENT CONC. CURB	725	L.F.	\$ 8.00	\$ 5,800.00
A6	SP 2-02	REMOVING ASPHALT CONC. PAVEMENT	1550	S.Y.	\$ 13.00	\$ 20,150.00
A7	8-22	REMOVING PAINT LINE	5,900	L.F.	\$ 1.00	\$ 5,900.00
A8	8-22	REMOVING PAINTED TRAFFIC MARKING	67	EACH	\$ 35.00	\$ 2,345.00
A9	8-22	REMOVING PAINTED CROSSWALK LINE	110	S.F.	\$ 2.00	\$ 220.00
A10	2-03	PAVEMENT REPAIR EXCAVATION INCL HAUL	1,080	S.Y.	\$ 47.00	\$ 50,760.00
A11	SP 2-02	EXISTING RIPRAP EXCAVATION	4,450	TON	\$ 43.00	\$ 191,350.00
A12	8-15.3	EXCAVATION FOR RIPRAP	780	C.Y.	\$ 75.00	\$ 58,500.00
A13	SP 8-02	LANDSCAPE BOULDER TWO MAN	1	EACH	\$ 894.00	\$ 894.00
A14	SP 8-02	LANDSCAPE BOULDER THREE MAN	6	EACH	\$ 1,012.00	\$ 6,072.00
A15	SP 8-02	LANDSCAPE BOULDER FOUR MAN	3	EACH	\$ 1,549.00	\$ 4,647.00
A16	SP 8-15	ROCK FOR EROSION AND SCOUR PROTECTION CLASS C	880	TON	\$ 101.00	\$ 88,880.00
A17	SP 8-15	FILTER LAYER ROCK	11	TON	\$ 306.00	\$ 3,366.00
A18	7-05	CATCH BASIN TYPE 1	3	EACH	\$ 3,568.00	\$ 10,704.00
A19	7-05	CATCH BASIN TYPE 2 48 IN. DIAM.	2	EACH	\$ 3,996.00	\$ 7,992.00

PROPOSAL FORM (Continued)

ADDENDUM #2

ALTERNATIVE A BID PROPOSAL FORM (cont.)						
Item No.	Spec. Section	Item Description	Est. Qty	Units	Unit Price	Amount
A20	7-05	36" DIAM. DRAIN BASIN	1	EACH	\$ 6,524.00	\$ 6,524.00
A21	7-04	TESTING STORM SEWER PIPE	720	L.F.	\$ 10.00	\$ 7,200.00
A22	SP 7-06	TRENCH DRAIN	200	L.F.	\$ 117.00	\$ 23,400.00
A23	SP 7-06	FILTERRA PEAK DIVERSION VAULT	2	EACH	\$ 39,200.00	\$ 78,400.00
A24	SP 7-04	4" PVC SDR-35 PIPE	131	L.F.	\$ 46.00	\$ 6,026.00
A25	SP 7-04	GATE VALVE 8" x 8"	6	EACH	\$ 2,861.00	\$ 17,166.00
A26	SP 7-04	8" FLAP GATE	2	EACH	\$ 3,202.00	\$ 6,404.00
A27	7-19	SEWER CLEANOUT	1	EACH	\$ 2,041.00	\$ 2,041.00
A28	7-17	TESTING SEWER PIPE	160	L.F.	\$ 16.00	\$ 2,560.00
A29	7-17	DUCTILE IRON SEWER PIPE 6 IN. DIAM.	249	L.F.	\$ 71.00	\$ 17,679.00
A30	7-17	DUCTILE IRON SEWER PIPE 8 IN. DIAM.	493	L.F.	\$ 88.00	\$ 43,384.00
A31	7-12	GATE VALVE 2 IN.	1	EACH	\$ 1,250.00	\$ 1,250.00
A32	7-12	GATE VALVE 6 IN.	1	EACH	\$ 1,740.00	\$ 1,740.00
A33	7-12	GATE VALVE 8 IN.	1	EACH	\$ 2,186.00	\$ 2,186.00
A34	SP 7-12	WATER SERVICE PRESSURE REDUCING ASSEMBLY	1	EACH	\$ 4,560.00	\$ 4,560.00
A35	SP 7-12	WATER SERVICE DOUBLE CHECK VALVE ASSEMBLY	1	EACH	\$ 3,807.00	\$ 3,807.00
A36	7-09	PVC PIPE FOR WATER MAIN 2 IN. DIAM.	320	L.F.	\$ 34.00	\$ 10,880.00
A37	2-09	STRUCTURE EXCAVATION CLASS A INCL. HAUL	700	C.Y.	\$ 58.00	\$ 40,600.00
A38	2-09	SHORING OR EXTRA EXCAVATION CL. A	1	L.S.	\$ 65,235.00	\$ 65,235.00
A39	2-09	GRAVEL BACKFILL FOR WALL	250	C.Y.	\$ 74.00	\$ 18,500.00
A40	SP 6-05	FURNISHING ST. SHEET PILING (AZ14-770)	8,200	L.F.	\$ 79.00	\$ 647,800.00

PROPOSAL FORM (Continued)

ADDENDUM #2

ALTERNATIVE A BID PROPOSAL FORM (cont.)						
Item No.	Spec. Section	Item Description	Est. Qty	Units	Unit Price	Amount
A41	SP 6-05	FURNISHING ST. SHEET PILING (AZ26-700)	3,300	L.F.	\$ 93.00	\$ 306,900.00
A42	SP 6-05	DRIVING ST. SHEET PILING	222	EACH	\$ 552.00	\$ 122,544.00
A43	6-02	EPOXY-COATED ST. REINF. BAR FOR RETAINING WALL	28,600	LB.	\$ 3.00	\$ 85,800.00
A44	6-02	EPOXY-COATED ST. REINF. BAR FOR COLORED SIDEWALK	12,800	LB.	\$ 2.00	\$ 25,600.00
A45	6-11	CONC. CLASS 4000 FOR COLORED PIER CAP	70	C.Y.	\$ 2,156.00	\$ 150,920.00
A46	6-11	CONC. CLASS 4000 FOR RETAINING WALL	370	C.Y.	\$ 967.00	\$ 357,790.00
A47	6-17	PERMANENT GROUND ANCHOR	44	EACH	\$ 6,100.00	\$ 268,400.00
A48	6-17	PERMANENT GROUND ANCHOR PERFORMANCE TEST	3	EACH	\$ 7,515.00	\$ 22,545.00
A49	6-17	PERMANENT GROUND ANCHOR VERIFICATION TEST	1	L.S.	\$ 37,000.00	\$ 37,000.00
A50	SP 6-05.3(11)F	REMOVING PILE OBSTRUCTIONS	1	F.A.	\$10,000	\$10,000
A51	SP 6-06	RAMP HANDRAIL	69	L.F.	\$ 348.00	\$ 24,012.00
A52	SP 6-06	ALUMINUM RAILING	22	L.F.	\$ 1,300.00	\$ 28,600.00
A53	SP 6-10	PEDESTRIAN RAILING	560	L.F.	\$ 321.00	\$ 179,760.00
A54	SP 6-10	PEDESTRIAN BARRIER	560	L.F.	\$ 204.00	\$ 114,240.00
A55	SP 6-05	VIBRATION MONITORING	1	L.S.	\$ 20,000.00	\$ 20,000.00
A56	4-04	CRUSHED SURFACING BASE COURSE	350	TON	\$ 53.00	\$ 18,550.00
A57	4-04	CRUSHED SURFACING TOP COURSE	460	TON	\$ 48.00	\$ 22,080.00
A58	SP 5-04	PLANING BITUMINOUS PAVEMENT	1,400	S.Y.	\$ 10.00	\$ 14,000.00
A59	SP 5-04	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-22	130	TON	\$ 256.00	\$ 33,280.00
A60	5-04	HMA CL. 1/2 IN. PG 64-22	160	TON	\$ 188.00	\$ 30,080.00
A61	SP 5-03	SLURRY SEAL, TYPE 2	5,400	S.Y.	\$ 6.00	\$ 32,400.00

PROPOSAL FORM (Continued)

ADDENDUM #2

ALTERNATIVE A BID PROPOSAL FORM (cont.)						
Item No.	Spec. Section	Item Description	Est. Qty	Units	Unit Price	Amount
A62	8-03	IRRIGATION SYSTEM	1	L.S.	\$ 35,733.00	\$ 35,733.00
A63	8-01	TURBIDITY CURTAIN	678	L.F.	\$ 58.00	\$ 39,324.00
A64	8-01	EROSION CONTROL AND WATER POLLUTION PREVENTION	1	L.S.	\$ 18,500.00	\$ 18,500.00
A65	SP 8-02	TOPSOIL TYPE A	405	C.Y.	\$ 83.00	\$ 33,615.00
A66	8-02	PSIPE LARGE SHRUBS	7	EACH	\$ 178.00	\$ 1,246.00
A67	8-02	PSIPE MEDIUM SHRUBS	109	EACH	\$ 35.00	\$ 3,815.00
A68	8-02	PSIPE SMALL SHRUBS	233	EACH	\$ 36.00	\$ 8,388.00
A69	8-02	PSIPE GROUND COVER	233	EACH	\$ 23.00	\$ 5,359.00
A70	SP 8-02	BARK OR WOOD CHIP MULCH	34	C.Y.	\$ 84.00	\$ 2,856.00
A71	SP 8-02	HIGH VISIBILITY SILT FENCE	110	L.F.	\$ 27.00	\$ 2,970.00
A72	8-04	CEMENT CONC. TRAFFIC CURB AND GUTTER	1,120	L.F.	\$ 48.00	\$ 53,760.00
A73	8-04	CEMENT CONC. PEDESTRIAN CURB	15	L.F.	\$ 81.00	\$ 1,215.00
A74	SP 8-05	PRECAST CONC. WHEEL STOP	12	EACH	\$ 120.00	\$ 1,440.00
A75	8-22	PAINT LINE	5,900	L.F.	\$ 1.00	\$ 5,900.00
A76	8-22	PLASTIC CROSSWALK LINE	190	S.F.	\$ 7.00	\$ 1,330.00
A77	8-22	PLASTIC STOP LINE	10	L.F.	\$ 18.00	\$ 180.00
A78	8-22	PLASTIC TRAFFIC ARROW	21	EACH	\$ 268.00	\$ 5,628.00
A79	8-22	PLASTIC TRAFFIC LETTER	60	EACH	\$ 120.00	\$ 7,200.00
A80	8-22	PLASTIC ACCESS PARKING SPACE SYMBOL	6	EACH	\$ 297.00	\$ 1,782.00
A81	8-23	TEMPORARY PAVEMENT MARKING-LONG DURATION	1	L.S.	\$ 4,767.00	\$ 4,767.00
A82	8-20	ILLUMINATION SYSTEM	1	L.S.	\$ 389,800.00	\$ 389,800.00

PROPOSAL FORM (Continued)

ADDENDUM #2

ALTERNATIVE A BID PROPOSAL FORM (cont.)						
Item No.	Spec. Section	Item Description	Est. Qty	Units	Unit Price	Amount
A83	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 20,797.00	\$ 20,797.00
A84	2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	410	C.Y.	\$ 57.00	\$ 23,370.00
A85	1-05.4	STRUCTURE SURVEYING	1	L.S.	\$ 20,250.00	\$ 20,250.00
A86	1-05.4	ROADWAY SURVEYING	1	L.S.	\$ 11,911.00	\$ 11,911.00
A87	1-05.4	ADA FEATURES SURVEYING	1	L.S.	\$ 4,767.00	\$ 4,767.00
A88	Division 8	BOLLARD TYPE 1	4	EACH	\$ 1,575.00	\$ 6,300.00
A89	8-14	CEMENT CONC. SIDEWALK	740	S.Y.	\$ 99.00	\$ 73,260.00
A90	8-14	COLOR CEMENT CONCRETE SIDEWALK	1,040	S.Y.	\$ 194.00	\$ 201,760.00
A91	8-14	CEMENT CONC. CURB RAMP TYPE PARALLEL A	1	EACH	\$ 4,669.00	\$ 4,669.00
A92	8-14	CEMENT CONC. CURB RAMP TYPE PARALLEL B - MODIFIED	2	EACH	\$ 3,855.00	\$ 7,710.00
A93	8-14	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	3	EACH	\$ 3,855.00	\$ 11,565.00
A94	8-14	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR B	1	EACH	\$ 4,665.00	\$ 4,665.00
A95	7-05	CONNECTION TO DRAINAGE STRUCTURE	2	EACH	\$ 5,642.00	\$ 11,284.00
A96	7-05	MANHOLE 48 IN. DIAM. TYPE 3	1	EACH	\$ 7,997.00	\$ 7,997.00
A97	7-05	LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN	3	EACH	\$ 1,282.00	\$ 3,846.00
A98	1-04.4(1)	MINOR CHANGE	1	CALC	\$15,000	\$15,000
A99	SP 1-04.12	INSPECTOR'S TRAILER AND SITE	1	L.S.	\$ 18,353.00	\$ 18,353.00
A100	2-12	CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL	720	S.Y.	\$ 8.00	\$ 5,760.00
A101	1-07.5(6)	TURBIDITY MONITORING	1	L.S.	\$ 8,272.00	\$ 8,272.00

PROPOSAL FORM (Continued)

ADDENDUM #2

ALTERNATIVE A BID PROPOSAL FORM (cont.)						
Item No.	Spec. Section	Item Description	Est. Qty	Units	Unit Price	Amount
A102	SP 8-26	CIP CONCRETE OUTCROP	1	L.S.	\$ 143,000.00	\$ 143,000.00
A103	SP 8-26	OUTCROP BEACON	1	L.S.	\$ 35,108.00	\$ 35,108.00
A104	SP 6-11	CONCRETE SEAT WALL	72	L.F.	\$ 765.00	\$ 55,080.00
A105	SP 8-30	PICNIC TABLE	4	EACH	\$ 1,060.00	\$ 4,240.00
A106	SP 8-30	BENCH	2	EACH	\$ 762.00	\$ 1,524.00
A107	SP 8-30	BACKLESS BENCH	10	EACH	\$ 862.00	\$ 8,620.00
A108	SP 8-30	BIKE RACK	6	EACH	\$ 1,000.00	\$ 6,000.00
A109	SP 8-28	TRASH RECEPTACLES	7	EACH	\$ 989.00	\$ 6,923.00
A110	SP 1-05.18	RECORD DRAWINGS (minimum Bid \$2,500)	1	L.S.	\$ 4,109.00	\$ 4,109.00
A111	SP 6-20	RESTROOM AND CONCESSIONS BUILDING	1	L.S.	\$ 493,800.00	\$ 493,800.00
ALTERNATIVE A Total Bid Price					5,747,599.00	
Sales Tax at 10.1%					580,507.50	
Total ALTERNATIVE A Bid Price including tax (in figures)					6,328,106.50	
Total ALTERNATIVE A Bid Price including tax (in words)					Six Million three hundred twenty eight thousand one hundred six and fifty cents.	

