

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, November 4, 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

CONSENT CALENDAR

Item 1. APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through October 27, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#163169-163227	\$2,398,266.30
Electronic Wire Transfers	# 1839-1851	\$ 496,304.56
Payroll Checks	# 19429-19430	\$ 3,600.35
Payroll Direct Deposit	#420001-420156	\$ 380,945.34

Total Checks and Wires for A/P and Payroll: \$3,279,116.55

[Approval of Voucher](#)

Item 2. APPROVAL OF MINUTES

Motion is to approve the August 05, 2021 City Council Study Session, and September 02, 2021 City Council Regular Meeting Minutes.

[Approval of Minutes](#)

Item 3. MARINA FUELING SYSTEM REPLACEMENTS – ADDITIONAL SERVICES REQUEST #3 WITH WOOD HARBINGER, CONSULTING ENGINEERS

Motion is to approve addendum 3 to the City's agreement dated Sept 7th, 2018 with Wood Harbinger Engineers in the amount of \$6,295 and authorize the City Manager to sign the addendum substantially in the form as attached.

[Marina Fueling System Replacements](#)

Item 4. SMALL BUSINESS SATURDAY PROCLAMATION

Motion is to approve the Proclamation recognizing the Saturday after Thanksgiving as Small Business Saturday.

[Small Business Saturday Proclamation](#)

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

NEW BUSINESS

2022-2027 PARKS, RECREATION AND SENIOR SERVICES MASTER PLAN UPDATE – BRIEFING

Staff Presentation:

Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm

[2022-2027 Parks, Recreation and Senior Service Master Plan Update - briefing](#)

DRAFT RESOLUTION 21-051 ADOPTING THE 2021
AMENDMENT TO THE 2015 SURFACE WATER COMPREHENSIVE
PLAN

Staff Presentation:

Water Quality Specialist Tyler Beekley

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10
Minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

November 18, 2021 City Council Regular Meeting

ADJOURNMENT

November 4, 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 **November 4, 2021** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through October 27, 2021 and payroll transfers through October 20, 2021 included in the attached list and further described as follows:

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



Beth Anne Wroe, Finance Director

			# From	# To	Amounts	
Claims Vouchers:						
Total A/P Checks/Vouchers			163169		163227	2,398,266.30
Electronic Wire Transfer			1839		1851	496,304.56
Total claims paid						2,894,570.86
Payroll Vouchers						
Payroll Checks	10/20/2021		19429		19430	3,600.35
Direct Deposit			420001		420156	380,945.34
Total Paychecks/Direct Deposits paid						384,545.69
Total checks and wires for A/P & Payroll						3,279,116.55

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MINUTES

**DES MOINES CITY COUNCIL
STUDY SESSION
City Council Chambers
VIA ZOOM
August 05, 2021 – 5:00 p.m.**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pina.

ROLL CALL

Council present: Mayor Matt Pina

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

Staff present: Police Chief Ken Thomas; and City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Human Resource Director Adrienne Johnson-Newton; Human Resource Analyst Shawna Thomas; Assistant Police Chief Mark Couey; Commander Patti Richards; Finance Director Beth Anne Wroe, Deputy Finance Director Jeff Friend; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Judge Lisa Leone; Court Administrator Jennefer Johnson; Probation Officer Melissa Patrick; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Emergency Preparedness Manager Shannon Kirchberg and Legislative Advocate Anthony Hemstad attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- There were no comments from the Public.

DISCUSSION ITEMS

Item 1:

APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through July 28, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#162765-162858	\$ 605,822.19
Electronic Wire Transfers	# 1742-1744	\$ 140,053.40
Electronic Wire Transfers	# 1746-1769	\$1,985,927.89
Payroll Direct Deposit	#290001-290148	\$ 391,755.97

Total Checks and Wires for A/P and Payroll: \$3,123,559.45

Direction/Action

Motion made by Councilmember Nutting to approve the Vouchers as presented; seconded by Deputy Mayor Mahoney.
Motion passed 7-0.

Item 2: BUDGET
Staff gave Council a PowerPoint Presentation.

No formal action was taken.

Item 3: POLICE UPDATE
Chief Thomas gave Council a PowerPoint update on Redondo.

NEXT MEETING DATE

September 2, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

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

The meeting adjourned at 7:55 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM September 02, 2021 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:02 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Deputy Mayor Mahoney.

ROLL CALL

Council present: Mayor Matt Pina

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

Councilmember Anthony Martinelli attended the meeting via phone.

Staff present: Police Chief Ken Thomas; and City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Human Resource Director Adrienne Johnson-Newton; Assistant Police Chief Mark Couey; Finance Director Beth Anne Wroe, Deputy Finance Director Jeff Friend; Staff Accountant Eric Mandelas; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Civil Engineer II Tommy Owen; Planning & Development Services Manager Denise Lathrop; Support Services Manager Melissa Patrick; Capital Improvement Project Manager Scott Romano; Information Systems Manager Dale Southwick; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Emergency Preparedness Manager Shannon Kirchberg; Legislative Advocate Anthony Hemstad and Deputy City Clerk Taria Keane attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- Samantha Scown, Hate has no home here campaign
- Paul Nelson, Skatepark repairs
- Kaylene Moon, Marina/Dock repair
- Michelle McAlister, Hate has No Home Here
- Jenny and Lance Meyer, The children are our future
- Rick Johnson, Ms. Bangs Comments
- Heidi Flahaven, KHAOS Program & Before/After Care
- Karyn Pennacchi, Marina Development
- Azeb Hagos, Marina Development

- Barb Piguet, Marina Redevelopment Proposal Needs Current Input from City Residents
- Timothy Wicks, Des Moines Marina Changes
- Sheri Verburg, Marina Development
- Darshan Sawant, Attend Council Meeting
- Support of Steve Edmiston Proposal
 - Steve Edmiston
 - Patricia Philips
 - David Clark
 - Jane and Alan Davis
 - Shary Frankfurter
 - Patti Linscott
 - Saundra Mock
 - Kathy Oljar
 - Marnie Sevores
 - Susan White
 - Kelby Blosser
 - Jo Schadt
 - Mandy Heeq
 - Jayme Brown
 - Sheila Brush
 - Valerie Constantino
 - Alice Dean DiMascio
 - Bill Linscott
 - Laurie McEachern
 - Denise Mohr
 - Alena Rogers
 - Sheri Verburg
 - Kerry Allman
 - Deanna Clifford-Shroedl
 - Doreen Harper
 - William Iwen

COMMENTS FROM THE PUBLIC via Zoom

- Karyn Pennacchi, Marina Development Project
- Timothy Wicks, Des Moines Marina Changes

CITY MANAGER REPORT

- City Manager Matthias gave background information on Consent Calendar Item #7 the Sustainable Airport Master Plan Consultant Contract.
- City Manager Matthias updated Council on City property For Sale
- City Manager Matthias gave Council a Marina Update – Des Moines Marina Steps RFQ Issued

CONSENT CALENDAR

ITEM 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through August 25, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#162829-162972	\$1,421,460.89
Electronic Wire Transfers	# 1770-1789	\$1,149,361.87
Payroll Checks	# 19412-19416	\$ 2,811.37
Payroll Direct Deposit	#310001-310157	\$ 389,574.96
Payroll Checks	# 19417-19417	\$ 1,863.17
Payroll Direct Deposit	#330001-330155	\$ 395,451.79

Total Checks and Wires for A/P and Payroll: \$3,360,524.05

ITEM 2: APPROVAL OF MINUTES

Motion is to approve the May 06, May 20, and June 03, 2021 City Council Regular Meeting Minutes.

ITEM 3: NATIONAL PREPAREDNESS MONTH

Motion is to approve the Proclamation supporting September as National Preparedness Month.

ITEM 4: CHILDHOOD CANCER AWARENESS MONTH

Motion is to approve the Proclamation supporting September as Childhood Cancer Awareness Month.

ITEM 5: NATIONAL RECOVERY MONTH

Motion is to approve the Proclamation supporting September as National Recovery Month.

ITEM 6: ACCEPTANCE OF WASHINGTON TRAFFIC SAFETY COMMISSION GRANT
DES MOINES MUNICIPAL COURT - DUI COURT

Motion is to accept the grant from the Washington Traffic Safety Commission in the amount of \$50,000 for the purposes of continuing operations of the Des Moines Municipal Court-DUI Court and authorize the City Manager to sign the contract substantially in the form as attached.

ITEM 7: CONSULTANT CONTRACT AMENDMENT FOR SEA-TAC AIRPORT SUSTAINABLE
AIRPORT MASTER PLAN ENVIRONMENTAL REVIEW AND ANALYSIS

Motion is to approve the amendment to the consultant contract for environmental review of the Sea-Tac Airport Sustainable Airport Master Plan, and authorize the City Manager to sign the amendment substantially in the form as attached.

ITEM 8: 2021 WASPC MENTAL HEALTH FIELD RESPONSE TEAM GRANT RATIFYING
GRANT ACCEPTANCE

Motion is to ratify and approve the acceptance of the 2021-2022 Mental Health Field Response Team grant administered by the Washington Association of Sheriffs and Police Chiefs in the amount of \$314,561.11.

ITEM 9: CITY COMPUTER DATA BACKUP INFRASTRUCTURE UPGRADE

Motion 1 is to approve a five year agreement with SHI International for the purchase of equipment and software necessary to upgrade the City's computer data backup infrastructure, and authorize the City Manager to sign an agreement consistent with the attached quotation.

Motion 2 is to direct Administration to include sufficient funds for the purchase and maintenance of data backup equipment and software in the City budget for a period of 5 years.

ITEM 10: GOODS AND SERVICES CONTRACT WITH PALAMERICAN SECURITY INC
Motion is to approve the Goods and Service Contract with PalAmerica Security Inc. for Security Services at the Marina, Beach Park and the City's Redondo facility for a fixed amount of \$72,366.60, and authorize the City Manager to sign said agreement substantially in the form as submitted.

ITEM 11: ADOPTION OF 2022-2027 CAPITAL IMPROVEMENTS PLAN
Motion is to adopt Draft Resolution No. 21-041 approving the City of Des Moines 2022-2027 Capital Improvements Plan.

Direction/Action

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

Councilmember Harris pulled Item #10

The remainder of the Consent Calendar passed 7-0.

Council discussed Item #10

Motion made by Mayor Pina to approve Consent Calendar Item #10 as presented; seconded by Councilmember Buxton.
Motion passed 7-0.

Mayor Pina read the National Preparedness Month Proclamation summary into the record.

Mayor Pina read the Childhood Cancer Awareness Month Proclamation summary into the record.

Mayor Pina read the National Recovery Month Proclamation summary into the record.

PUBLIC HEARING

ITEM 1: SV2021-01: STREET VACATION OF PUBLIC RIGHT-OF-WAY WITHIN CITY OF DES MOINES, KNOWN AS SOUTH 219TH STREET, SOUTH 220TH STREET, SOUTH 221ST STREET, SOUTH 224TH STREET, AND 30TH AVENUE SOUTH, TO SOUND TRANSIT (ST) FOR THE FEDERAL WAY LINK EXTENSION (FWLE)
Staff Presentation: Civil Engineer II Tommy Owen

At 5:40 p.m. Mayor Pina opened the Public Hearing.

Civil Engineer II Owen gave Council a PowerPoint presentation.

No one had signed up to speak.

Mayor Pina asked Council if they had any questions.

At 5:51 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion 1A made by Councilmember Bangs to suspend City Council Rule 26(a) in order to adopt Draft Ordinance No. 21-039 on first reading; seconded by Councilmember Nutting.

Motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli.

Motion 1B made by Councilmember Bangs to enact Draft Ordinance No. 21-039 approving the vacation of certain portions of public rights-of-way/streets known as South 219th Street, South 220th Street, South 221st Street, South 224th Street and 30th Avenue South, located in the City of Des Moines and more specifically identified and legally described in Draft Ordinance No. 21-039, and accepting dedication of completed street improvements; seconded by Deputy Mayor Mahoney.
Motion passed 6-1.

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

Against: Councilmember Martinelli.

ITEM 2: FIRST READING OF DRAFT ORDINANCE NO. 21-035 RELATED TO THE ZONING CODE AND REGULATION OF EMERGENCY HOUSING, SHELTERS, PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING.
Staff Presentation: Economic Relief & Resource Coordinator / Land Use Planner II
Eric Lane

At 5:52 p.m. Mayor Pina opened the Public Hearing.

Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane gave Council a PowerPoint presentation.

No one had signed up to speak.

Mayor Pina asked Council if they had any questions.

At 6:19 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion made by Councilmember Nutting to pass Draft Ordinance No. 21-035 to a second reading on September 16, 2021, or as soon thereafter as the matter may be heard; seconded by Mayor Pina.

Motion passed 7-0.

NEW BUSINESS

ITEM 1: DRAFT ORDINANCE NO. 21-042 ESTABLISHING A SPECIAL REVENUE FUND
ENTITLED "AMERICAN RESCUE PLAN ACT FUND"
Staff Presentation: Deputy Finance Director Jeff Friend

Deputy Finance Director Friend gave Council a presentation on the American Rescue Plan Act Fund.

Direction/Action

Motion 1 made by Councilmember Bangs to suspend City Council Rule 26(a) in order to adopt Draft Ordinance No. 20-042 on first reading; seconded by Councilmember Nutting. Motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli.

Motion 2 made by Councilmember Bangs to adopt Draft Ordinance No. 20-042, adding a new section in DMMC Chapter 3.51 establishing a Special Revenue Fund entitled "American Rescue Plan Act Fund"; seconded by Councilmember Nutting. Motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli.

ITEM 2: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION - 10 Minutes

Deputy Mayor Mahoney requested Council to officially recognizing Dayton Drazkowski for achieving his Eagle Scout Award on September 18, 2021.
Passed 7-0.

Councilmember Nutting requesting staff to create a banner that says Free Community Event that can be put up at events to draw the Community in for Free Community events.
Passed 7-0.

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

Councilmember Martinelli

- Encouraged community to give input on American Rescue Plan Act

Councilmember Bangs

- National Night Out
- Des Moines Arts Commission Events
- Lemonade Stand Fundraiser for SR3

Councilmember Nutting

- Nutting Lemonade Stand Fundraiser for SR3
- Des Moines planters around town
- National Night Out
- Slow down in School Zones
- Thanked Des Moines Arts Commission for the Concerts in the Park

Councilmember Harris

- American Rescue Plan Act
- Des Moines Marina Redevelopment
- SeaTac Stakeholder Advisory Round Table
- Sighting of a Second Airport Meeting
- Meetings about Sea-Tac Airport Demand
- Steven Edmiston's Proposal

Councilmember Buxton

- Summer Community Events
- Soundside Alliance Meeting

Deputy Mayor Mahoney

- American Rescue Plan Act
- Legislative Agenda Pre-Meeting
- Rotary of Des Moines & Normandy Park Poverty Bay Blues and Brews
- Mount Rainier High School Ram Fest

PRESIDING OFFICER'S REPORT

- Passing of Community Volunteer Al Isaac
- Council Birthdays

NEXT MEETING DATE

September 16, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

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

The motion passed 7-0.

The meeting adjourned at 7:10 p.m.

Minutes Approved at the _____ Council Meeting.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Marina Fueling System Replacements
– Additional Services Request #3 with Wood
Harbinger, Consulting Engineers

ATTACHMENTS:

1. ASR No. 3
2. Original agreement

FOR AGENDA OF: Nov 4th, 2021

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: Oct 27th 2021

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: Dip J. [Signature]

- ☒ Legal /s/TG
- ☒ Finance Beth Anne [Signature]
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: /s/ TG _____

Purpose and Recommendation

The purpose of this agenda item is to request Council's approval for an addendum to the agreement with Wood Harbinger Engineers for additional engineering services needed to finalize the fuel dock replacements project.

Suggested Motion

Motion 1: "I move to approve addendum 3 to the City's agreement dated Sept 7th 2018 with Wood Harbinger Engineers in the amount of \$6,295 and authorize the City Manager to sign the addendum substantially in the form as attached."

Background

This project has been challenging from the start. The complete project went out to bid in late 2018 but the only bid received far exceeded the engineers estimate and the Marina's CIP budget. The decision at that time was to reject that one bid and reorganize the project into phases. As a result, Wood Harbinger was requested to modify the plans and specifications to accommodate the phases. The extra budget, (\$12,000) for this task was provided for in the addendum "Additional Service Request No. 2" that was approved by Council. The revised project went out to bid again in early 2020 and the Marina received a competitive bid but prior to contract approval, the project was suspended because of the pandemic. During the suspension one of the fuel delivery lines failed and the Marina had to do an emergency repair.