PROPOSAL FORM (Continued)

Attached hereto is the required Bid Security in the amount of \$ 5% of Bid Total
(Five Percent of Bid Total) payable to the City of Des Moines which is equal
to or more than five percent (5%) of the total bid price.

Signed [Signature]

Title President

Name of Bidder Bergerson Construction, Inc.

Registration or license, Division of Professional Licensing:

1. License Number BERGECI1210H

2. Date May 19, 2021

3. Contractor's Signature [Signature]

4. Title President

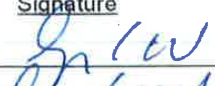
Address of Bidder: 55 Portway Street Astoria, OR 97103
Street City Zip

Telephone Number of Bidder 503-325-7130
Office Home

Email Contacts admin@bergerson-const.com

Date of Bid May 19, 2021

Receipt is hereby acknowledged for the following Addenda:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Signature</u>
1	April 28, 2021	
2	May 14, 2021	

The bidder acknowledges that bids must be submitted for all Bid Schedules. Partial Bids shall not be considered.

Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for North Marina Parking Lot Bulkhead & Restroom Replacement Project

Form of a Bid Bond

BID BOND DEPOSIT

Herewith find deposit in the form of a bid bond (state whether certified check, cashier's check, bid bond, or postal money order)

for the amount of Five percent of the total amount bid, which amount is not less than five percent (5%) of the total bid, including sales tax.

Signature [Signature]

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Bergerson Construction, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the City of Des Moines, as Obligee, in the penal sum of Five percent of the total amount bid dollars (\$ --- 5% ---) for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The Condition of this obligation is such that if the Obligee shall make award to the Principal for the **North Marina Parking Lot Bulkhead & Restroom Replacement Project**, according to the terms of the proposal or bid made by the Principal therefore and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or, if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids; then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 17th DAY OF May, 20 21.
Bergerson Construction, Inc.

Principal
Travelers Casualty and Surety Company of America

Surety Kristine E. Calvin, Attorney-in-Fact

Received return of deposit in the sum of _____

Date _____

Signature _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kristine E. Calvin**, of **Portland, Oregon**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February**, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of May, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Non-collusion Affidavit

City of Des Moines

STATE OF WASHINGTON)

) ss.

County of King)

Gregory A. Morrill, being first duly sworn on his oath, says he is President of Bergerson Construction, Inc. and that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any matter sought by collusion to secure to (her)(him)self an advantage over any other bidder or bidders.

Signature [Signature]

Subscribed and sworn to before me this 19th day

of May, 2021.

Jennifer Lyn Schenbeck

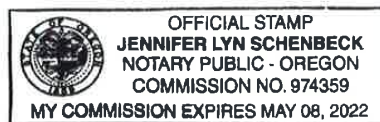
Notary Public in and for the State of ~~Washington~~ Oregon

1028 Nautical Drive, Hammond, OR 97121

Residing at

My commission expires

May 8, 2022



Statement of Bidder's Qualifications

Each bidder submitting a proposal on work included in these Plans and Specifications shall prepare and submit as part of this bid the following schedule:

1. Name of bidder:
Bergerson Construction, Inc.
2. Business address and telephone number:
55 Portway Street
Astoria, OR 97103
503-325-7130
3. How many years has said bidder been engaged in the contracting business under present firm name:
52 Years
4. Contracts now in hand (gross amount):
\$ 4 Million
5. General character of work performed by said company:
Marine Structures
Heavy-Civil Structures
Dredging
6. List of more important projects constructed by said company, including approximate costs and dates:
Port of Everett-Central Marina Improvements Phase 1, 2,3- \$11.4 Million
Port of Grays Harbor- Westport Marina Dredging - \$1.5 Million
USACE - Columbia River King Pile- \$2.1 Million
Georgia Pacific Wauna Riverine Structures Season 2 - \$2.2 Million
7. List of company's major equipment:
6 Crawler Cranes (70 Ton to 230 Ton) Fleet of Sectional Barges
5 Conventional Barges 5 Tug Boats

Work Skiffs

Excavators

Dredge Pumps

8. Bank references:

Wells Fargo Bank- Jan Yutzy 503-937-9378

9. Dept. of Labor and Industries' firm number:

601-105-561

10. Dept. of Revenue registration number:

93-0600594

Name of Bidder Bergerson Construction, Inc.

By 

Title President

Date May 19, 2021

**Subcontractors Name, Address,
and Telephone Number**

<u>Dalton, 3511 132nd St.SW, Suite 4, Lynnwood, WA 98087, 425-787-1826</u>	<u>Electrical</u>
<u>JH Kelly, 821-3rd St., Longview, WA 98632, 360-423-5510</u>	<u>Plumbing</u>
<u>Buckley Nursery, 16819-92nd Street E, Sumner, WA 98390, 253-863-9563</u>	<u>Landscaping</u>
<u>Belarde Company, PO Box 684, Woodinville, WA 98072, 425-376-2500</u>	<u>Concrete</u>
<u>DBM Contractors, 1220 S. 356th St., Federal Way, WA 98003, 253-838-1402</u>	<u>Drilling</u>
<u>R2M2 Rebar , 2255 NE 194th Ave., Portland, OR 97230, 503-907-1600</u>	<u>Rebar</u>

Material (major items only)

JD Fields 2102 N 30th st, Suite B, Tacoma, WA 803.323.7682	Sheet Piles
same as above	Pipe Piles

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date April 28, 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bergerson Construction, Inc.

Bidder's Business Name



Signature of Authorized Official

Gregory A. Morrill

Printed Name

President

Title

May 19, 2021

Date

Astoria

City

Oregon

State

Check One:

Sole Proprietorship D Partnership D Joint Venture D Corporation D

State of Incorporation, or if not a corporation, State where business entity was formed:

Oregon

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Statement of Bidder Responsibility Criteria

I, by signing the proposal and this statement, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned persons(s), firm, association, or corporation meet all the bidder responsibility criteria for public works contracts under RCW 39.04.350.
2. That the undersigned persons(s), firm, association, or corporation meet all the bidder responsibility as identified in the Contract Documents.
3. That by signing the proposal and this form, I am deemed to have signed and to have agreed to the provisions of this statement.
4. That by signing the proposal and this form, if omissions are found the bidder will be deemed an unresponsive bidder or if awarded a public works project, the contract will be immediately terminated by the Contracting Agency.

Contract Title: City of Des Moines North Marina Parking Lot Bulkhead and Restroom Replacement Project

Bidder's Business Name: Bergerson Construction, Inc.

Bidder's Name: Gregory A. Morrill

Bidder's Signature: 

Bidders Title: President

Date: May 19, 2021

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Supplemental Agreement Number 5		Organization and Address	
Original Agreement Number 17-108		Phone: 360-357-8289	
Project Number 310.405	Execution Date	Completion Date	
Project Title CODM N. Marina Pk. Lot & RR Replace	New Maximum Amount Payable \$2,667,306.40		
Description of Work (Original Scope of Work - 12/11/17 Executed Agreement); (Supplement No. 1 Scope of Work - 2/13/2020 Executed Supplement); (Supplement No. 2 Scope of Work - 2/12/2021 Executed Supplement); (Supplement No. 3 Scope of Work - 2/12/2021 Executed Supplement); (Supplement No. 4 Scope of Work - 5/25/2021 Executed Supplement).			
Services generally include base bid construction management services - N. Marina Parking Lot Bulkhead & Restroom Replacement			

The Local Agency of Des Moines

desires to supplement the agreement entered in to with Exeltech Consulting, Inc.

and executed on see above for dates and identified as Agreement No. 17-108

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

The Consultant shall provide the following services under this Supplement:

Provide Construction Management Services for the Marina Bulkhead Replacement Project as outlined in the attached Scope of Work (Exhibit B).

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

Contract payment increase by \$965,437.05 per Exhibit A attached.

New Total Maximum Amount Payable of \$2,667,306.40

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Santosh J. Kuruvilla, President - Exeltech Consulting, Inc. By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments
City of Des Moines Marina Bulkheads

	Basic Agreement	Supplement No. 1	Supplement No. 2	Supplement No. 3	Supplement No. 4	Supplement No. 5	Total
Direct Salary Cost	\$200,426.90	\$12,539.63	\$21,147.37	\$37,545.20	\$6,419.76	\$280,016.78	\$558,095.64
Overhead (Including Payroll Additives)	\$340,084.36	\$19,290.98	\$34,334.87	\$60,958.39	\$10,423.12	\$454,635.24	\$919,726.96
Direct Non-Salary Costs (Includes Subconsultant Costs)	\$777,572.88	\$21,756.60	\$1,966.00	\$17,163.68	\$42,912.00	\$146,780.00	\$1,008,151.16
Fixed Fee	\$70,149.42	\$4,388.87	\$7,401.58	\$13,140.82	\$2,246.92	\$84,005.03	\$181,332.64
Sub-Total	\$1,388,233.56	\$57,976.08	\$64,849.82	\$128,808.09	\$62,001.80	\$965,437.05	
Total		\$1,466,209.64	\$1,511,059.46	\$1,639,867.55	\$1,701,869.35	\$2,667,306.40	\$2,667,306.40

EXHIBIT B

**Scope of Services
City of Des Moines
Base Bid Construction Management Services
North Marina Parking Lot Bulkhead & Restroom
Replacement**

June 2021

Prepared by:

Exeltech Consulting, Inc
8729 Commerce Pl Dr NE, Suite A
Lacey, WA 98516



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INTRODUCTION

Des Moines (hereinafter ("City") is the Contracting Agency for this Scope of Services. Exeltech Consulting, Inc (hereinafter "Consultant") will work under the City's Project Manager and will provide construction management and inspection services to support the City throughout the construction of the North Marina Parking Lot Bulkhead & Restroom Replacement Project (hereinafter "Project"). Services generally include project management, documentation control, inspection, materials testing and contract administration during the construction of the Project, as further detailed in this scope of services.

The Consultant's Construction Management Team for this scope of work will consist of Exeltech's Project Manager, Office Engineer, Field Inspector, and Documentation Control Administrator. The following sub-consultants will support construction management services; Makers (Urban Design), BLRB (Architectural) and Shannon & Wilson (Geotechnical). Materials testing will be provided by MTC as a project expense.

The Consultant will act as the direct point of contact for correspondence sent to and received from the Contractor and will work to facilitate discussions between the Contractor and the Engineer of Record (EOR).

PROJECT DESCRIPTION

The proposed improvements to the Des Moines Marina Parking Lot and Bulkhead include:

- Replace existing bulkhead with new bulkhead.
- Replace the Breakwater piles
- Construct a new restroom along with associated utilities in the SW corner of the parking area.
- Build new urban design amenities within the project vicinity.
- Construct new sidewalks around the north, west, and south perimeter portions of the marina parking.
- Construct a new illumination system for the west and north bulkhead along with some new parking area luminaires.
- Reduce seawater overtopping of the north and west bulkheads by constructing a 2-foot barrier atop the bulkhead.

ASSUMPTIONS

1. The level of services is based on a Construction Contract for the Base Plan

that is assumed to be 260 working days. The Consultant's Construction Management Team will begin pre-construction activities approximately one (1) month prior to construction and will continue to provide post-construction activities for approximately one (1) month after construction completion. The scope of services is therefore based on a duration of 260 working days during construction, plus pre & post construction tasks as defined in the scope.