The project was not picked up again until the spring of 2021. At that time staff met with Pacific Environmental and Wood Harbinger to restart the project. Wood Harbinger again modified the plans and specification to show the work done during the emergency repairs. The Marina staff, looking ahead to the next phase of the project which included installing new dispensers at the fuel dock and some related piping and valves, received council's approval to the pre-purchase of the dispensers because of the long lead time for delivery. Due to staffing issues, Pacific Environmental could not commit to completing phase 1 before the start of the boating season, so staff started planning for an after Labor Day start for the project, hoping that the dispensers would be here and that phase 1 and 2 could be combined.

Discussion

This project will end up being significantly different than originally designed. The cost of the equipment and the labor to install it has not increased significantly since the second bidding, but the plans and specifications have had to be revised multiple times. Because the fuel system components have relatively long lives the staff feels that it is critical to have an accurate set of As-Built plans and operating manual for future staff. Both the contractor and Wood Harbinger agreed that the documentation should be a top priority. At that time Wood Harbinger informed staff that they would not have the Council approved budget to complete the record drawings and provide construction management for the remainder of the project. The staff asked Wood Harbinger to prepare and submit the "Additional Service Request #3", which is attached to this agenda item.

At the time this agenda item was prepared Pacific Environmental has committed to an early December start and the new dispensers have been delivered. Staff has asked Pacific Environmental for a quote for installing the dispensers and related equipment and council approved this request in a prior council meeting.

Alternatives

1. The Council may approve the additional funding for the project and authorize the City Manager to sign Additional Service Request No. 3.
2. The Council can decline to approve the additional funding and give staff further direction.

Financial Impact

At this time the project costs to complete all but the final phase of the project is \$310,000 which is still within the projects original CIP budget of \$345,000. Because the equipment and install labor costs have remained nearly the same there is still funds in the Marinas CIP budget for this project to be completed. The last phase of the project which would have updated the VeederRoot inventory control and leak detection software will be accomplished in a future CIP project. At this time the cost of that upgrade is approximately \$30,000.

Wood Harbingers current approved budget for design and engineering is \$67,691. Approving ASR No. 3 would bring the total budget to \$73,986 or about 24% of the total project budget. For an average project, design and engineering is usually about 15% of the total project cost, (about \$45,000). Because of the re-bid, the suspension of the project, design changes and delays, the staff feels that the escalation of the cost of the design and engineering was unavoidable.

Recommendation

The staff recommends that the Council approve Wood Harbingers request for an additional \$6,295 in funding and authorize the City Manager to sign Additional Service Request No. 3.

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Attachment #1

929 108th Ave NE, Suite 1000
Bellevue, WA 98004
425.628.6000
woodharbinger.com

October 26, 2021

Consulting Services Agreement – Additional Service Request 03

Client: City of Des Moines Marina
22307 Dock Avenue South
Des Moines, Washington 98198-4627

Attention: Scott Wilkins, Harbormaster

Project: Des Moines Marina Fueling System Upgrades

Proposal #: 18043 – ASR-03 Additional effort for construction administration and as-built drawings

Wood Harbinger, Inc. (Wood Harbinger) will provide the consulting services outlined in this Consulting Services Agreement for the above referenced Project to the City of Des Moines. This proposal is an additional service request to cover some additional effort encountered during bidding phase. This ASR has been updated per discussions with Marina on 10/14/21 and additional comments received 10/22/21. No change to dollar amounts.

1. Project Understanding.

Background:

This project originally included replacement of the existing fuel piping from the solenoid vault on the upland, down to the floating fuel dock. Also originally included provision of double wall piping, leak detection system, replacement of fuel dispensers and associated piping on the fuel dock. The project was put out to bid in December of 2019 and unfortunately did not receive an adequate number of bids. In late January 2020, the project was re-bid. In March 2020, the project was put on hold due to the Covid19 pandemic.

Restart:

In December 2020, the project was restarted but needed changes. During 2020, there was a leak in the piping system and Marina went ahead and had the piping replaced. As such, the Phase 1-4 pdf bid documents needed revisions so it can be re-bid to reflect the current status of the piping system. The Marina authorized Wood Harbinger during a November 30, 2020 zoom meeting to use existing construction administration funds under the original project to cover this interim period of updating the bid documents. It was agreed that WH would markup the Phase 1-4 pdfs in lieu of editing the autocad files.

2. Proposal.

Per emails on Feb 17, 2021, we are submitting Additional Services Request 03 to provide additional funds for construction administration.



- a. This ASR-03 proposal is based on the following:
 - This proposal is for Mechanical Engineering and Electrical Engineering only.
 - This proposal includes services to account for additional effort beyond the original budget for re-issuing the bidding documents.
 - The Marina requested that the cad files be updated to reflect the finished project. The requested amount of \$6,295 will cover additional construction administration and as-built drawings.

3. Compensation.

- a. Basic Services:
 - Lump Sum - **\$6,295.**
- b. Consultants: None
- c. Reimbursable Expenses: None.
- d. Services beyond Basic Services will be negotiated and authorized in writing before services commence.
- e. This Agreement is based on the understanding that this fee, schedule, and scope of services are contingent on the site's program, proposed electrical and mechanical systems, and overall space configurations being agreed to and established at the completion of the field investigation. Modifications to the program, proposed electrical and mechanical systems, or overall space configurations that occur after the completion of the field investigation phase, and that require additional design or redesign of previously agreed to building areas or electrical and mechanical systems shall be considered Additional Services and subject to renegotiation of these Contract terms.
- f. Wood Harbinger shall be entitled to a change in compensation and/or time for performance for any changes made in the scope of the services made by Client, so long as such changes do not arise from the negligence of Wood Harbinger. The costs of any additional design services undertaken, together with any costs and additional compensation that may be due Wood Harbinger hereunder, shall be paid to Wood Harbinger monthly as provided in this section, and the contract estimate and project schedule shall be equitably adjusted to reflect the change. Wood Harbinger shall not be required to perform any work connected with a change unless and until the parties have agreed on the amount of time and/or compensation associated with the change.



4. **Contract Conditions.** This additional service request is subject to the contract requirements for the original contract agreement between Wood Harbinger and the Des Moines Marina, dated September 25, 2018. Add conditions in that contract shall apply to this contract.

WOOD HARBINGER, INC.

By: 
Nicholas Baker, P.E.
Principal

October 26, 2021

CITY OF DES MOINES

Accepted By: _____
Partner or Corporate Officer Date

Print Name and Title

Attachment(s): None
MBL: NRB

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UPDATE.docx

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CONSULTANT SERVICES CONTRACT between the City of Des Moines and

Wood Harbinger

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Wood Harbinger, a Washington corporation authorized to do business in the State of Washington, located and doing business at 929 108th Ave NE, Suite 1000, Bellevue, WA 98004, (425) 628-6000 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

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

See attached Exhibit "A" – Consultant Scope and Fee Proposal, dated September 7, 2018; which is incorporated into this contract.

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

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2019.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$49,577.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit "A" for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

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

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

V. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Consultant's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to require a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Consultant as provided in this section shall constitute 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.

VI. CLAIMS. If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Consultant unless a

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

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Consultant's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Consultant's records needed for evaluating the protest.

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

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

VII. LIMITATION OF ACTIONS. CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

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

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

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

X. INDEMNIFICATION. Consultant 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, to the extent the claim, injury, damage loss or suit arises out of or results from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the negligence of the City.

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

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

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

XI. INSURANCE. The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

CONSULTANT SERVICES CONTRACT 4
(Wood Harbinger – Marina Fuel Dock Upgrades)

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

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

XVI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted

under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

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

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

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

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

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

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

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

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

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

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

CONSULTANT: By: <u></u> (signature) Print Name: <u>BRUCE G. WOODWARD</u> Its: <u>EXECUTIVE VICE PRESIDENT</u> (Title) DATE: <u>9/24/18</u>	CITY OF DES MOINES: By: <u></u> (signature) Print Name: <u>Michael Matthias</u> Its: <u>City Manager</u> (Title) DATE: <u>9.25.18</u> Approved as to form: <u></u> City Attorney DATE: <u>9/25/18</u>
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NOTICES TO BE SENT TO: CONSULTANT: Michael Lehner Wood Harbinger 929 108 th Ave NE Suite 1000 Bellevue, WA 98004 (425) 628-6094 (telephone) Mlehner@WoodHarbinger.com (e-mail)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Scott J. Romano City of Des Moines 21650 11 th Avenue South Des Moines, WA 98198 (206) 870-6539 (telephone) sromano@desmoineswa.gov (e-mail)
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EXHIBIT "A"



929 108th Ave NE, Suite 1000
Bellevue, WA 98004
425.628.6000
woodharbinger.com

September 7, 2018

Consulting Services Agreement

Client: City of Des Moines Marina
22307 Dock Avenue South
Des Moines, Washington 98198-4627

Attention: Scott Wilkins, Acting Harbormaster

Project: Des Moines Marina Fueling System Upgrades

Proposal #: F18.05

Wood Harbinger, Inc. (Wood Harbinger) will provide the consulting services outlined in this Consulting Services Agreement for the above referenced Project to the City of Des Moines.