2. Contractor's work is anticipated to take place during daylight hours on a single shift of 8 to 10 hours per day, 5 days per week.
3. Services will be performed in accordance with the WSDOT Local Agency Guidelines (LAG) and the WSDOT Construction Manual.
4. Project construction is assumed to be continuous and without a suspension or winter shutdown.
5. The Consultant's Construction Management Team is assumed to include the following labor resources (on average) during the duration of the construction contract:
 - One QA/QC Principal Engineer, 4 hrs. per month
 - One Project Manager, average 16 hrs per week
 - One full time (average 9 hours/day) Inspector, average 45 hrs. per week
 - One part time Office Engineer, average 12 hrs per week
 - Part time Documentation/Administration, average 16 hrs per week
 - Environmental support for site monitoring and environmental compliance
 - Engineer of Record for technical support, average 4 hrs per week
 - Makers for urban design construction support
 - BRLB for architectural support for restroom construction
 - Shannon & Wilson for on-call geotechnical support
 - Materials Testing Firm as required by ROM

Professional services will be limited to the assumed hours/costs established in Exhibit E-1, unless additional services are authorized by the City.

The project construction sequence is assumed to remain the same even if duration of activities change.

6. To streamline communication, project direction from the City will be channeled through Consultant's Construction Management Team, who will also serve as the primary point of communication with the Contractor.
7. Exeltech's Project Manager will report directly to, and communication flow will be directly to/from the City's Project Manager.
8. Project documentation will be maintained in the Consultant's web-based documentation software and filed in accordance with standard filing

protocol. At the completion of the project, the original project documentation will be transferred to the City.

9. Hazardous materials and or archaeological discoveries/conditions are not known to be present at the project site, but will be properly dealt with if encountered.
10. The Construction Management Team will have direct access to communicate with the EOR through the RFI process and will receive timely responses to requests.
11. The Consultant will lead the coordination between the Contractor's activities and the impacts to the local residents and businesses.
12. Construction surveying will be done by the Contractor.
13. Observations/Inspections by the Construction Management Team will not in any way relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

1. PROJECT MANAGEMENT

1.1 General Project Management

Throughout the duration of the project, the Project Manager's activities will include coordination and oversight of the Construction Management Team's operations, including inspection, office engineering, answering questions regarding contract administration, and offering advice to the City on construction issues.

The Consultant will work with the City to develop and monitor the scope, schedule, and budget for the construction management services on the project. Any issues or changes that arise will be proactively communicated and documented with the City's Project Manager.

The QA/QC Principal Engineer will periodically contact the City to conduct QA performance reviews of the Construction Management Team. If there are any concerns he will work with the team to resolve them.

Consultant Resources: QA/QC Principal Engineer, Project Manager

1.2 Monthly Invoices

The Consultant's monthly invoices for the services provided with this Agreement will document the efforts of the Construction Management Team.

Prior to the first billing, the Consultant will coordinate with the City on an acceptable format for the Consultant's monthly Invoices.

Consultant Resources: Project Manager, Administration

1.3 Project Award Application Support

The Consultant, at the end of the project, will assist the City with applying for

project awards that are applicable for the Des Moines Bulkhead replacement project.

Consultant Resources: Project Manager

2. PRE-CONSTRUCTION ACTIVITIES

2.1 Construction Team Preparation

The Consultant will prepare a Construction Management Plan (CMP) that will outline delivery strategy for coordinating the anticipated activities. This document will be reviewed in detail with Des Moines at a meeting shortly after Notice to Proceed (NTP).

Consultant Resources: Project Manager, Office Engineer and Inspector

2.2 Pre-construction Conference

The Consultant will prepare for and conduct a Pre-construction Conference prior to the Contractor beginning work. The Consultant will develop an agenda, based on the City's template, and relevant project distribution information for the City's review and approval prior to the Conference. The Consultant will distribute notices of and facilitate the meeting, which will be held at the City's offices. The Consultant will prepare and distribute meeting minutes within seven (7) days of the Conference to attendees and affected agencies, staff, etc.

At the Pre-construction conference, the Consultant will facilitate discussions with the Contractor concerning the plans, specifications, schedules, issues with utilities, unusual conditions, federal, state, and local requirements, EEO, DBE requirements, and any other items that will result in better project understanding among the parties involved.

Consultant Resources: Project Manager, Office Engineer, Inspector, EOR

2.3 Pre-construction Photographs

The Consultant will take pre-construction photographs which will document the existing condition of the Project right-of-way, and relevant buildings and structures adjoining the site. Photos will be cataloged as to their location, date, and other relevant information. The Consultant will provide a copy of the pre-construction photographs to the City in digital format.

Consultant Resources: Inspector, Document Administrator

2.4 Project Management Review (PMR)

Exeltech will provide a Project Management Review under the same format as a provided in the Local Agencies Guidelines Manual - Chapter 53 – Our focus will be to assist the City in being fully prepared with required documentation review by HQ H&LP's. The areas for review will include, Design, P.E. Review, Contract Ad and Award, R/W Review, Consultant Agreement Review, DBE, SBE and Training Compliance, and Contract Administration Review.

Contract Administration Review will be ongoing and require monthly reviews to ensure compliance with the Local Agency Guidelines. Elements should be

provided for with a single review and one or two coordination meetings with the owners of the involved support documentation. Any additional needed reviews or need for coordination will be brought to the attention of the City for additional direction.

Consultant Resources: QA/QC Engineer, Project Manager

3. CONTRACT ADMINISTRATION FOR CONSTRUCTION

3.1 Project Meetings

The Consultant will attend various project related meetings with the Contractor (including weekly project meetings at the project site). The Consultant will prepare the agenda, keep meeting minutes, and the action item list for each of the weekly Project meetings. The Consultant may also be required to attend and participate in weekly safety tool box meetings as conducted by the Contractor. No minutes will be provided for safety meetings but will be noted in the inspector's daily report.

Consultant Resources: Project Manager, Field Inspector, EOR, Document Admin.

3.2 Project Communication

The City will carry the primary responsibility for public involvement/outreach. The Consultant will assist the City with responses to public inquiries about the project. The Consultant will develop and regularly maintain a communication log that documents project inquiries (by phone, e-mail, or in person) and their resolution. calls will be recorded in a phone memorandum. The Consultant will develop responses to inquiries within 24 hours and follow up as necessary.

The Consultant is the primary contact for any adjacent property owners and will remain in contact with them as necessary throughout out the project.

The Consultant will assist the City as requested for other public/agency communications and attend up to three evening meetings.

Consultant Resources: Principal, Project Manager, Document Admin.

3.3 Submittal Management

Project submittals will be logged and tracked by the Consultant. The Consultant will coordinate and process the receipt, distribution, review and compilation of comments; and monitor and track the processing of RFI's,

submittals, samples, shop drawings, steel reinforcing details, bar lists, mix designs, test reports, traffic control plans, change orders, payment requests, certified payrolls, and other submittals from the Contractor for compliance with the contract documents.

In cooperation with the City and the EOR, the Consultant will prepare a matrix that identifies key submittals that will be transmitted to the design engineer and/or the City for review and approval, and those that will be processed by the Consultant.

The Consultant will track and approve the processing of Request for Approval of Materials (RAM's) and review and distribute as necessary. Contractor submittals to City staff and/or EOR for will be submitted for approval, including proposed designs, construction methods and procedures for the various components of the structures, formwork and false work submittals, catalog cuts, and shop drawings for compliance with the Contract documents. The Consultant will seek technical expertise from the EOR when required for clarification or resolution of Contract drawings.

The Consultant will process the requests for sublet; and will review and approve the requests according to the specification 1-08.1.

The Consultant will review and respond on the SPCC / Erosion Control Plan and will monitor the Contractor's administration of the Plan.

The Consultant will monitor the Contractor's preparation of quarterly and annual DBE Reports, and will transmit them to the WSDOT Local Programs office.

Consultant Resources: Project Manager, Office Engineer, Documentation Administrator, EOR

Subconsultants – Makers, BLRB

3.4 Inspection Services

The Consultant will inspect on-site construction methods, products, materials, and activities for conformance with the project plans, specifications, Contract documents, submittals and applicable codes and design standards with the ROM. Any non-conformances, deviations, defects or deficiencies observed will be documented and communicated to the City.

The Inspector will be the City's representative to coordinate and facilitate the Contractor's work with Utilities, and the adjoining property owners on the project.

The Consultant will review the required wage rates and conduct the required employee wage interviews. The Consultant will also track the required DBE goals, and prepare Monthly Utilization Reports.

The Consultant will track and inspect materials deliveries, storage and protection for compliance. The Consultant will coordinate the technical inspection and verify acceptance testing for project materials and constructed components as specified by the ROM.

The Consultant will document observed non-conforming work, and as necessary in conjunction with the design team make recommendations to the City for corrective measures. In addition, the Construction Management Team will notify the Contractor immediately and proactively work with the Contractor to resolve such issues. Resolution of nonconforming issues/item, will be tracked to assure that corrective work is completed. As necessary, disputes will be elevated to the proper level.

The Consultant will prepare Inspector's Daily Reports (IDRs) by utilizing the WSDOT electronic Inspector's Daily Report forms 422-004 and 422-004A, documenting weather conditions, labor, equipment, and materials used, material and equipment deliveries to the site, phases of work being undertaken with start and stop times, work by bid item number, environmental permit compliance, Contractor contacts made, visitors to the site, quality of work, shortages, requests for change orders, engineer directives and/or clarifications, design issues, safety, traffic management, accidents, any notices received, interfaces with other agencies and government officials, identification of different site conditions and contaminated materials and the influence of external events such as weather and strikes which may affect the cost or completion schedule for the work. IDR's will be posted to e-Room by the end of the next day's shift.

The Consultant will provide daily reports on any Force Account items on the WSDOT 422-008 form, and document and calculate the amount to be paid for work performed on the force account.

The Consultant will use WSDOT form 422-635 to document and record field calculations and notes.

The Consultant will provide a weekly statement of working days to the Contractor and a copy to the file.

The Consultant will provide pictorial documentation through weekly progress photos during the construction period. The construction photographs will be in digital format and cataloged by date. Construction photographs will be posted to e-Room on a weekly basis. On a routine basis there will be progress photos taken in the same location and angle as the pre-construction photos.

Consultant Resources: Project Manager, Field Inspector, Document Administrator

Subconsultants – Makers, BLRB, Shannon & Wilson

3.5 Claims/Change Order Administration

The Consultant will work to resolve day-to-day construction disputes which may occur during the course of the Project and will promptly inform the City of notices of changes or claims/issues raised by the Contractor.

The Consultant will assist and work on behalf of the City in preparing and negotiating claims, change order costs and time extensions by evaluating the Contractor's proposal and performing a preliminary evaluation of the contents of the change or claim and obtaining factual information concerning the

change or claim to evaluate merit and entitlement. The Consultant will prepare independent cost estimates based on the alleged cause of claims or proposed changes submitted by the Contractor. Upon successful change order negotiations, the Consultant will prepare the final change order for execution by the City and the Contractor. Where applicable, the Consultant will

prepare alternate estimates based on varying scenarios of the change or claim cause. These estimates will be transmitted to the City and will be used in claim

or change order rulings and negotiations. delays and extra work will be monitored and tracked. The Consultant will advise the City of the acceptability of price and time extension prior to submittal to the Contractor for their signature.

The Consultant will coordinate with and obtain written concurrence from the EOR on the description of work for each change order, which will be included as an attachment to the change order.

The Consultant will prepare and maintain a Change Order Report which will be provided to the City on a weekly basis. The report will document and track change order information pertaining to proposed and executed change orders and their effect on the contract price as of the date of the report.

The Consultant will coordinate emergency change order work as directed by the City.

If necessary, the Consultant will provide dispute resolution procedures and expert witness deposition during litigation (associated time not included in current budget).

minor items of work, per the contract bid item, will be approved by the City's Project Manager before the Consultant directs the Contractor to proceed with the work.

Consultant Resources: Project Manager, Office Engineer, Field Inspector, EOR, Document Admin.

3.6 Monthly Construction Contract Schedule Review

The Consultant will perform an initial detailed schedule review of the Contractor provided CPM for conformance with the contract documents and will discuss related schedule issues or concerns with the City.

On a monthly basis, the Consultant will review and respond to the Contractor's updated construction schedule and compare with field-observed progress.

The Consultant will monitor and regularly report to the City regarding schedule compliance. If issues arise, the Consultant will report to the City with suggested resolutions, and coordinate with Contractor in the development of recovery schedules, as needed, to address delays caused by either events or issues within the Contractor's control or other events or issues beyond the Contractor's control.

The Consultant will advise the City and make recommendations for exercising the City's contract prerogatives, including giving the Contractor notice to accelerate the project progress, withhold payment for cause, and other prerogatives available in-an-effort to achieve contract and schedule compliance.

Consultant Resources: Project Manager, Office Engineer

3.7 Prepare Monthly Contractor Payments

The Consultant will track installed quantities and prepare a monthly pay estimate for the City to make payment to the Contractor based on measured

quantities of work performed for each bid item. The Consultant will have the Contractor review the estimate and resolve any discrepancies prior to sending it to the City for processing. As necessary, the Consultant will prepare correspondence explaining payment recommendations.

Consultant Resources: Project Manager, Office Engineer, Field Inspector, Document Admin.

3.8 Document Reviews

The Consultant will conduct periodic internal quality documentation audits to monitor that documentation is complete and accurate. The audit will be conducted by an independent member of the Consultant's staff. The Consultant's project team will then respond to findings and recommendations from the audit.

Consultant Resources: Project Manager, Office Engineer, Principal Engineer (QA/QC), Document Admin.