1. Project Understanding.

This project involves replacement of the existing fuel piping from the solenoid vault on the upland down to the floating fuel dock. Includes provision of double wall piping, leak detection system, replacement of fuel dispensers and associated piping on the fuel dock.

a. This proposal is based on the following:

- This proposal is for Mechanical Engineering and Electrical Engineering only.
- This proposal includes services for Construction Documents, Bidding, Construction Administration, and Post Construction.
- Design Submittals will be limited to a 100% submittal for comment review and Final stamped Construction Documents.
- The project delivery method will be Design-Bid-Build.
- Any changes to scope or schedule from what is defined in this proposal may be subject to additional services.

2. Basic Design Services. Wood Harbinger will provide design documents for the following systems:

a. Mechanical:

- Fuel system piping and dispensers on dock, includes gasoline and diesel.
- Research new fuel controller and replace, if required.
- Fuel system upland downstream of solenoid vault.

b. Electrical:

- Branch power distribution to support fuel system.
- Fuel system control connections



- Relocation of electrical junction box for electrical cable carrier assembly at guest moorage to improve access.
- Replacement of power cables at gangways

3. Design Deliverables. Wood Harbinger will perform the tasks and provide the deliverables indicated below for each phase of the project:

- a. Construction Documents:
 - Field Investigation, one site visit.
 - Coordination with Client, Owner, Vendors, and Utilities.
 - One Division 0/1 coordination meeting with owner.
 - Design Calculations for fuel system to verify sufficient flows can be achieved.
 - Construction Document Division 20, 22, 23 and 26 Specifications. Specifications will be on the drawings to ensure proper order of precedence outlined in contract template provided by the City.
 - Edit owner provided Division 0/1 specifications, limited to 12 hours Mech PE, 4 hours Principal, 8 hours admin support.
 - Construction Document Drawings suitable for permit and bidding, and Final showing the following:
 - Mechanical:
 - Piping:
 - Pipe layout and sizes.
 - Fuel system details.
 - Electrical:
 - Power Distribution:
 - Power distribution one-line diagrams.
 - Panel schedules.
 - Equipment device layout and branch circuit intent.
- b. Bidding:
 - Addenda preparation.
 - Respond to substitution requests.
 - Send electronic bidding materials to Builder's Exchange (BXWA) for posting.
- c. Construction Administration:
 - Request for Information (RFI) responses.
 - Submittal/Shop Drawing review, limited to 2 iterations.
 - Review change orders.
 - Construction observation with reports, limited to one trip.
 - Final punch list.
 - Attendance at 2 construction meetings via teleconference.
- d. Post-Construction:
 - Preparation of reproducible Record Drawings based on Contractor mark-up.
 - Contractor's Record Drawing review.



- Review O&M Manuals.
4. **Deliverable Format.** Wood Harbinger will provide deliverables in one hardcopy for permitting and a digital PDF format.
- a. Drawings will be developed in AutoCad v2016.
5. **Optional Services.** None.
6. **Services Not Included.** At this time, Wood Harbinger is unable to determine whether the following services will be required; therefore, these items are not included in Wood Harbinger's Basic Services. Wood Harbinger can provide a proposal for these services if requested:
- a. Upland fuel system upstream of upland solenoid vault.
 - b. Underground fuel tanks and appurtenances.
 - c. Attendance at pre-bid meetings.
 - d. Structural work required for fuel pump bases.
 - e. Division 0/1 specifications beyond time allowed.
 - f. Anything not specifically included in this proposal is excluded.
7. **Schedule.** This Agreement was prepared based on the following schedule:
- a. Estimated Notice-to-Proceed Date: 9/20/2018
 - b. Estimated Completion Date of Design: 12/1/2018
 - c. Estimated Completion Date of Construction: 4/1/2019
8. **Compensation.**
- a. Basic Services:
 - Hourly Not to Exceed (NTE) \$49,100.
 - The following project hourly phase "estimates" are provided to indicate the maximum expected hourly fee per phase not to exceed (NTE). It is understood and agreed that estimated hourly maximum funds for individual project phases (i.e., CD, Construction, Post Construction, etc.) that are not used in one phase may be transferred to a subsequent phase. If the project is terminated prior to completion, the project NTE billing amount shall be the sum of the phase limits up to and including the phase where the project is terminated. The total project estimate shall not be exceeded without prior written consent from the Client.



Phase	Mechanical	Electrical
Construction Documents 100%	\$28,338	\$9,548
Construction Administration	\$5,860	\$3,225
Post Construction	\$1,555	\$575
Total	\$35,753	\$13,348

All fees quoted are hourly to estimated. See item c for expenses.

- b. Consultants: None
 - c. Reimbursable Expenses: The following direct costs relative to this Project shall be reimbursed at a multiple of 1.10 times the amount billed to Wood Harbinger, \$477.00.
 - Automobile mileage.
 - Parking, road tolls, ferry fares.
 - Deliveries.
 - Prints/reproductions requested by the Owner, Architect, Wood Harbinger, or other consultants.
 - d. Services beyond Basic Services will be negotiated and authorized in writing before services commence.
 - e. This Agreement is based on the understanding that this fee, schedule, and scope of services are contingent on the site's program, proposed electrical and mechanical systems, and overall space configurations being agreed to and established at the completion of the field investigation. Modifications to the program, proposed electrical and mechanical systems, or overall space configurations that occur after the completion of the field investigation phase, and that require additional design or redesign of previously agreed to building areas or electrical and mechanical systems shall be considered Additional Services and subject to renegotiation of these Contract terms.
 - f. Wood Harbinger shall be entitled to a change in compensation and/or time for performance for any changes made in the scope of the services made by Client, so long as such changes do not arise from the negligence of Wood Harbinger. The costs of any additional design services undertaken, together with any costs and additional compensation that may be due Wood Harbinger hereunder, shall be paid to Wood Harbinger monthly as provided in this section, and the contract estimate and project schedule shall be equitably adjusted to reflect the change. Wood Harbinger shall not be required to perform any work connected with a change unless and until the parties have agreed on the amount of time and/or compensation associated with the change.
9. **Payment Terms.** Wood Harbinger shall submit monthly invoices for all work performed during the preceding month. Accounts are due and payable within thirty (30) days after payment is received by Client.

Please state the reason for the objection(s) to any billing statement in writing within five (5) days of receipt of Wood Harbinger's statement. Except for such written objections made in good faith, balances over the thirty (30) day period will accrue interest at the rate of 1.5 percent per



month. In addition, the Client agrees to pay attorney's fees and/or costs incurred for the collection of said fees or expenses. Whenever the account is more than sixty (60) days delinquent, Wood Harbinger shall have the right to suspend services, with no impact to Wood Harbinger, until the account is made current.