3.9 Record Drawings

The Consultant will maintain a set of red line drawings on full size plan sheets that shows revisions to the plans that were constructed in the field. This will be provided to the City at the completion of the project.

Consultant Resources: Field Inspector, Document Admin.

3.10 Materials Testing

The Consultant will coordinate and manage materials testing required on the Project. The Consultant will document and evaluate results of testing, and address deficiencies. The Consultant will use Materials Testing & Consulting (MTC) to perform necessary field and lab testing of granular materials, structural concrete, and other materials requiring testing, except Hot Mix Asphalt (HMA). HMA Compaction testing will be done by MTC and they will collect and deliver samples to WSDOT for materials testing. The City will coordinate with WSDOT for this testing to be done by them. Testing will be performed by the Consultant's sub consultant MTC for those items requiring physical acceptance testing in accordance with the project plans and specifications. Testing will be done according to the Local Agency Guidelines (LAG) and the WSDOT Construction Manual (as modified by the LAG manual). Specifically, this includes Table 9-3.7 of the WSDOT CN Manual as modified by Section 52.3 Quality Control of the LAG. Testing has been based on the hours and tests included in Exhibit G-1.

Consultant Resources: MTC, Field Inspector

3.11 Project Closeout

When appropriate, the Consultant will make a recommendation for issuance of substantial construction completion. The Consultant will coordinate with the City, the engineer of record, sub-consultants, Utilities, and other affected agencies to perform a project walk through and inspection and oversee production of a comprehensive list of deficiencies and punch list items to be completed by the Contractor. The punch list and Certificate of Substantial Completion will be prepared by the Consultant and issued by the City. The

Consultant will sign-off on punch list work as it is completed in accordance with the Contract documents.

Following completion of punch list work, the Consultant will recommend that the City and/or Utilities accept the Project. Once involved entities have accepted the Project in writing, the Consultant will prepare a Certificate of Physical Completion, which will be issued by the City.

The Consultant will prepare and/or finalize necessary reports and documentation for the Project, including the final pay estimate, comparison of preliminary and final quantities, record of material samples and tests, material certifications, affidavit of wages paid, and affidavit of amount paid to DBE participants.

Upon completion of work on the Project, the Consultant will deliver Project documents to the City for permanent storage. Project documentation will be neatly organized and labeled in standard filing boxes. A copy of digital files related to the construction project, including e-mails, will be provided to the City on a mass storage device (thumb drive, or approved equivalent). The Consultant may keep a copy of the project documents for their records.

Consultant Resources: Project Manager, Office Engineer, Field Inspector, Documentation Administrator, EOR

3.12 Post-construction Photographs

The Consultant will take a series of post-construction photographs which will document the final condition of the Project right-of-way, and relevant buildings and structures adjoining the site. Photos will be cataloged as to their location, date, and other relevant information. Numerous photos will be taken from the same location and angle as the Pre-construction photos. The Consultant will provide a copy of the post-construction photographs to the City in digital format.

Consultant Resources: Field Inspector, Document Admin.

4. ENVIRONMENTAL

4.1 Environmental Compliance

Consultant will track and document compliance with environmental permits and regulatory approvals throughout construction. Consultant will use the permits issued by regulatory agencies and the Environmental Commitments List prepared during the design phase as the primary sources of permit conditions and as tools for documenting compliance status fulfillment. Consultant will review and collect Contractor's records for project elements that are subject to permit limitations, including but not limited to pile removal and installation, water quality monitoring, riprap removal and placement, and SWPPP compliance. Consultant will maintain accurate records of construction activities and prepare a Project Completion Report containing project data required by the National Marine Fisheries Service (NMFS) Biological Opinion and US Army Corps of Engineers (USACE) permit.

Consultant Resources: Enviro Inspector, Enviro Compliance, Document Admin.

Exhibit B-2 Cost Summary by Task	Exeltech	BLRB	Makers	MTC	Shannon & Wilson	Total
1. Project Management						
1.1 General Project Management	\$12,438.40	\$0.00	\$0.00			\$12,438.40
1.2 Monthly Invoices	\$4,435.57	\$0.00	\$0.00			\$4,435.57
1.3 Project Award Application Support	\$788.09	\$0.00	\$0.00			\$788.09
						\$17,662.05
2. Preconstruction Activities						
2.1 Construction Team Preparation	\$14,751.32	\$0.00	\$0.00			\$14,751.32
2.2 Preconstruction Conference	\$2,641.30	\$350.00	\$690.00			\$3,681.30
2.3 Preconstruction Photographs	\$773.70	\$0.00	\$0.00			\$773.70
2.4 Project Management Review	\$2,672.81	\$0.00	\$0.00			\$2,672.81
						\$21,879.13
3. Contract Administration for Construction						
3.1 Project Meetings	\$32,511.02	\$2,560.00	\$0.00			\$35,071.02
3.2 Project Communication	\$15,658.92	\$0.00	\$0.00			\$15,658.92
3.3 Submittal Management	\$104,466.89	\$10,850.00	\$14,830.00			\$130,146.89
3.4 Inspection Services	\$439,711.31	\$10,240.00	\$3,450.00			\$453,401.31
3.5 Claims/Change Order Administration	\$30,203.13	\$0.00	\$0.00			\$30,203.13
3.6 Monthly Construction Contract Schedule Review	\$10,727.74	\$0.00	\$0.00			\$10,727.74
3.7 Prepare Monthly Contractor Payments	\$29,412.00	\$0.00	\$0.00			\$29,412.00
3.8 Document Reviews	\$10,949.47	\$0.00	\$0.00			\$10,949.47
3.9 Record Drawings	\$7,413.31	\$0.00	\$0.00			\$7,413.31
3.10 Materials Testing	\$1,173.18	\$0.00	\$0.00			\$1,173.18
3.11 Project Closeout	\$28,149.12	\$0.00	\$1,210.00			\$29,359.12
3.12 Post Construction Photography	\$773.70	\$0.00	\$0.00			\$773.70
						\$754,289.80
4. Environmental Monitoring						
4.1 Environmental Compliance	\$56,105.99	\$0.00	\$0.00			\$56,105.99
4.2 Environmental Monitoring	\$12,900.09	\$0.00	\$0.00			\$12,900.09
						\$69,006.08
REIMBURSABLES	\$5,600.00	\$0.00	\$0.00	\$27,000.00	\$20,000.00	\$52,600.00
Management Reserve Fund	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
TOTAL	\$874,257.06	\$24,000.00	\$20,180.00	\$27,000.00	\$20,000.00	\$965,437.06

Hours Sheet

Task	Exellech										BLRB					Makers		
	Principal Engineer	Project Manager	Office Engineer	Field Inspector	Document Administrator	Environmental Inspector	Environmental Compliance	Engineer of Record	Administrator	Total Exellech Hours	Principal	Project Manager	Job Captain	Administration	Total BLRB Hours	Principal	Project Manager	Total Makers Hours
1. Project Management																		
1.1 General Project Management	12	48								60								
1.2 Monthly Invoices		12							24	36								
1.3 Project Award Application Support		4								4								
2. Preconstruction Activities																		
2.1 Construction Team Preparation		40	40		20					100								
2.2 Preconstruction Conference	2	4	4	2	2			2		16		2			2	2	2	4
2.3 Preconstruction Photographs				4	2					6								
2.4 Project Management Review	6	6								12								
3. Contract Administration for Construction																		
3.1 Project Meetings		52		52	52			52		208		8	8		16			
3.2 Project Communication	12	52			26					90								
3.3 Submittal Management		52	400		312			80		844	4	36	20	6	68	46	38	84
3.4 Inspection Services		416		2,340	156					2,912		32	32		64	10	10	20
3.5 Claims/Change Order Administration		40	80	20	20			40		200								
3.6 Monthly Construction Contract Schedule Review		24	48							72								
3.7 Prepare Monthly Contractor Payments		12	96	72	48					228								
3.8 Document Reviews	24	12	12		12					60								
3.9 Record Drawings				48	4					52								
3.10 Materials Testing				8						8								
3.11 Project Closeout		40	80	24	40			16		200						2	6	8
3.12 Post Construction Photography				4	2					6								
4. Environmental Monitoring																		
4.1 Environmental Compliance					160	96	160			416								
4.2 Environmental Monitoring						120				120								
GRAND TOTAL	56	814	760	2,574	856	216	160	190	24	5,650	4	80	60	6	150	60	56	116

Fee Determination - Summary Sheet

Project Name: North Marina Parking Lot Bulkhead & Restroom Replacement Project
 Client Name: City of Des Moines
 Task Description: Base Bid Construction Management Services:
 Consultant Fee Determination: Exelrect

Start Date
 End Date
 Project # 17-108

Classification	Man Hours	Rate	Dollars
Principal Engineer	56	\$84.98	\$4,756.88
Project Manager	814	\$67.39	\$54,855.46
Office Engineer	760	\$42.75	\$32,490.00
Field Inspector	257.4	\$50.16	\$12,911.84
Document Administrator	856	\$32.00	\$27,392.00
Environmental Inspector	216	\$36.77	\$7,942.32
Environmental Compliance	160	\$65.88	\$10,540.80
Engineer of Record	190	\$64.30	\$12,217.00
Administrator	24	\$29.52	\$708.48
Total Hours	5,650		
Total DSC			\$280,016.78
Overhead (OH Cost - Including Salary Additives)			
OH Rate x DSC of	162.36%	\$280,016.78	\$454,635.24
Fixed Fee (FF)			
FF Rate x DSC of	30.00%	\$280,016.78	\$84,005.03
Reimbursables			
Itemized	Quantity	Units	Rate
Reproduction and Printing	0	copies	\$0.10
Field Equipment Rental	0	each	\$0.00
Mileage	10,000	Est	\$0.560
Reimbursables Total			\$5,600.00
Subconsultant			
BLRB			\$24,000.00
Makers			\$20,180.00
MTC			\$27,000.00
Shannon & Wilson			\$20,000.00
Subconsultant Total			\$91,180.00
Management Reserve Fund			\$50,000.00
Grand Total			\$965,437.05

Subconsultant Fee Determination - Summary Sheet

Project Name: North Marina Parking Lot Bulkhead & Restroom Replacement Project

Start Date

Client Name: City of Des Moines

Task Description: Urban Design - CM Support

End Date

Subconsultant Fee Determination

Subconsultant: Makers

Project # 17-108

Classification	Man Hours		Rate		Dollars
Principal	60	x	\$215.00	=	\$12,900.00
Project Manager	56	x	\$130.00	=	\$7,280.00
Total Hours	116				
Total DSC					\$20,180.00

Reimbursables

Itemized

	Quantity	Units		Rate		
Reproduction and Printing	0	copies	@	\$0.10	=	\$0.00
Field Equipment Rental	0	each	@		=	\$0.00
Mileage	0	Est	@	\$0.560	=	\$0.00

Reimbursables Total

\$0.00

Grand Total

\$20,180.00

Subconsultant Fee Determination - Summary Sheet

Project Name: North Marina Parking Lot Bulkhead & Restroom Replacement Project

Start Date

Client Name: City of Des Moines

Task Description: Architectural Services

End Date

Subconsultant Fee Determination

Subconsultant: BLRB

Project # 17-108

Classification	Man Hours	OH and FF % of DL Rate	Dollars
Principal	4	x \$205.00 =	\$820.00
Project Manager	80	x \$175.00 =	\$14,000.00
Job Captain	60	x \$145.00 =	\$8,700.00
Administration	6	x \$80.00 =	\$480.00
0		x =	\$0.00
Total Hours	150		
Total DSC			\$24,000.00

Reimbursables

Itemized

	Quantity	Units	Rate	
Reproduction and Printing	0	copies @	\$0.10	= \$0.00
Field Equipment Rental	0	each @		= \$0.00
Mileage	0	Est @	\$0.560	= \$0.00

Reimbursables Total

\$0.00

Grand Total

\$24,000.00

Subconsultant Fee Determination - Summary Sheet

Project Name: North Marina Parking Lot Bulkhead & Restroom Replacement Project
Client Name: City of Des Moines
Task Description: Materials Testing
Subconsultant Fee Determination
Subconsultant: MTC

Start Date
End Date
Project # 17-108

Classification	Man Hours	OH % and % of DL Rate		Dollars
0	0	x	=	\$0.00
0	0	x	=	\$0.00
0	0	x	=	\$0.00
0	0	x	=	\$0.00
0	0	x	=	\$0.00
0	0	x	=	\$0.00
Total Hours	0			

Total DSC = \$0.00

Reimbursables

<u>Itemized</u>	Quantity	Units		Rate		
	1	Est.	@	\$0.00	=	\$0.00
Lump Sum	1	Est.	@	\$27,000.00	=	\$27,000.00
		Est	@	\$0.00	=	\$0.00
	1	Est	@	\$0.00	=	\$0.00
	0	each	@		=	\$0.00

Reimbursables Total \$27,000.00

Grand Total \$27,000.00

Subconsultant Fee Determination - Summary Sheet

Project Name: North Marina Parking Lot Bulkhead & Restroom Replacement Project

Start Date

Client Name City of Des Moines

Task Description: Geotechnical Pile Support

End Date

Subconsultant Fee Determination

Subconsultant: Shannon & Wilson

Project # 17-108

Task	LS		Labor		Dollars
Pile Driving Support	1	x	\$20,000.00	=	\$20,000.00
	1	x		=	\$0.00
	1	x		=	\$0.00
	1	x		=	\$0.00
Total Hours	0				
Total DSC					= \$20,000.00
Reimbursables					
<u>Itemized</u>	Quantity	Units	Rate		
Mileage	0	Est @		=	\$0.00
	0	Est @		=	\$0.00
Other Direct Costs	1	LS @		=	\$0.00
Reimbursables Total					\$0.00
Grand Total					<u>\$20,000.00</u>

4.2 Environmental Monitoring – Pile Driving

Consultant will monitor breakwater pile driving activities for potential impacts to protected species (marine mammals and marbled murrelets). A qualified biologist will be present on-site during all in-water pile driving activities to monitor and record marine mammal and marbled murrelet movement into and out of the work area according to the approved Marine Mammal Monitoring Plan prepared for the project. The biologist will have the authority to halt pile driving activity if protected species are observed within a specified zone around the breakwater. The biologist will signal for pile driving to resume when protected species have moved out of the specified zone.