10. **Opinions of Cost, Financial Considerations, and Schedules.** In providing financial analyses or opinions of cost, economic feasibility, and scheduling for the Project, Wood Harbinger has no control over costs or prices of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures; market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; or other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Wood Harbinger makes no warranty that the Client's actual Project costs, financial conditions, economic feasibility, or schedules will not vary from Wood Harbinger's opinions, analyses, projections, or estimates.
11. **Contaminants Exclusion.** The existing facilities involved in this Project may contain asbestos, hazardous wastes, or other pollutants, hereafter referred to as "contaminants." If Wood Harbinger becomes aware that contaminant materials may exist in the area involved in the Project, Wood Harbinger shall inform the Owner of this possibility. The Owner or have an independent firm hired to investigate and test these materials to determine the extent and nature of the contaminants and to decide on appropriate procedures to abate the contaminant or protect it during construction. The Client may separately contract with a consultant for this purpose. If contaminant abatement is required, it will be dealt with either as a separate construction contract or as a part of the general construction contract for the Project, but in no case as part of the electrical and mechanical engineering services of the Project.
12. **Existing Conditions.** The remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions; some of these assumptions may not be verifiable without expending additional money, or destroying otherwise adequate or serviceable portions of the facility. Therefore, Wood Harbinger shall not be held responsible when actual conditions are later discovered to deviate from said assumed conditions.
13. **Access to Facilities and Property.** Wood Harbinger requests from the Owner that the facilities be made accessible to Wood Harbinger as required for Wood Harbinger's performance of its services and will provide labor and safety equipment as required by Wood Harbinger for such access. Owner will perform, at no cost to Wood Harbinger, such tests of equipment, machinery, pipelines, and other components of the Owner's facilities as may be required in connection with Wood Harbinger's services, unless other arrangements are agreed upon in writing. Client will be responsible for all acts of Client's agents or personnel.
14. **Insurance.** Wood Harbinger shall secure and maintain insurance that will protect Wood Harbinger from claims under the Workmen's Compensation Acts and from general and



professional liability claims that may arise from the negligent performance of Wood Harbinger's services. Types and limits of insurance are as follows:

- a. Professional liability \$2,000,000
- b. General liability \$2,000,000
- c. Auto insurance (non-owned/hired) \$1,000,000

15. **Limitation of Liability.** Client agrees to require Wood Harbinger be named as an additional insured for all insurance policies carried by contractors, subcontractors, and suppliers on which Client was or will be named as an additional insured. Regardless of the presence or absence of coverage, Wood Harbinger shall not be liable for loss or damage occasioned by delays beyond Wood Harbinger's control; or for loss of earnings, loss of use, or other incidental or consequential damages suffered by Client or others, however caused. Wood Harbinger's liability hereunder, whether in tort or in contract, for any cause of action shall be limited as follows: a) for insured liabilities to the amount of insurance then available to fund any settlement, award, or verdict; b) for uninsured liabilities to fifty percent (50%) of the fee earned by Wood Harbinger under this Agreement.

16. **Legal Relations.**

- a. *General:* Wood Harbinger shall attempt to comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. This Contract shall be interpreted and construed in accordance with the laws of the State of Washington.
- b. *Mutual Indemnification:* Wood Harbinger agrees to indemnify and hold harmless Client and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including, without limitation, court costs, expenses, and reasonable attorneys' fees) arising out of injury to persons or damage to property (including, without limitation, property of Client, Wood Harbinger, and their respective employees, agents, licensees, and representatives) in any manner caused by the negligent acts or omissions of Wood Harbinger in the performance of its work pursuant to or in connection with this Agreement to the extent of Wood Harbinger's proportionate negligence, if any.

Client agrees to indemnify and hold harmless Wood Harbinger and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including without limitation, court costs, expenses and reasonable attorneys' fees) arising out of injury to person(s) or damage to property (including, without limitation, property of Client, Wood Harbinger, and their respective employees, agents, licensees and representatives) in any manner caused by the negligent acts or omissions of Client or other(s) with whom Client contracts ("Client's agents") to perform work pursuant to or in connection with this Agreement, to the extent of Client or Client's agents proportionate negligence, if any.

As part of this indemnity agreement, Client specifically agrees to assume potential liability for personal injury claims by its own employees that may arise during Wood Harbinger's



performance under this Agreement, and Client hereby waives its immunity from such claims under RCW Title 51.

- c. Client further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal, or employee of Wood Harbinger shall have personal liability under this indemnification provision of the Agreement, or for any matter in connection with the professional services provided in connection with the Project.
- d. *Consequential Damages:* Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Wood Harbinger nor the Client, their respective officers, directors, partners, employees, contractors, or other subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and Wood Harbinger shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
- e. *Dispute Resolution:* In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Wood Harbinger agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and Wood Harbinger further agree to include a similar mediation provision in all agreements with independent contractors and other consultants retained for the Project and to require all independent contractors and other consultants to include a similar mediation provision in all agreements with their subcontractors, other subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The laws of the State of Washington shall govern the interpretation of and the resolution of disputes under this Agreement.
- f. *Relationship:* Wood Harbinger's relationship to the Client shall be at all times as an independent contractor.
- g. *Project Construction:* Unless otherwise specified in this Agreement, the Client shall be responsible for administration of construction contracts, if any, on the Project. Wood Harbinger shall provide on-call assistance to the Client during contract administration. By providing such assistance, Wood Harbinger shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the Contract Documents.

- 17. Data, Documents, and Records Provided by Others.** Wood Harbinger shall be entitled to rely upon the accuracy and completeness of all data furnished by Client to Wood Harbinger that is used by Wood Harbinger in the providing of services under this Agreement. Wood Harbinger has



the right to retain and use all data furnished and all plans, designs, specifications, and other work product created by Wood Harbinger in providing services hereunder.

Client will examine studies, reports, sketches, drawings, specifications, proposals, and other documents submitted by Wood Harbinger and obtain advice of other professionals whenever Client deems appropriate in a timely manner so as not to delay the work of Wood Harbinger.

Client will provide background updates not later than 3 business days prior to a scheduled deliverable. Updates received after this period will be processed as soon as reasonably possibly, or at the next submittal.

Record Drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Wood Harbinger is not responsible for any errors or omissions in the information from others that are incorporated into the Record Drawings, and Client hereby agrees to release, defend, hold harmless, and indemnify Wood Harbinger for the same.

- 18. Ownership and Use of Documents and Electronic Media Deliverables.** All work product developed by Wood Harbinger, including but not limited to designs, drawings, specifications, notes, data, samples, materials, reports, reproductions, and other work developed by Wood Harbinger shall remain the property of Wood Harbinger after the services have been completed or terminated. Client agrees that the work product is for use with respect to the Project only and shall not be used by Owner for any other purpose without the prior written consent of Wood Harbinger. Client also agrees not to use, reuse, or adapt any work product developed by Wood Harbinger for the specific project or application intended if Wood Harbinger services have been terminated prior to completion, unless written agreement has been reached for such further use. Client shall release, defend, indemnify, and hold harmless Wood Harbinger from all claims, costs, expenses, damage, or liability arising out of or resulting from the use or modification of any work product prepared by Wood Harbinger except use by Client on those portions of the Project for which such items were prepared.

Wood Harbinger agrees to provide electronic information to Client for this Project. Electronic information identified as e-mail, drawings, calculations, submittals, estimates, disks, specifications, correspondence, or any other electronically transmitted information associated with this Project is subject to the following terms and conditions. Possession of the electronic information is evidence of Client's acceptance of, and agreement with, these restrictions:

- a. Due to the potential that electronic information can be modified unintentionally or otherwise, Wood Harbinger reserves the right to remove all indices of its ownership, name, and/or involvement from electronic information not in its possession.
- b. The use of this electronic information is restricted to the original Client site and Project for which it was prepared. The information is proprietary and is to be used only as an aid toward the successful completion of this Project by the Client. Wood Harbinger provided the



electronic information solely for Client's convenience. This does not eliminate or reduce Client's responsibility to verify any and all information relevant to Client's work and responsibility on this Project. Client shall have 30 days from receipt of the electronic information to verify compatibility, readability, and appropriateness for use. Wood Harbinger shall not be responsible for translation errors and does not agree to maintain the electronic information beyond this time period, nor to translate or reconfigure the electronic information. If errors or discrepancies are discovered, please notify Wood Harbinger in writing immediately. Drawings shall not be interpreted to be true scale documents of the proposed work, nor shall they be utilized for fabrication unless written approval is first obtained from Wood Harbinger. If the electronic information is being altered as part of an effort to generate as-built drawings, Wood Harbinger accepts no liability and/or responsibility for the accuracy of such as-built documents. Material prepared from the electronic information shall not be used for other projects, or be transferred to any other party or entity for use on this or other projects. Reuse or reproduction of the electronic information, data, or documents prepared from, by, or with this electronic information for any other purpose or party for which the material was not strictly intended, is prohibited, as Wood Harbinger retains all copyright and other legal interest in the material. In addition, all drawing information contained in the electronic information including, but not limited to, symbol libraries, blocks, details, etc. may not be reproduced, sold, distributed, or utilized in any form on any other project or by anyone else.

- c. Client recognizes that information stored on electronic media, including, but not limited to, a computer disk prepared by Wood Harbinger, may not be 100 percent compatible with Client's computer system due to differences in computer hardware and software, or may be subject to translation errors. In addition, Client recognizes that designs, plans, and data stored on electronic media, including but not limited to a computer disk, may be subject to undetectable alteration and/or uncontrollable deterioration. If, for any reason, a conflict occurs between information contained in the electronic media and stamped, signed documents, the information on signed or stamped documents shall govern.
- d. In light of the foregoing, Client recognizes and acknowledges that the use of such electronic media will be at Client's sole risk and without any liability or legal exposure to Wood Harbinger. No warranties of any nature, whether express or implied, shall attach to the electronic media or the information contained thereon. Furthermore, Client hereby releases and shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Wood Harbinger from any and all claims, damages, losses, and expenses ("claims"), including attorney's fees arising out of or resulting from the use of such electronic information, including, but not limited to, claims involving the completeness or accuracy of any data or information contained therein.
- e. Notwithstanding Wood Harbinger's agreement to provide electronic information pursuant to this Agreement, nothing shall be construed to create contractual privity or benefit



between Client and Wood Harbinger except as is necessary for Wood Harbinger to enforce these express, limited terms and conditions.

- f. Use of any information or data transmitted in electronic format signifies Client's acceptance of the above statements without exceptions and/or modifications.
- g. 3D and Building Information Modeling (BIM). All 3D and BIM provided by Wood Harbinger are for coordination and document production with the Client and Client's consultants, and are not a tool for the construction phase, and therefore may not reflect all of the components called out in the Contract Document deliverable to the Client. Client is aware that differences may exist between electronic media and the Contract Documents, and agrees that 3D and BIM models provided by Wood Harbinger do not supplement, modify or replace the Contract Documents. Client agrees to assume all responsibility if 3D or BIM models prepared by Wood Harbinger are used or represented by Client as part of the Construction Documents.

- 19. **Standard of Care.** Notwithstanding any other provision within this Agreement, nothing shall be construed to raise the applicable standard of care, which shall be that practiced by similarly situated designers practicing in the same geographic location under similar circumstances. Because professional services are based on judgment tempered by time constraints and human error, a certain level of errors and omissions should be expected. Wood Harbinger's services provided under this Agreement assume that Project Owner provided adequate budget reserves to cover associated construction costs.
- 20. **Term.** This Agreement shall remain open for acceptance for a period of sixty (60) days, after which terms are subject to adjustment. Services rendered more than one year after the date of this Agreement shall be subject to renegotiation.
- 21. **Termination of Agreement.** Either Wood Harbinger or Client may terminate this Agreement upon thirty (30) days' written notice to the other sent to the addresses listed herein. In the event Client terminates this Agreement, Client specifically agrees to pay Wood Harbinger for all services rendered through the termination date.
- 22. **Integration, Modification, and Severability.** This Agreement, including all Addenda, shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This is the entire Agreement between the parties, there are no other agreements or representations not set forth herein, and this Agreement incorporates and supersedes all prior negotiations, agreements, and representations. This Agreement may not be modified except in writing signed by an authorized representative of each party.

If any provision of this Agreement is deemed by law to be void, invalid, or inoperative for any reason, or any phrase or clause within such provision is deemed by law to be void, invalid, or inoperative, that phrase, clause, or provision shall be deemed modified to the extent necessary to make it valid and operative, or, if it cannot be so modified, then such phrase, clause, or provision shall be deemed severed from this Agreement with the remaining phrases, clauses,



and provisions continuing in full force and effect as if the Agreement had been signed with the void, invalid, or inoperative portions so modified or eliminated. In addition, a phrase, clause, or provision shall be substituted that is consistent with the intent of this Agreement and the severed phrase, clause, or provision.

23. Execution of Agreement.

- a. The parties agree that the language in this Agreement pertaining to indemnification, limitations of liability, and insurance are clear and unambiguous and were mutually negotiated by the parties.
- b. Wood Harbinger intends to furnish services in accordance with the above stated conditions and which defines completely the agreement between these parties. Client should understand that no other conditions, express or implied, will apply to Wood Harbinger's performance of its services.
- c. If a service or scope is not specifically and clearly included in this Agreement, Client agrees that it is expressly excluded.
- d. If Client accepts these conditions, please return a signed copy of this Agreement.
- e. If Wood Harbinger has not received the countersigned Agreement before Wood Harbinger begins to perform services or Client does not otherwise object to this Agreement in writing prior to Wood Harbinger beginning work, Wood Harbinger will proceed according to the terms of this Agreement and assume that it is acceptable to Client.



WOOD HARBINGER, INC.

By:

Bruce G. Alward, P.E.
Principal

September 7, 2018

CITY OF DES MOINES

Accepted By:

Partner or Corporate Officer

Date

Print Name and Title

Attachment(s): Task Hour Fee Breakdown
MBL: npl

M:\PROPOSAL\2018\Full - 2018\F18.05 - Des Moines Marina Fueling Dock Upgrade\Fee Proposal\2018-0906 F18.05 Des Moines Fuel Dock upgrades.docx

Proposal #F18.05:



Attachment B Consulting Services Task/Hour Breakdown

Owner: City of Des Moines Marina
Job Name: Fuel dock upgrades
Description Upgrade existing fueling/pumping system on Guest Moorage

WH Proposal #:		F18.05
By:	MBL/NPL	
Date:	1/29/18	
Rev 0:	Total =	\$38,041
Rev 1:	8/13/18	\$50,072
Rev 2:	8/17/18	\$43,854
Rev 3:	9/17/18	\$49,577

Basic Services Summary of Effort – Hours and Fee (By Discipline)														
SUMMARY BY DISCIPLINE:	Study	Pre-Design	SD	DD	CD	Bidding	Design Meetings	Design Total	CA	Post Construction	CA Meetings	CA TOTAL	Project Mgt	LABOR TOTALS
Electrical Engineering					45	5	8	58	19	4		23		81
	Total Hours:				45	5	8	58	19	4		23		81
	Total Fee (\$):				\$7,273	\$835	\$1,440	\$9,548	\$3,225	\$575		\$3,800		\$13,348
Industrial Systems Engineering														
	Total Hours:				142	10	17	169	32	10	2	44		213
	Total Fee (\$):				\$23,585	\$1,490	\$3,263	\$28,338	\$5,500	\$1,555	\$360	\$7,415		\$35,753
Information Technology Consulting														
	Total Hours:													
	Total Fee (\$):													
Mechanical Engineering														
	Total Hours:													
	Total Fee (\$):													
Security														
	Total Hours:													
	Total Fee (\$):													
Audio Visual														
	Total Hours:													
	Total Fee (\$):													
Building Commissioning														
	Total Hours:													
	Total Fee (\$):													
					187	15	25	227	51	14	2	67		TOTAL HRS 294

Design Labor Subtotal: \$37,885
Design Sub-Consultant Subtotal: \$244
Design Reimbursable Expenses: \$38,129
CA Labor Subtotal: \$11,215
CA Sub-Consultant Subtotal: \$233
CA Reimbursable Expenses: \$11,448

Optional Services Total:



Reimbursable Expenses

Owner: City of Oak Harbor Marina
Job Name: Field deck upgrades
Job Name: Upgrade existing fueling/pumping system on Guest Moorage

WH Proposal #:	F18.05
By:	MBL/NFL
Date:	7/29/18
Owner:	City of Oak Harbor
Rev 1:	8/13/18 1550.072
Rev 2:	8/17/18 1448.854
Rev 3:	9/7/18 1495.577

Design Expenses					
Quantity	Description	Number of Trips/Meetings	Cost per Trip/Meeting	Mark-up	Total Expense
Travel					
Airfare			\$0	10%	\$0
Lodging			\$0	10%	\$0
Car Rental/Taxi			\$0	10%	\$0
Meals			\$0	10%	\$0
Mileage (1.54 miles)		2	\$1.06	10%	\$2.33
Tolls			\$0	10%	\$0
Parking		1	\$1.0	10%	\$1.1
Printing			\$0	10%	\$0
Express Deliveries				10%	\$0
TOTAL:					\$2.44

Construction Administration Expenses					
Quantity	Description	Number of Trips/Meetings	Cost per Trip/Meeting	Mark-up	Total Expense
Travel					
Airfare			\$0	10%	\$0
Lodging			\$0	10%	\$0
Car Rental/Taxi			\$0	10%	\$0
Meals			\$0	10%	\$0
Mileage (1.54 miles)		2	\$1.06	10%	\$2.33
Tolls			\$0	10%	\$0
Parking			\$0	10%	\$0
Printing			\$0	10%	\$0
Express Deliveries				10%	\$0
TOTAL:					\$2.33

Total Reimbursable Expenses: \$477



Owner: City of Des Moines Marina
Job Name: Fuel dock upgrades
Upgrade existing fueling/pumping system on Guest Moorage