Consultant Resources: Environmental Inspector

DELIVERABLES

The following is a summary of the deliverables contained within this scope of services, which will be delivered digitally:

1. Monthly Invoices and Progress Reports
2. PMR Review Report
3. Pre-construction Conference agenda and materials
4. Pre-construction Conference meeting minutes
5. Pre-construction Photographs
6. Construction Management Plan w/ Risk Registry
7. Communications Log
8. Submittal Log
9. Inspector Daily Reports w/ Construction Photographs
10. Meeting agenda's and minutes for Project meetings
11. Change Order Log
12. RFI Log
13. Issues Log
14. Monthly Contractor pay estimate
15. Project Completion Report submitted to USACE and NMFS
16. Environmental Commitments List including fulfillment status
17. Project species monitoring record
18. Certificate of Substantial Completion with punch list
19. Physical completion letter and recommendation of final acceptance letter
20. Post-construction Photographs
21. Construction Record Drawings
22. Project records at the completion of the contract

Job No. 17-108		North Marina Parking Lot Bulkhead & Restroom Replacement Project - Base Bid		City of Des Moines		Bid Date: 5/15/2021		Bid Tabulation	
TOTAL CONSTRUCTION COST ESTIMATE		Des Moines IA		The Wizard of Oz					
Item No.	Description	Unit	Quantity	Unit Price	Estimated	Other Bidders	Other Bidders	Other Bidders	Other Bidders
1	MOBILIZATION	L.S.	1	\$87,542.18	\$87,542.18				
2	ASPHALT/CONCRETE SURFACE SALVAGE	LS	1	\$15,000.00	\$15,000.00				
3	ASPHALT/CONCRETE SURFACE REPAIR	LS	1	\$15,000.00	\$15,000.00				
4	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
5	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
6	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
7	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
8	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
9	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
10	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
11	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
12	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
13	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
14	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
15	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
16	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
17	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
18	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
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21	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
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26	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
27	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
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49	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
50	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
51	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
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61	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
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63	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
64	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
65	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
66	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
67	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
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70	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				
71	REMOVING CURB AND SIDEWALK	LS	1	\$15,000.00	\$15,000.00				

TOTAL CONSTRUCTION COST ESTIMATE

[illegible]

revised the book and corrected mistakes.

Kevin E. Weed
Kevin E. Weed, PE
Director of Construction Management, Evolve Consulting, Inc.

TOTAL CONSTRUCTION COST ESTIMATE

[illegible]



Attachment #6

May 20, 2021

Mr. Andrew Merges, PE
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317

Re: North Marina Parking Lot Bulkhead & Restroom Replacement Project Award Recommendation

Dear Mr. Merges:

We recommend approval of award to Bergerson Construction for the North Marina Parking Lot Bulkhead & Restroom Replacement Project, based on the following:

- The Bid has been reviewed against the Lag Manual requirements (46.26) and WSDOT Standard Specification Division 1.
- Bid documents were properly submitted by Bergerson Construction.
- Bid Tabs and Bergerson Construction Bid Package are included with this letter.

Base bid corrections for Bergerson:

- Unit price for Bid Item 1 Mobilization is \$465,000 and amount is shown as \$495,000. Corrected amount to \$465,000.
- Total bid price is \$8,617,942.52 and it should be \$8,622,942.52. New Total Base Bid Price including tax is \$9,493,859.71

Base Bid corrections for Quigg Bros:

- Bid Item 42 Furnishing St. Sheet Piling (AZ14-770) amount is incorrect, it should be \$679,000 not \$683,900 as shown in the bid. Correction will reduce the Base Bid price by \$4,900 before taxes.
- New Total Base Bid Price including tax is \$10,076,186.85.

Based on the Base Bid prices we recommend accepting the corrected Bergerson Base Bid Price including tax in the amount of \$9,493,859.71. This amount exceeds the engineers estimate by \$334,859.71 (3.5%), and is justified based on the following items:

- No significant errors were found in the Engineer's Estimate, price variances were offset by other items.
- We reviewed potential unbalanced bid items (41 and 44) for Driving St. Piling 30 Inch Diameter and Driving St. Sheet Piling. These items are approximately 65% lower than Quigg Bros estimate and the Engineers Estimate. When you compare the total cost for Piles and Sheet Piles including driving piles (Bid Items 40, 41, 42, 43 and 44) the bid price for Bergerson is \$2,342,885 compared to Quigg Bros bid price of \$2,631,550 which is an acceptable variance of 11%.
- The level of competition was as expected.
- Re-advertising would not likely increase competition, nor would it produce a lower bid.
- The total bid amount is within the overall project budget for the Base Bid.

8729 Commerce Place Drive NE
Suite A
Lacey, WA 98516
T: 360.357.8289
F: 360.357.8225
www.xltech.com



Sustainable Engineering Solutions for a Changing World

Page 2

If the City decides to build Alternative A only at this time, we recommend approval of Bergerson Construction based on the following:

- There were no findings of errors in Bergerson Constructions Alternative A Bid Price including tax \$6,328,106.50.
- Quigg Bros Alternative A Bid Price had an error in the amount of \$850,000 greater than total of all bid items and the corrected Alternative A Bid Price including tax is \$7,046,614.70. This amount is still greater than Bergerson Construction bid for Alternative A.

If you have any further questions, please don't hesitate to contact me.

Respectfully Submitted,

EXELTECH CONSULTING, INC.



Kevin E Weed, PE
Director of Construction Management

KEW:dlt

Enclosure



CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1080

Chapter 332, Laws of 2021

67th Legislature
2021 Regular Session

CAPITAL BUDGET

EFFECTIVE DATE: May 18, 2021

Passed by the House April 24, 2021
Yeas 98 Nays 0

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 23, 2021
Yeas 49 Nays 0

DENNY HECK

President of the Senate

Approved May 18, 2021 2:13 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1080** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 19, 2021

**Secretary of State
State of Washington**

1	(Yakima)	\$750,000
2	City of Wenatchee Community Center (Wenatchee)	\$2,500,000
3	Civic Park Mika's Playground (Edmonds)	\$258,000
4	Clallam Joint Emergency Services (Port Angeles)	\$1,200,000
5	Class A Biosolids Dryer (Yelm)	\$850,000
6	Clemans View Park (Naches)	\$442,000
7	Coastal Community Action Program Service Ctr (Aberdeen) .	\$500,000
8	Communications Tower (Ocean Shores)	\$77,000
9	Community Action Resource and Training Center (Omak) . .	\$400,000
10	Community Multi-Use Center (Carnation)	\$1,030,000
11	Cornforth Campbell Demolition & Infrastructure	
12	(Puyallup)	\$330,000
13	Coulee City Medical Clinic (Coulee City)	\$846,000
14	Coulon North Water Walk Repair and Enhancement	
15	(Renton)	\$1,339,000
16	Coupeville Boys & Girls Club (Coupeville)	\$1,030,000
17	Cow Skull Creek and Rushingwater Creek Acclimation Ponds	
18	(Orting)	\$690,000
19	Craft Beverage Lab & Instrumentation (Tumwater)	\$773,000
20	Cross Park Trail and Picnic Shelter (Tacoma)	\$206,000
21	CSML Food Bank Facility (Moses Lake)	\$1,900,000
22	Cultural Anchor Village (Tukwila)	\$1,500,000
23	Curran House Museum (University Place)	\$85,000
24	Dawson Place Facilities (Everett)	\$258,000
25	Day/Night House Exhibit Rebuild - Design Phase	
26	(Seattle)	\$300,000
27	Daybreak Star Indian Cultural Center (Seattle)	\$2,600,000
28	Delridge Wetland Park (Seattle)	\$244,000
29	Des Moines North Marina Bulkhead Replacement Ph II	
30	(Des Moines)	\$2,000,000
31	Doris Morrison Learning Center (Greenacres)	\$1,030,000
32	Downtown Puyallup Redevelopment Infrastructure	
33	(Puyallup)	\$257,000
34	Downtown Revitalization (Blaine)	\$500,000
35	Duffy's Pond Pathway Completion (Kennewick)	\$38,000
36	Early Learning Facility Project for Licensed Childcare	
37	(Hoquiam)	\$721,000
38	East County Family Resource Center Renovation	
39	(Washougal)	\$721,000
40	Edmonds Marsh Restoration (Edmonds)	\$258,000

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 24th Avenue Pipeline
Replacement/Upgrade Project

ATTACHMENTS:

1. 2020-2021 On-Call General Civil
Engineering Services, Parametrix, Task
Order #2020-03
2. Proposed Budget Amendment

FOR AGENDA OF: June 17, 2021

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: June 10, 2021

CLEARANCES:

- ☐ Community Development N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Public Works R. Blum

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal /s/ TG
- ☒ Finance Beth Lane Wilson
- ☐ Courts N/A
- ☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve a task order assignment with Parametrix for the design of storm sewer replacement on South 224th Street (Attachment 1). In addition, approval from Council is requested to direct staff to prepare a CIP budget amendment for the 24th Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St) to provide added surface water engineering design on South 224th Street. The following motions will appear on the Consent Agenda:

Suggested Motions

Motion 1: "I move to approve the Task Order Assignment with Parametrix for engineering design services for South 224th Street Storm Sewer Replacement project in the amount of \$46,222.54 plus a contingency in the amount of \$3,777.00, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted."

Motion 2: “I move to direct Administration to submit a CIP budget amendment for the 24th Avenue South Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St) to incorporate the surface water design on South 224th Street.”

Background

Roadway widening and improvement of 24th Ave S, Kent-Des Moines Rd (SR516) to S 223rd St, is an element of the adopted City of Des Moines Comprehensive Transportation Plan (CTP), Transportation Improvement Plan (TIP), and Capital Improvement Plan (CIP). This project is currently in its design phase with the City’s consultant Parametrix.

This project proposes to construct sidewalks, bike lanes, reduced travel lane widths for traffic calming, two-way left turn lane, storm drainage, and illumination. The project will improve non-motorized user safety by the construction of bike lanes and ADA sidewalks on both sides of the roadway and enhanced pedestrian crossings near Midway Elementary and Pacific Middle schools.

South 224th Street is adjacent to this 24th Ave S corridor and has a failing drainage system in need of replacement. This pipe repair project was originally intended to be designed and constructed by City Staff but depth of the pipe and amount of restoration needed were outside the capabilities of our Public Works field staff.

Discussion

The City has requested that Parametrix prepare this scope of services for the design of the replacement of the storm sewer replacement on S 224th Street. These improvements will include restoration of South 224th Street including replacement of curb, gutter, sidewalk, and pavement. The drainage work will be developed with the 24th Avenue South project and will be included in the overall bidding construction documents for the 24th Avenue South project as a separate bid schedule.

The fee from Parametrix is \$46,222.52. A budget amendment of \$50,000 is requested to transfer into the 24th Ave S CIP from SWM. The remaining funds of \$3,777 (above the Task Order) will be reserved for internal engineering and contingency.

Alternatives

The City Council could elect not to approve the task order. This is not recommended, as there is opportunity for cost savings in construction by joining the S 224th Street storm improvements with the 24th Avenue S Improvements Project.

Financial Impact

A copy of the proposed budget amendment is provided in Attachment 2.

The proposed budget amendment of \$50,000 would be transferred from SWM funds to the 24th Avenue S Improvements Project. \$46,222.52 would be reserved for Parametrix design costs of the S 224th St storm improvements. The remaining \$3,777.48 would be allocated for contingency and internal engineering.

Recommendation/Conclusion

Staff requests that Council approve the proposed motions.

Concurrence

Legal, Public Works and the Finance Departments concur

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Attachment #1

FORMAL TASK ASSIGNMENT DOCUMENT

Task Number 2020-03

The general provisions and clauses of Agreement 19-162 Consultant Services Contract between the City of Des Moines and Parametrix, Inc. for 2020-2021 On-Call General Civil Eng. Services

Shall be in full force and effect for this Task Assignment.

Location of Project: South 224th Street, Des Moines, Washington 98198

Project Title: 224th Street Storm Sewer Replacement

Maximum Amount Payable Per Task Assignment: \$46,222.54

Completion Date: December 31, 2021

Description of Work: Replace storm sewer on South 224th Street as described on the attached Scope of Work and Budget Estimate.

Agency Project Manager Signature: *John Reinhold* Date: 5/27/21

Oral Authorization Date: _____ See Attachment Dated: _____

Consultant Signature: *John C. [Signature]* Date: 3/29/21

Agency Approving Authority: _____ Date: _____

SCOPE OF WORK

City of Des Moines 224th Street Storm Sewer Replacement

PROJECT UNDERSTANDING

The City of Des Moines (City) has requested that Parametrix prepare this scope of services for the design of the replacement of the storm sewer replacement on S 224th Street. The project will replace failing cement concrete pipe and improve drainage in the local area.

These improvements will include restoration of S 224th Street including replacement of curb, gutter, sidewalk, and pavement. The project will be developed with the 24th Avenue S Phase 1 project and will be included in the overall bidding documents for the 24th Avenue S project as a separate bid schedule.

SCHEDULE

The budget estimate assumes that all work included in this scope of services will be completed within nine (9) months of receipt of notice to proceed.

Task 01 – Task Management

Approach

Parametrix will be responsible for continuous tracking and contract administration of this project including preparing monthly invoices, coordination of work efforts with the City's project manager, and coordination with subconsultants. Parametrix's project manager will have routine phone and email contact with the City's project manager on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

This task also includes independent review of all project deliverables by a qualified and licensed professional to ensure that each project deliverable meets the standard of care for our industry and best meets the City's needs.

Assumptions

- The budget estimate assumes that the project will be completed within 9 months of the Notice to Proceed.

Deliverables

- Monthly invoices and progress reports.

SCOPE OF WORK (continued)

Task 02 – Mapping

Approach

Survey crews will supplement previous topographic mapping efforts completed in the area and will extend our mapping on S 224th ST approximately 500 feet from the intersection with 24th Ave S. This will include, but not be limited to, channelization, curbs, flow lines, crown, sidewalk, visible utilities, etc. In addition, conductible utilities will be marked by a subconsultant hired by Parametrix and included in base mapping. Storm and sewer structures in this vicinity will also be opened with an attempt to gather invert elevation information. This field data will then be processed into Civil 3D and a surface will be created at 1-foot contour intervals. Right-of-way will be shown per available public records, based on monumentation found in the field.

Assumptions

- Horizontal Datum will be NAD 83/11, while Vertical Datum will be NAVD88, based on control previously set by Parametrix along this route.
- Parametrix will engage a private utility locate firm to mark underground utilities prior to field work.
- Base map will be developed using Parametrix Survey Mapping Standards.
- Setting of property corners or similar is not included.

Deliverables

- Base map will be prepared in AutoCAD Civil 3D, version 2016 per previous base mapping but will be updated to AutoCAD 2020.

Task 3 – Preliminary Design

Approach

Parametrix will prepare preliminary plans to approximately a 50% design level. The design will establish the “footprint” of the project ensuring the project can be constructed within the existing right-of-way and will include key features such as horizontal and vertical locations of curbs, gutters, sidewalk, driveways, ramps, and the centerline of the road; and provide a basis for an opinion of cost. The approach for completing this task includes the following:

The preliminary plans will be prepared by the Engineer and will include roadway plan and profile drawings and storm sewer plan and profile drawings.

The Engineer will assess the stormwater mitigation requirements by tabulating new and replaced hard surface areas and will determine if any mitigation is required. The draft plan prepared by the City does not appear to require any changes to the overall footprint of the improvements and, therefore, the project should not include any new hard surface areas. Therefore, no additional stormwater mitigation should be necessary and is not included in this scope of services.

Assumptions

- The storm sewer replacement will follow the draft design provided by the City.
- Preliminary plans are limited to the scope included in this task.
- No additional stormwater mitigation will be required in the design of mitigation facilities included in this task order.

SCOPE OF WORK (continued)

Deliverables

- Preliminary Plans in PDF format.
- Stormwater Technical Memorandum outlining the findings of the area calculations and findings.

Task 4 – Final Design and Contract Documents

Goal

To prepare 90% design-level plans, contract documents, and opinion of cost for review by the City, and subsequently prepare final plans, contract bid documents, and opinion of cost for bidding.

Approach

The approach for completing this task includes the following:

- Following acceptance of the Preliminary Design and delivery of comments from the City to Parametrix, Parametrix will prepare 90% plans and contract documents in accordance with the City's design guidelines.
- The 90% and Final Plans are assumed to be consistent with the attached sheet index.
- Parametrix will prepare technical specifications for inclusion in the 90% submittal for the 24th Ave S project. The City will review the 90% submittal and return written comments to Parametrix for incorporation into the final bidding documents.
- The SWPPP for the 24th Ave S project will be updated to include the improvements on S 224th Street.

Assumptions

- This task order includes the preparation of final plans, necessary technical specifications, and an opinion of cost for inclusion into the 24th Ave S project. It does not include a standalone set of contract specifications for bidding this work as an independent contract.

Deliverables

- Draft 90% plans, technical specifications, and opinion of cost in electronic (PDF/MS Word/MS Excel) format for review by the City.

END OF SCOPE OF SERVICES

SHEET INDEX

City of Des Moines
224th St Storm Sewer Replacement

Sheet Index	Sheets
Existing Conditions/Horizontal Control Plan	1
Typical Roadway Sections & Details	2
Demolition & TESC (aka Site Prep)	1
Roadway Plan & Profile	1
Storm Drain Plan & Profile	1
Channelization & Signing Plan	1
Driveway Details	2
Totals	9

Client: City of Des Moines
Project: TA2020-03 224th St Storm Sewer Replacement

Task	SubTask	Description	Burdened Rates:		Labor Dollars		Labor Hours		Regional Division Manager	Sr Project Control Specialist	John M. Betzvog	Steven N. Sharpe	Jared M. Kernitz	Joshua M. Kelly	Becky J. Taylor	Kaslie N. Winters	Engineer III	Surveyor I	Andrew J. Kelly
01		Storm Sewer Replacement Design		299	\$45,082.52			18	16	200	10	4	10	6	9		16	10	
01	01	Task Management		41	\$6,808.18			10	16										
01	02	Mapping		34	\$3,755.94						10	4	10						
01	03STORM	Preliminary Design - Storm		48	\$7,718.08			4		36							8		
01	03ROAD	Preliminary Design - Road		4	\$596.32					4									
01	04STORM	Final Design & Contract Documents - Storm		156	\$23,818.72			4		144							8		
01	04ROAD	Final Design & Contract Documents - Road		16	\$2,385.28					16									
Labor Totals:				299	\$45,082.52			18	16	200	10	4	10	6	9		16	10	
Totals:					\$45,082.52			\$5,560.92	\$2,194.24	\$29,816.00	\$1,254.60	\$783.04	\$980.30	\$555.96	\$968.58		\$2,230.88	\$738.00	

Subconsultants

Applied Professional Services Inc	\$640.00
Subconsultants Total:	\$640.00

Other Direct Expenses

Other Direct Costs	\$345.02
Survey Equipment (\$155/Use)	\$155.00
Other Direct Expenses Total:	\$500.02

Project Total

\$46,222.54

Attachment #1

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

24th & 1st Pipeline Replacement Upgrade

Project # 431815

Summary Project Description:

Replacement of existing storm drainage system on 24th Avenue from S 224th to S 227th Street with approximately 1,100 feet of 36-inch pipe and from S 221st to S 224th with approximately 570 feet of 24-inch diameter pipe. This project will coincide with the 24th Avenue S Improvement Project (Transportation).

CIP Category: Surface Water Mgmt

Managing Department: Plan / Build & PM Admin

Justification/Benefit: During major storm the drainage system along the east side of 24th Avenue between S 225th and S 227th or allows to the pipe system on the west side. These overflows bypass the trunk system which conveys flows to the City Park detention facility and flood properties south of 227th south of Pacific Middle School. This project is recommended in the 1992 Master Creek Basin Plan and is identified as Projects No. 5 and 21 of the 2015 Surface Water Comprehensive Plan.

PROJECT SCOPE										ANNUAL ALLOCATIONS														ANNUAL OPERATING IMPACT									
Expenditures	Current Budget	Requested Change	Total Budget	Project to Date 12/1/18	Actuals		Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Prior Year Spending Adj.	Adj. Plan		Prior Year Spending Adj.	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030	Plan Year 2031	Plan Year 2032	Plan Year 2033	Plan Year 2034	Plan Year 2035	Plan Year 2036	Unallocated Remaining Budget					
					2019	2020									2020	2021																	
Design	75	47	123	27	-	-	40	-	-	-	-	-	-	40	-	40	-	-	-	-	-	-	-	-	-	-	-	-					
Land & Right of Way	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Construction	580	-	580	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Contingency	180	3	183	-	-	-	15	-	-	-	-	-	-	15	-	15	-	-	-	-	-	-	-	-	-	-	-	-					
Total Expenditures	835	50	885	28	-	-	55	-	-	-	-	-	-	55	-	55	-	-	-	-	-	-	-	-	-	-	-	-					
Funding Sources	Current Budget	Requested Change	Total Budget	Project to Date 12/31/18	Actuals		Plan Year 2020	Plan Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Prior Year Under/Over	Adj. Plan		Prior Year Under/Over	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030	Plan Year 2031	Plan Year 2032	Plan Year 2033	Plan Year 2034	Plan Year 2035	Plan Year 2036	Unallocated Remaining Budget					
					2019	2020									2020	2021																	
Surface Water Utility	835	50	885	28	-	-	64	-	-	-	-	-	-	64	-	64	-	-	-	-	-	-	-	-	-	-	-	-					
Total Funding	835	50	885	28	-	-	64	-	-	-	-	-	-	64	-	64	-	-	-	-	-	-	-	-	-	-	-	-					
OPERATING IMPACT										ANNUAL OPERATING IMPACT														ANNUAL OPERATING IMPACT									
Operating Impact	Revenue	Expenses	Net Impact	Project to Date 12/31/18	2020		2021	2022	2023	2024	2025	2026	6 Year Total	Revenue	Expenses	Net Impact	Revenue	Expenses	Net Impact	Revenue	Expenses	Net Impact	Revenue	Expenses	Net Impact	Revenue	Expenses	Net Impact	6 Year Total				
					2019	2020																											
Operating Impact	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Net Impact	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					

Attachment #2

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2021 Des Moines Farmers Market
Agreement

ATTACHMENTS:

Agreement between the City of Des Moines
and Des Moines Farmers Market for the 2021
Farmers Market

AGENDA OF: June 17, 2021

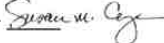
DEPT. OF ORIGIN: Events and Facilities

DATE SUBMITTED: June 11, 2021

CLEARANCES:

☐ Community Development _____

☒ Marina 

☒ Parks, Recreation & Senior Services 

☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance _____

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this presentation is seek City Council approval of the 2021 Agreement between the City of Des Moines and Des Moines Farmers Market for the 2021 Waterfront Farmers Market.

Suggested Motion

MOTION: "I move approve the Agreement with the Des Moines Farmers Market for the 2021 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina on Saturdays from June through October, and other market days throughout the year as may be approved by the City Manager, and authorize the City Manager to execute the Agreement substantially in the form as attached."

Background:

The Des Moines Farmers Market has operated a seasonal Farmers Market in the Marina since 2006. The Market is open every Saturday from June through the last Saturday in October and offers fresh and tasty seasonal crops direct from the growers, an appetizing array of food vendors, a veritable collection of local crafts people, and live musical offerings. A variety of special events also add to the diversity of the Farmers Market. On any given Saturday, people from within Des Moines or visitors from out of town, gather together to buy a variety of fruits and vegetables not found in grocery stores, visit with friends and

neighbors in a lively environment, enjoy lunch or dinner on the lush lawn overlooking the Marina, and experience concerts from local blues, rock, and country music bands. Situated right next to the fishing pier, beach, and walking trails, the Market is a special experience for children, couples, and friends.

Discussion

The Market was formed in 2006 as a non-profit entity requiring all of its farmers to meet a basic set of environmental stewardship principles that ensure that their practice protects the environment and sustains long-term viability of farmland. The Market continues to provide Des Moines and surrounding communities with a variety of vegetables, fruit, honey, cheeses, crafts, flowers, meats, and fish, ready-to-eat foods, education, information, and entertainment. The Market also provides a gathering place and is a positive asset for the City of Des Moines. The Market receives its operating costs from sponsors, donation, grants, and vendor application and stall fees. The attendance and sales have grown consistently since the beginning.

For a typical Saturday, the Farmers Market sets up in the Center Lot of the Marina. The Market uses the two compass rose areas and the promenade between them for an outdoor cafe and entertainment. Market patrons usually park in the North Lot with over-flow parking in the South Lot. Validated parking is provided for two hours to market patrons on Saturdays.

Financial Impact

This year the City is proposing a reduced rental fee of \$100.00 for the entire season. This is the same rental fee as last year and is a significant subsidy to the Market (approximately \$35,000). The Market pays for its own garbage and recycling and the Marina provides restroom supplies and clean-up, sink, hot water, and parking for the food vendors, and electricity.

The City receives an unquantifiable public benefit from hosting the Farmers Market on City property, including increased patrons to Des Moines businesses and an increased sense of community among attendees and vendors.

Recommendation

Approve the Agreement for the 2021 Market.

AGREEMENT
between
THE CITY OF DES MOINES
and
DES MOINES FARMERS MARKET
for the
2021 DES MOINES FARMERS MARKET

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and **DES MOINES FARMERS MARKET** (hereinafter "DES MOINES FARMERS MARKET"), a Washington non-profit corporation, regarding the 2021 Des Moines Farmers Market.