WM Proposal #:	F18.05
By:	MBL/NPL
Date:	1/29/18
Rev 0:	Total = \$38,041
Rev 1:	8/13/18 \$50,077
Rev 2:	8/17/18 \$43,854
Rev 3:	9/7/18 \$49,577

Basic Services - Task Breakdown										Staffing - Hours		Technical		Total hrs
Quantity	Description	Principal Expert	Principal I	Principal II	SE Engineer	SE Engineer	Engineer I/ Designer	Engineer II/ Designer	Project Manager	Project Assessor	Writer	Tester		
	This phase is used if SIFA is needed													
	Construction Documents (90% - 100%)					4							4	
	- Schematic Design					1							1	
	- Preliminary Design					2							2	
	- Engineering calculations					2							2	
	- Specifications					2							2	
	- Division 26 - Electrical					2				1			3	
	- Division 27 - Communication					2							2	
	- Division 28 - Mechanical					2							2	
	- Division 29 - Plumbing					1							1	
	- Division 31 - Fire Protection					1							1	
	- Division 32 - Electrical					1							1	
	- Division 33 - Electrical					1							1	
	- Division 34 - Electrical					1							1	
	- Division 35 - Electrical					1							1	
	- Division 36 - Electrical					1							1	
	- Division 37 - Electrical					1							1	
	- Division 38 - Electrical					1							1	
	- Division 39 - Electrical					1							1	
	- Division 40 - Electrical					1							1	
	- Division 41 - Electrical					1							1	
	- Division 42 - Electrical					1							1	
	- Division 43 - Electrical					1							1	
	- Division 44 - Electrical					1							1	
	- Division 45 - Electrical					1							1	
	- Division 46 - Electrical					1							1	
	- Division 47 - Electrical					1							1	
	- Division 48 - Electrical					1							1	
	- Division 49 - Electrical					1							1	
	- Division 50 - Electrical					1							1	
	- Division 51 - Electrical					1							1	
	- Division 52 - Electrical					1							1	
	- Division 53 - Electrical					1							1	
	- Division 54 - Electrical					1							1	
	- Division 55 - Electrical					1							1	
	- Division 56 - Electrical					1							1	
	- Division 57 - Electrical					1							1	
	- Division 58 - Electrical					1							1	
	- Division 59 - Electrical					1							1	
	- Division 60 - Electrical					1							1	
	- Division 61 - Electrical					1							1	
	- Division 62 - Electrical					1							1	
	- Division 63 - Electrical					1							1	
	- Division 64 - Electrical					1							1	
	- Division 65 - Electrical					1							1	
	- Division 66 - Electrical					1							1	
	- Division 67 - Electrical					1							1	
	- Division 68 - Electrical					1							1	
	- Division 69 - Electrical					1							1	
	- Division 70 - Electrical					1							1	
	- Division 71 - Electrical					1							1	
	- Division 72 - Electrical					1							1	
	- Division 73 - Electrical					1							1	
	- Division 74 - Electrical													



Owner:	City of Des Moines Marina
Job Name:	Fuel dock upgrades
	Upgrade existing fueling/pumping system on Guest Moorage

WH Proposal #:	F18.05
By:	MBL/NPL
Date:	1/29/18
Rev 0:	Total = \$38,041
Rev 1:	8/13/18 \$50,077
Rev 2:	8/17/18 \$43,854
Rev 3:	9/7/18 \$49,577

[illegible]



Electrical Engineering-Basic Services

Owner:	City of Des Moines Marina
Job Name:	Fuel dock upgrades Upgrade existing fueling/pumping system on Guest Moorage

Opportunities exist for training/mentoring of youth on career modeling.

WM Proposal #:	F18.05
By:	MBL/NPL
Date:	1/29/18
Rev 0:	Total = 538.041
Rev 1:	8/13/18 150.077
Rev 2:	8/17/18 543.854
Rev 3:	9/7/18 549.577

[illegible]



Industrial Engineering - Basic Services

Owner: City of Del Mar, Marina
Job Name: Fuel dock upgrade
Upgrade existing fueling/pumping system on Quet Moorage

WM Proposal #:	F18.05
By:	MEL/NFL
Date:	1/29/18
Rev 0:	150.000
Rev 1:	813,118 \$50,027
Rev 2:	817,118 \$44,854
Rev 3:	977,118 \$48,577

Basic Services - Task Breakdown				Staff Effort - Hours										Total Hrs	
Quantity	Description	Principal Expert	Principal II	Sr. Engineer Rev 0/H	Sr. Engineer MEL/7/8	Engineer I/Designer	Engineer II/Design	Engineer III/Design	Project Manager	Project Assistant	Technical Writer I	Technical Writer II	Total Hrs		
	This phase is used if SEPA is needed														
	Field Investigation				4								4		
	Construction Documents (35%-100%)				8								8		
	Coordination				6	4							10		
	Equipment Calculations				6								6		
	Equipment Selection				6								6		
	Specifications			4	12								16		
	Division 0.1 - Split Power Template			6	4								10		
	Division 2.1 - Plumbing			8	4								12		
	Division 2.3 - Fuel														
	Division 2.4 - Fuel														
	Drawing Index					1							1		
	Symbols & Abbreviations														
	Mechanical Site Plan				1	2							3		
	Demolition Plan				1	2							3		
	Electrical - Single-line Diagram				2	1							3		
	Plumbing				2	6							8		
	Piping Plumbing Details				2	1							3		
	Submittal Document Preparation - 100%				1								1		
	Submittal Document Preparation - Final				1								1		
	Quality Control Reviews - Internal		4										4		
	Quality Control Reviews - External						4						4		
	Review Respond to Comments												2		
	Project Management														
				1					2				3		
	Total Hours for CD	0	0	5	18	56	23	14	0	2	24	0	142		
	Total Fee for CD	\$0	\$0	\$1,135	\$3,696	\$10,080	\$3,650	\$1,890	\$0	\$360	\$2,760	\$0	\$23,585		



Industrial Engineering-Basic Services

Owner: City of Dae Maupas Marina
Job Name: Fuel dock upgrade
Upgrade existing fueling/pumping system on Guest Moorage

Rev:	Rev 1	Rev 2	Rev 3
9/7/18	9/7/18	9/7/18	9/7/18
448,577	448,577	448,577	448,577

Basic Services - Task Breakdown														
Quantity	Description	Principal Expert	Principal I	Principal II	Sr. Engineer	Sr. Engineer	Engineer I/Design	Engineer II/Design	Engineer III/Design	Project Manager	Project Assistant	Technical Writer I	Technical Writer II	Total Hrs
	Bidding					2		2			1			5
	Addenda Preparation					2		2			1			5
	Substitution Requests					2		2			1			5
0	Total Hours for Bidding	0	0	0	0	4	0	4	0	0	2	0	0	10
	Total Fee for Bidding	\$0	\$0	\$0	\$0	\$720	\$0	\$540	\$0	\$0	\$230	\$0	\$0	\$1,490
	Construction Administration					8		8			2			10
	Requests for Information (RFI)					8		8			2			10
	Construction Observations					6		6			2			6
	Site Observations and Reports (I)					6		6			2			6
	Punch List (I)					6		6			2			6
	Reack Punch List					6		6			2			6
	Review Contractor Pay Requests					6		6			2			6
0	Total Hours for CA	0	0	0	0	28	0	0	0	0	4	0	0	32
	Total Fee for CA	\$0	\$0	\$0	\$0	\$5,040	\$0	\$0	\$0	\$0	\$460	\$0	\$0	\$5,500
	Post Construction					2		2			1			3
	Prepare Record Drawings					2		2			1			3
	Review O&M Manuals					3		3			1			3
	Project Close-Out					3		3			1			3
0	Total Hours for Post Construction	0	0	0	0	5	0	4	0	0	1	0	0	10
	Total Fee for Post Construction	\$0	\$0	\$0	\$0	\$900	\$0	\$540	\$0	\$0	\$115	\$0	\$0	\$1,555
	Total Hours	0	0	5	18	02	23	22	0	2	31	0	0	104
	Labor Rates (\$/hr)	\$250	\$250	\$225	\$205	\$180	\$160	\$135	\$100	\$180	\$115	\$135	\$115	\$1,490
	Engineering Fees	\$0	\$0	\$1,125	\$3,600	\$16,740	\$3,680	\$2,970	\$0	\$360	\$3,565	\$0	\$0	\$33,730
	Percentage of Fee	0%	0%	4%	11%	52%	11%	9%	0%	1%	11%	0%	0%	100%