WHEREAS, the City Council finds that the Des Moines Farmers Market enhances the quality of life for residents of the City of Des Moines and wishes to permit it to operate at the Des Moines Marina property on Saturdays from June through October, and other market days throughout the year as may be approved by the City Manager, and

WHEREAS, Des Moines Farmers Market, a 501(c)(4) non-profit organization, was created to operate the Des Moines Farmers Market, and

WHEREAS, the City receives an unquantifiable public benefit from hosting the Farmers Market on City property, including increased patrons in the City's pay parking lot, increased patrons to Des Moines businesses, and an increased sense of community among attendees and vendors, and

WHEREAS, the City Council wishes to have Des Moines Farmers Market manage the Des Moines Farmers Market pursuant to certain terms and conditions; now therefore,

IN CONSIDERATION of the mutual benefits and conditions listed below, the parties agree as follows:

(1) Des Moines Farmers Market agrees as follows:

(a) Des Moines Farmers Market shall conduct the 2021 Des Moines Farmers Market in compliance with the conditions outlined in this agreement and the attached Facility Rental Policies and Procedures (Exhibit 1), and will comply with all federal, state, and local statutes, ordinances, and regulations.

(b) The prime leadership of all Des Moines Farmers Market activities shall be non-City personnel and it is clearly understood that assistance by City personnel is advisory to Des Moines Farmers Market.

(c) Des Moines Farmers Market shall defend, indemnify, and hold the City of Des Moines, 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 conduct of the event or its associated activities, except for injuries and damages caused by the sole negligence or intentional conduct of the City, its officers, agents, and employees. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, Des Moines Farmers Market shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and Des Moines Farmers Market and their respective officers, agents, and employees, or any of them, Des Moines Farmers Market shall satisfy the same.

(d) Des Moines Farmers Market will provide for expenses such as the Market Manager, portable sanitary facilities, advertising and/or promotional banners associated with the event. Des Moines Farmers Market shall provide adequate paid and/or volunteer staff, trained in courteous, efficient service to patrons of the Farmers Market. Des Moines Farmers Market shall ensure that persons handling and vending food and beverage products shall comply with all necessary health regulations.

(e) Des Moines Farmers Market will pay the City the total amount of \$100.00 for the 2021 season for the Market's use of the Des Moines Marina Lot. This discounted rental fee entitles the Market to use of all necessary power and water.

(f) Des Moines Farmers Market will provide and pay for its own garbage utility service.

(g) Des Moines Farmers Market will be allowed to have associated retail sales of food or merchandise as identified in the Des Moines Farmers Market 2021 Application Requirements and Seattle King County Health Department requirements. Des Moines Farmers Market shall not use the Des Moines Farmers Market premises for any purpose other than herein specifically designated without prior written consent of the City.

(h) Des Moines Farmers Market will obtain a City of Des Moines Business License prior to conducting business at the Farmers Market. The Farmers Market business license will allow all individual Market vendors to conduct business during approved Market hours at the approved Market location. A separate Des Moines business license will be required for any vendor who conducts business in Des Moines outside of approved Farmers Market events.

(i) Des Moines Farmers Market shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) aggregate to cover the Des Moines Farmers Market. The City of Des Moines shall be named as additional insured. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The City shall be furnished with original certificates evidencing the insurance requirements thirty (30) days prior to the event. ~~Des Moines Farmers Market shall also work with their insurance provider to confirm that any~~

KR

~~motorized vehicle used by the Market, including the two City-owned shuttle carts, are fully insured in an amount similar to the general liability insurance required above. The Market will provide proof of insurance to the City prior to use of the City-owned carts.~~ WR

(j) Des Moines Farmers Market will be permitted to erect such special signage as is appropriate and in compliance with the Des Moines Municipal Code in the thirty (30) days prior to and during the event. All such signage shall be removed within ten (10) days after the event.

(k) Des Moines Farmers Market will be allowed to solicit booth fees, a percentage of sales and/or charge an admission fee to vendors of the Des Moines Farmers Market to recover the cost of the community event. Des Moines Farmers Market shall bear responsibility for all collection, accounting, and reporting of any funds collected. The City grants this privilege based upon the promoter's agreement that any funds collected in amounts greater than the cost of the event, including, but not limited to costs associated with overhead, staff, promotion and security, will be reinvested, as Des Moines Farmers Market deems fit, in the Des Moines Farmers Market for the benefit of the Des Moines community. Des Moines Farmers Market shall maintain an accounting system meeting the City's approval and agrees to permit the City and its agents and representatives at reasonable intervals at any and all times during usual business hours, to inspect all books, records and accounts of the Des Moines Farmers Market showing gross sales and inventories.

(l) Des Moines Farmers Market agrees to take whatever reasonable measures are necessary to prevent damage to the Marina facility and to be responsible for any damage that may occur as a result of Des Moines Farmers Market's or its vendors' action taken in the conduct of the Des Moines Farmers Market.

(m) A Des Moines Police Department command officer and/or the Fire Marshall of South King Fire District will have the authority to close the Des Moines Farmers Market down at any time should it be necessary, following assessment of any security issue.

(n) Farmer's Market shall pay the City in full on or before the 1st day of June 2021 the amount due.

(o) In recognition of the reduction of the facility rental fees that the City of Des Moines is providing to the Des Moines Farmers Market, the Des Moines Farmers Market will recognize the City of Des Moines as a sponsor in the amount of the reduced rental rate (\$34,786.00).

(p) COVID-19 ADVISEMENT: Due to the global COVID-19 outbreak, emergency proclamations have been issued by the State of Washington, King County, the City of Des Moines, and other jurisdictions authorizing extraordinary measures to respond to and recover from the outbreak. This agreement is being made with the knowledge that there is a significant risk at any time that the event may be cancelled due to measures taken to minimize transmission of the virus. The Farmers Market understands that the City may cancel any or all of the dates without notice at

any time due to the COVID-19 pandemic. The Farmers Market agrees that the City shall not be liable for any direct, indirect, or consequential damages of any kind arising in any way from any cancellation related in any way to the COVID-19 pandemic.

(2) **The CITY agrees as follows:**

(a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Des Moines Farmers Market to use and occupy, for the purpose of the Des Moines Farmers Market in 2021, City facilities and property at the Des Moines Marina.

(b) The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, City Web Page and Channel 21 to inform and educate the public about the event. Any City marketing costs will be paid to the City of Des Moines by Des Moines Farmers Market.

(c) The City Manager is authorized to provide City assistance to the Des Moines Farmers Market, which may include all necessary power and water utilities; services by the Police, Public Works, Parks, and Marina departments for the purpose of logistics coordination, Marina area traffic control, parking lot management and pedestrian safety. The City will inform the Farmers Market of any City operational costs of the City and those costs will be paid to the City of Des Moines by Des Moines Farmers Market.

(d) The City retains the right from time to time during the term hereof to change the location or use of areas designated for the Des Moines Farmers Market. If such relocations or adjustments are required, the parties shall cooperate so that such changes shall not unnecessarily interrupt the quality and quantity of services rendered by the Farmers Market.

(e) The City will provide the Market with a mutually agreeable storage area for Market supplies at the reduced rate of \$22.66 per month plus leasehold tax. In addition to Section 1(o) above, the Des Moines Farmers Market will recognize the City of Des Moines Marina as a sponsor in the amount of the reduced rental rate (\$383.74 per month).

(3) **Parking.** It is anticipated that the City will not be utilizing the pay for parking system on Saturday's during the summer of 2021. However, for Saturday Markets, if the pay parking system is operational, the City will provide to the Market parking coupons entitling the Market customer to two hours of free parking the days the Market is held. The City will provide these coupons as needed to the Market and the Market will limit coupon availability to paying customers. Coupon pick-up must be arranged no later than 12:00pm the Friday before every Saturday Market. No coupons will be provided for Wednesday Markets.

(4) **Independent Accounting.** A true accounting of all receipts and disbursements shall be maintained by Des Moines Farmers Market and shall be made available for review and audit by the City at the discretion and expense of the City. Records of gross sales and receipts are to be

kept for each revenue source and Des Moines Farmers Market is responsible for submittal of all taxes due in the ordinary course of operating the Des Moines Farmers Market.

(5) **Duration of Agreement.** The term of this Agreement shall be for one (1) year upon final execution of this Agreement.

(6) **Termination.** Either party may terminate this Agreement with or without cause with ninety (90) days prior written notice. The City may also terminate this Agreement under the terms of Section 1(p).

The terminating party shall be liable for its share of financial obligations entered into on its behalf prior to termination, including but not limited to, printing costs and media buys.

(7) **Discrimination Prohibited.** Des Moines Farmers Market shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the Des Moines Farmers Market on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

(8) **Assignment.** This Agreement may not be assigned by Des Moines Farmers Market except with written approval of the City to another non-profit organization with similar goals and purposes. Des Moines Farmers Market will provide prior written notice to the City of any assignment of this Agreement to another non-profit organization. Upon assignment, the assignee will be bound by the terms and conditions of this Agreement as Des Moines Farmers Market was.

(9) **Entire Agreement.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(10) **Governing Law.** The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(11) **Mediation/Arbitration.** If a dispute arises from or relates to this Agreement 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 the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. 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.

Signature:

Email: tkeane@desmoineswa.gov

Agreement For 2021 Des Moines Farmers Market
Page 6

(12) **Amendments/Authorization for Additional Services.** This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

(13) **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

(14) **Waiver.** The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

(15) **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(16) **Time of Essence.** Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(17) **Concurrent Originals.** This Agreement may be signed in counterpart originals.

(18) **Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES

Michael Matthias
City Manager

Date _____

Approved as to Form:

City Attorney

**DES MOINES FARMERS
MARKET**



By Kim Richmond
Its President

Date 6/4/2021

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: WRIA 9 Salmon Habitat Plan 2021
Update Adoption

AGENDA OF: June 17, 2021

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 8, 2021

ATTACHMENTS:

1. Draft Resolution 21-032
2. Fact Sheet

CLEARANCES:

- ☐ Community Development _____
☐ Marina _____
☐ Parks, Recreation & Senior Services _____
☒ Public Works *R. H. C.*

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal */s/ TG*
☐ Finance _____
☐ Courts _____
☐ Police _____

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

Purpose and Recommendation:

The purpose of this agenda item is to ratify the 2021 Update to the Water Resource Inventory Area (WRIA) 9 Salmon Habitat Plan, "Making Our Watershed Fit for a King", prepared for the Green/Duwamish and Central Sound Ecosystem Forum, of which the City of Des Moines is a member. Matt Goehring, WRIA 9 Salmon Recovery Manager, will be presenting the Plan Update to the Council. A copy of the Update is available at the following website:
www.govlink.org/watersheds/9/reports/default.aspx

Suggested Motion:

Motion: "I move to adopt Draft Resolution No. 21-032 ratifying the 2021 Update to the Water Resource Inventory Area (WRIA) 9 Salmon Habitat Plan, Making Our Watershed Fit for a King."

Background:

Des Moines, along with sixteen other jurisdictions ranging from Seattle and King County to Enumclaw and Federal Way, have been partnering in a 15-year salmon habitat conservation regional

implementation plan within the WRIA 9 planning area. WRIA 9 is the area that includes the Green/Duwamish River Watershed and the Central Puget Sound Watershed (the many smaller creeks that drain directly to Puget Sound from Seattle to Federal Way as well as Vashon-Maury Islands).

The WRIA 9 project is part of a broader Tri-County Conservation Program response to the Endangered Species Act listing of Chinook salmon and bull trout as threatened species. Southern King County jurisdictions, working together through the WRIA 9 Forum, have leveraged over \$200 million of local, state and federal funding over the last 15-years to realign more than 2 miles of levees to reconnect flood plains, restore over 4,500 feet of marine shoreline, and revegetate 500 acres of riparian habitat.

The 2005 Habitat Plan served as the blueprint for salmon habitat recovery in WRIA 9 for the last 15 years and this 2021 Update represents a renewed commitment to salmon recovery efforts in WRIA 9 and provides a science-based framework for identifying, prioritizing and implementing salmon recovery actions over the next 10-15 years.

Discussion:

Ratification is intended to convey the City's continued support for the following:

- Protecting and restoring habitat based on best available science with the intent to achieve sustainable, resilient, and harvestable populations of naturally spawning Chinook salmon.
- Pursuing a multi-benefit approach to WRIA 9 Plan implementation that integrates salmon recovery, flood hazard reduction, water quality improvements, open space and recreation, and equity and social justice to improve outcomes for people and fish.
- Utilizing the WRIA 9 Plan as a source of best available science to inform local government actions, including, but limited to land use, shoreline, and transportation planning/permitting.
- Utilizing capital project concepts, programmatic actions, and policies outlines within the WRIA 9 Plan to inform local priorities for implementation and funding via grants, capital improvements, ordinances, and other activities. Ratification does not obligate any partner to implement any specific actions or adhere to specific timelines for such actions.
- Working collaboratively with local, state, and federal partners and tribes to support and fund implementation of the WRIA 9 Plan, including monitoring and adaptive management to address scientific uncertainty, tracking and communicating progress, and refining strategies to ensure cost-effective investments.