Industrial Engineering-Basic Services

Owner: City of Del Mar/Port Marina
Job Name: Fuel dock upgrades
Upgrade existing fueling/pumping system on Guest Moorage

WH Proposal #:	F18.05
B/:	MEL/NWL
Date:	1/29/18
Rev 0:	3/28/17
Rev 1:	8/13/18 \$50,977
Rev 2:	8/17/18 \$48,854
Rev 3:	9/7/18 \$49,577

Basic Services - Task Breakdown				Staff Effort - Hours									
Quantity	Description	Principal, Expert	Principal, II	Sr. Engineer	Sr. Engineer	Engineer I/Designer	Engineer III/Designer	Engineer IV/Design	Project Manager	Project Assistant	Technical Writer I	Technical Writer II	Total Hrs
Design Meetings	# meetings												3
Design	1				3								3
Div 0.1 mfg	3				3								6
Travel Labor	3				4.5								6
	1.5				12.5								17
Total Hours for Design Meetings	0	0	4.5	0	12.5	0	0	0	0	0	0	0	32.63
Total Fee for Design Meetings	\$0	\$0	\$1,013	\$0	\$2,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,263
CA Meetings	# meetings												2
CA	2				2								2
Travel Labor	Travel only				2								0
Total Hours for CA Meetings	0	0	0	0	2	0	0	0	0	0	0	0	2
Total Fee for CA Meetings	\$0	\$0	\$0	\$0	\$360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$360



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 License #0020739		CONTACT NAME: Alison Olsen PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: Insurance.Certificates@Dealeyrenton.com	
INSURED Wood Harbinger, Inc. 929 108th Ave NE, Suite 1000 Bellevue WA 98004		INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Casualty & Surety Co. America INSURER B : Travelers Indemnity Company INSURER C : XL Specialty Insurance Co. INSURER D : INSURER E : INSURER F :	
WOODHARBI		NAIC # 31194 25658 37885	

COVERAGES

CERTIFICATE NUMBER: 120383494

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6809H141060	3/25/2018	3/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BA9F253171	3/25/2018	3/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP7K167186	3/25/2018	3/25/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6809H141060	3/25/2018	3/25/2019	PER STATUTE ☒ OTH-ER ☐ WA STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			DPR9922721	3/25/2018	3/25/2019	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Des Moines Marina Fueling System Upgrades -- City of Des Moines is named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

City of Des Moines Attn: Scott J. Romano 21650 11th Ave S Des Moines WA 98198	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



City of Des Moines

21630 11th Avenue South
Des Moines, WA 98198
Phone: 206.870.7576

WOOD HARBINGER, INC.
C/O COURTNEY MONTGOMERY
929 108TH AVE. N.E., STE. 1000
BELLEVUE, WA 98004

Thursday, September 20, 2018

Dear Business Owner:

We appreciate your continued business in the City of Des Moines. If you have any questions concerning this letter please contact us at (206) 870-7576.

Please Note:

1. Please notify the Business License Clerk at (206) 870-7576 if you move your business, change your mailing address, change ownership (licenses are not transferable), change use or type of operation, hold a special event such as a tent or parking lot sale, dance, music or other event outside your routine operations, or cease operations.
2. Additional licenses may be required if your business includes amusement devices, gambling, soliciting, pawnbroker, pool tables or secondhand dealer.
3. Business Licenses run from Jan 1st through Dec 31st and must be renewed on or before the fifteenth day of February. Any license not so renewed requires a new application, accompanied by a late fee of 100% of the original fee.
4. Use location code 1709 on your State of Washington Combined Excise Tax Return when reporting retail sales or use tax occurring within the City of Des Moines. This does not increase your tax liability but ensures that Des Moines receives the local sales and use tax from your business activities within Des Moines.
5. Issuance of a 'General Business License' to operate rental housing in the City of Des Moines in accordance with DMMC 5.64 is not a license to avoid City zoning laws and does not excuse compliance with any other City ordinance, including but not limited to the provisions of DMMC Title 18 regulating multi-family dwellings in single family neighborhoods.

License #: BUS2018-00367
Tax ID #:

BUSINESS LICENSE

Issued: 09/20/2018
Expires: 12/31/2018

City of Des Moines, Washington

This license is issued to WOOD HARBINGER, INC. in accordance with the Des Moines Municipal Code Title 5 and must be posted conspicuously at the location of business.

Conditions: None

State UBI No.
600-360-642

Nature of Business
Consulting engineers

Business Location:
BELLEVUE, WA

Authorized Signature

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Small Business Saturday
Proclamation

ATTACHMENTS:
1. Proclamation

FOR AGENDA OF: November 4, 2021

DEPT. OF ORIGIN: Admin

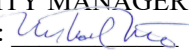
DATE SUBMITTED: October 26, 2021

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal _____
- ☐ Finance _____
- ☐ Courts _____
- ☐ Police _____
- ☒ City Clerk 

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to recognize the November 27, 2021 as Small Business Saturday.

Suggested Motion

Motion 1: “I move to approve the Proclamation recognizing the Saturday after Thanksgiving as Small Business Saturday.”

Background

Small Business Saturday was created in 2010 in response to small business owners’ most pressing need, more customers. Falling between Black Friday and Cyber Monday, it’s a day to support the local businesses that create jobs, boost the economy and preserve the neighborhoods around the country. It has since become a well-known, celebrated event on the nation’s calendar with support from elected officials and public and private organizations.

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Proclamation

WHEREAS, according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States; and

WHEREAS, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

WHEREAS, 94% of consumers in the United States value the contributions small businesses make in their community; and

WHEREAS, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

WHEREAS, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

WHEREAS, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

WHEREAS, Des Moines supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS the Saturday after Thanksgiving as

SMALL BUSINESS SATURDAY

AND urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

SIGNED this 4th Day of November, 2021.

Matt Pina, Mayor

The Waterland City

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2022-2027 Parks, Recreation and Senior Service Master Plan Update - briefing

ATTACHMENTS:

FOR AGENDA OF: November 4, 2021

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

DATE SUBMITTED: October 28, 2021

CLEARANCES:

☒ Community Development Susan M. Coge

☐ Marina _____

☒ Parks, Recreation & Senior Services Susan M. Coge

☒ Public Works /s/AM

CHIEF OPERATIONS OFFICER: [Signature]

☒ Legal /s/TG

☒ Finance [Signature]

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

Purpose:

The purpose of this agenda item is to present the 2022-2027 PRSS Master Plan update, related to policy recommendations, survey results and community input. Our consultant team at AHBL will be giving an overview of the process, and providing a brief presentation of the contents of the plan.

Background:

Parks, Recreation and Senior Services staff, along with consultants at AHBL, have been working on the 2022-2027 PRSS Master Plan update since early this year. The City is preparing for the State-required review and update of the Master Plan due on or before December 31, 2021. Once completed, the update will be incorporated into 2022's Comprehensive Plan update.

The Master Plan update is intended to incorporate changed conditions since the last update in 2016 and respond to community needs and input. This project's intent is to build on and utilize information from

the current plan. The plan must continue to meet the planning requirements of the State of Washington Recreation and Conservation Office (RCO). We also intend to increase plan functionality by editing for brevity and clarity.

Discussion:

A robust public involvement program is included in the update to assure that the plan update is responsive to the needs of the City's changing demographics. This has included multiple community engagement opportunities, input requested via our website, a community survey that was successfully administered and returned by over 400 households, and research into past projects and needs.

Both the Municipal Facilities and Economic Development Committees have been briefed, and Council was updated during a September Council meeting.

Recommendations are provided in the plan for park capital improvements and programs that may be considered for implementation and/or inclusion in future Capital Improvement Programs (CIPs) as funding and capacity allows. Many of the recommendations provided will enhance our local parks, respond to community desires, and strive to create and maintain safe and functional facilities and open space for our citizens to utilize.

Financial Impact:

There is no immediate financial impact of plan adoption and future projects will proceed as included in CIPs and budgeted. Plan adoption will maintain the City's eligibility for State grants.

Recommendation:

No motion is recommended, however staff is seeking general input and feedback from the Council. Shortly following the plan presentation, the draft plan will be provided to the Council in its entirety. Council will then have the opportunity to submit any written comments or questions to Nicole Nordholm, Assistant Director, PRSS and our consultant team at AHBL. We will present the finalized plan for adoption during the December 2, 2021 Council meeting.