Financial Impact:

The City (and the other WRIA 9 partners) will be expected to make commitments to implement Habitat Plan actions and monitoring over the next 10-15 years. Projects that are identified in the Update, within Des Moines, will need to be programmed in the City's Capital Improvement Plan that includes some level of funding from Des Moines. The level of funding will need to be reviewed with the other WRIA 9 partners to determine potential benefits and assurances that the level of commitment and cost associated with that commitment is appropriate for Des Moines.

Currently, the City is partnering with the other jurisdictions through an inter-local agreement (ILA), which expires in 2025. The City will need to enter another ILA that covers activities through the timeframe of the Update. Des Moines' cost share for services under the ILA for 2021 is \$13,694.

Alternatives:

The Plan Update may be adopted in several ways. The Plan Update may be implemented with no formal commitments to actions, policies or a regional process. However, this method may not provide the City assurance or regulatory relief against liability under the Endangered Species Act. The Update may also be adopted as a guidance document for the City's capital improvement program, critical areas ordinance, comprehensive plan updates, shoreline management plan update and National Pollutant Discharge Elimination System (NPDES) permit. This alternative would likely provide a minimum level of assurance.

The preferred method would be to adopt the Plan Update as policy (as was done with the 2005 Plan) and then implement the Update's policies and recommendations through the various City plans and ordinances. In this way, the City has the highest level assurance of regulatory relief against liability under the Endangered Species Act. The proposed resolution provides this next step.

Recommendation/Conclusion:

Staff requests that Council approve the proposed motion.

Concurrence:

Legal and Public Works Departments concur.

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CITY ATTORNEY'S FIRST DRAFT 06/10/2021

DRAFT RESOLUTION NO. 21-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, ratifying the 2021 update to the Green/Duwamish and Central Puget Sound Watershed or Water Resource Area (WRIA) 9 Salmon Habitat Plan, Making our Watershed Fit for a King.

WHEREAS, the 2021 Update to the WRIA 9 Salmon Habitat Plan ("WRIA 9 Plan") is an addendum to the 2005 WRIA 9 Salmon Habitat Plan, and includes new science, revised habitat goals and recovery strategies, an updated capital project list, and a monitoring and adaptive management plan, and

WHEREAS, 17 local governments in WRIA 9 ("Parties") have partnered through an inter-local agreement (ILA) (2001-2006, 2007-2015, 2016-2025) to jointly fund development and implementation of the WRIA 9 Plan to address shared interest in and responsibility for long-term watershed planning and salmon recovery in the Green/Duwamish and Central Puget Sound Watershed ("watershed"), and

WHEREAS, in March 1999, the National Oceanic and Atmospheric Administration (NOAA) Fisheries listed the Puget Sound Chinook salmon evolutionary significant unit, including the Green River Chinook salmon population, as a threatened species under the Endangered Species Act (ESA), and

WHEREAS, local jurisdictions have authority over some habitat-based aspects of Chinook survival through land use and other policies and programs; and the state and tribes, who are the legal co-managers of the fishery resource, are responsible for addressing harvest and hatchery management, and

WHEREAS, the WRIA 9 partners recognize participating in the ILA and implementing priorities in the WRIA 9 Plan demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon, and

WHEREAS, coordination and cooperation among federal, state, and local agencies, tribes, businesses, non-governmental organizations, landowners, community members, and other interests

are essential to implement and adaptively manage a salmon recovery plan, and

WHEREAS, the Puget Sound Partnership serves as the Puget Sound regional organization and lead agency for planning and implementing the Puget Sound Salmon Recovery Plan, approved by NOAA Fisheries, and

WHEREAS, the WRIA 9 Plan is one of fifteen watershed-based chapters of the Puget Sound Salmon Recovery Plan, and

WHEREAS, the City of Des Moines supports cooperation at the WRIA level to set common priorities for actions among partners, efficient use of resources and investments, and distribution of responsibility for actions and expenditures, and

WHEREAS, habitat protection and restoration actions to increase Chinook salmon productivity trends are necessary throughout the watershed, in conjunction with other recovery efforts, to avoid extinction in the near term and restore WRIA 9 Chinook salmon to viability in the long term, and

WHEREAS, salmon recovery is interrelated with flood risk reduction, water quality improvement, open-space protection, recreation, economic development, and tribal treaty rights, and

WHEREAS, the City of Des Moines has a strong interest to achieve multiple benefit outcomes for people and fish across the watershed, and

WHEREAS, the WRIA 9 Plan recognizes that salmon recovery is a long-term effort, and focuses on a 10-year implementation time horizon to allow for evaluation of progress and adaptation of goals and implementation strategies, and

WHEREAS, it is important to provide jurisdictions, the private sector, and the public with certainty and predictability regarding the course of salmon recovery actions in WRIA 9, and

WHEREAS, if insufficient action is taken at the local and regional level, it is unlikely Chinook salmon populations in WRIA 9 will improve and it is possible the federal government could

Resolution No. ____
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list Puget Sound Chinook salmon as an endangered species, thereby decreasing local flexibility, and

WHEREAS, the Parties previously took formal action to ratify the 2005 Salmon Habitat Plan; now therefore,

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

Sec. 1. The City Council hereby ratifies the Green/Duwamish and Central Puget Sound Watershed, Water Resource Inventory Area 9 Salmon Habitat Plan Update, Making Our Watershed Fit for a King, dated February 2021, attached hereto as Exhibit "A" and incorporated by reference.

Sec. 2. Ratification is intended to convey the City's support for the following:

1. Protecting and restoring habitat based on best available science with the intent to achieve sustainable, resilient, and harvestable populations of naturally spawning Chinook salmon.
2. Pursuing a multi-benefit approach to WRIA 9 Plan implementation that integrates salmon recovery, flood hazard reduction, water quality improvements, open space and recreation, and equity and social justice to improve outcomes for people and fish.
3. Utilizing the WRIA 9 Plan as a source of best available science to inform local government actions, including, but not limited to land use, shoreline, and transportation planning/permitting.
4. Utilizing capital project concepts, programmatic actions, and policies outlined within the WRIA 9 Plan to inform local priorities for implementation and funding via grants, capital improvements, ordinances, and other activities.
5. Working collaboratively with local, state, and federal partners and tribes to support and fund

Resolution No. ____
Page 4 Of 4

implementation of the WRIA 9 Plan, including monitoring and adaptive management to address scientific uncertainty, tracking and communicating progress, and refining strategies to ensure cost-effective investments.

Sec. 3. This resolution does not obligate the City Council to future appropriations beyond current authority or other implementation of policies within the plan.

Sec. 4. Ratification, confirmation and approval. All acts undertaken prior to the effective date of this Resolution that are consistent with the intent and purpose of same are hereby ratified, confirmed, and approved.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of June, 2021 and signed in authentication thereof this ____ day of June, 2021.

M A Y O R

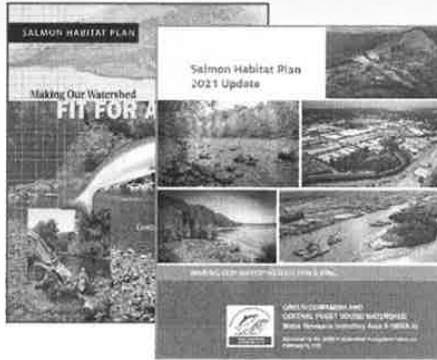
APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Green/Duwamish & Central Puget Sound Salmon Habitat Plan 2021 Update

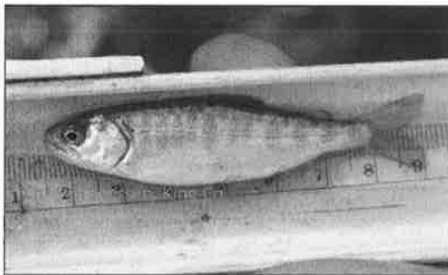
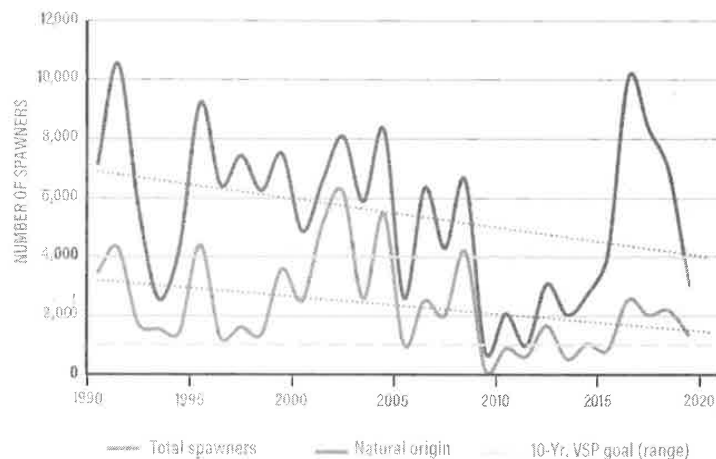


CHINOOK SALMON NUMBERS REMAIN BELOW RECOVERY TARGETS.

A record low of 165 wild Green River Chinook were observed in 2009. In five of the past 10 years (2010–2019) wild Chinook numbers have been below the short-term target range (1,000–4,200).

THE WRIA 9 SALMON HABITAT PLAN HAS HELPED LEVERAGE OVER \$200 MILLION OF LOCAL, STATE AND FEDERAL FUNDING.

Plan implementation has contributed to realignment of 2+ miles of levees to reconnect floodplains, restoration of 4,500+ feet of marine shoreline, and revegetation of 500+ acres of riparian habitat. The WRIA 9 Interlocal Agreement between local government partners funds implementation and adaptive management.



**NEW SCIENCE STRENGTHENS THE PLAN AND INFORMS
REFINEMENT OF RECOVERY PRIORITIES.** Recent research refines our understanding of priority pressures and limiting factors for recovery. This information serves as the foundation for the Plan Update. For example, recent studies indicate that Chinook entering estuarine waters as fry (< 60 mm) – as opposed to parr (> 60 mm) – experience very low rates of marine survival.

THE 2021 PLAN UPDATE OUTLINES REVISED HABITAT GOALS TO TRACK IMPLEMENTATION PROGRESS.

Habitat goals outline necessary future ecological conditions to support a viable salmon population and short-term implementation targets.



Algona
Auburn
Black Diamond
Burien

Covington
Des Moines
Enumclaw
Federal Way

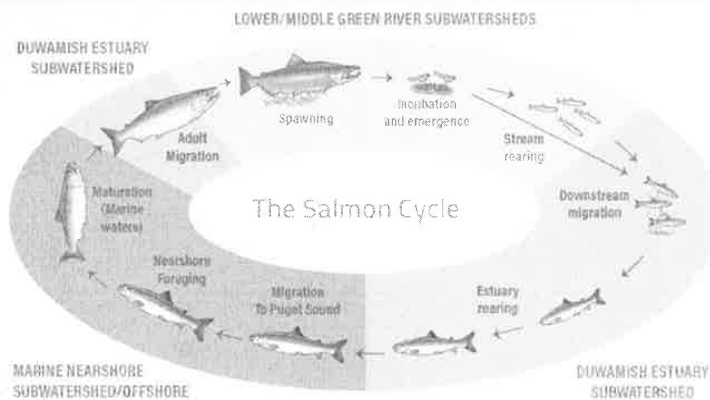
Kent
King County
Maple Valley
Normandy Park

Renton
SeaTac
Seattle
Tacoma

Tacoma

Green/Duwamish & Central Puget Sound Salmon Habitat Plan 2021 Update

Roger Tabot, NOAA

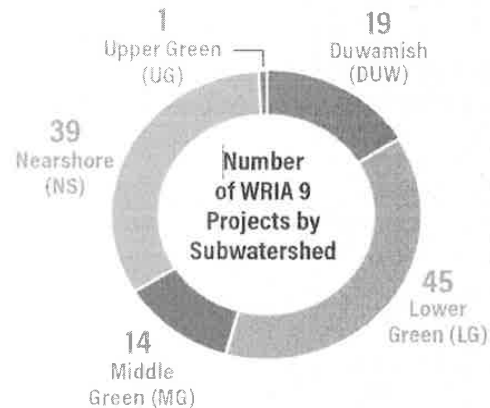


THE PLAN UPDATE OUTLINES A PORTFOLIO OF 12 RECOVERY STRATEGIES.

Recovery strategies include policies and programs to address priority pressures within the salmon life cycle to increase salmon abundance, productivity, and diversity; and build long-term population resiliency. Strategies include fish passage barrier removal, floodplain reconnection, revegetation, shoreline restoration/armor removal, improving water quality, and education.

THE 2021 PLAN UPDATE IDENTIFIES 118 CAPITAL HABITAT PROJECTS ACROSS FIVE SUBWATERSHEDS.

The updated project list was developed in partnership with local government, non-profit, state agency, and other partners. Projects are tiered based on magnitude of potential benefit, with Tier 1 projects having the highest potential to advance recovery and substantively contribute to habitat goals.



A Monitoring and Adaptive Management Plan (MAMP) outlines monitoring priorities inform strategic adaptation.

The MAMP establishes a framework for (1) tracking implementation progress, (2) assessing project effectiveness, (3) evaluating habitat status and trends, (4) assessing Chinook salmon population status, and (4) prioritizing research and monitoring investments. The MAMP will guide data collection to support status and trends reporting.

Please contact Matt Goehring, WRIA 9 Salmon Recovery Mgr., at mgoehring@kingcounty.gov or (206) 263-6826 for more information.



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