

AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue South, Des Moines**

September 25, 2014 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

CONSENT AGENDA

- Page 1 Item 1: **APPROVAL OF MINUTES**
Motion is to approve the amended minutes from the August 8, 2013 Regular City Council meeting.
- Page 13 Item 2: **CONSTRUCTION CONTRACT AWARD AND CONSULTANT AGREEMENT FOR CONSTRUCTION ENGINEERING FOR THE SALTWATER STATE PARK BRIDGE SEISMIC RETROFIT PROJECT**
Motion 1 is to approve the Public Works Contract with Road Construction Northwest, Inc., Bidder #2, for the Saltwater State Park Bridge Seismic Retrofit project, in the amount of \$2,734,787.50, authorize a project contingency in the amount of \$270,000.00 and further authorize the City Manager to sign said Contract substantially in the form as submitted.
- Motion 2 is to approve Task Order Assignment 01 with Exeltech Consulting, Inc. for the Construction Management and Inspection Services of the Saltwater State Park Bridge Seismic Retrofit project in the amount of \$459,969.76, and further authorize the City Manager to sign said Task Order substantially in the form as submitted.
- Page 215 Item 3: **AWARD DINING HALL REHABILITATION CONSTRUCTION CONTRACT**
Motion 1 is to award the Public Works Contract with Par-Tech Construction, Inc. for the Des Moines Beach Park Dining Hall Restoration Project, in the amount of \$946,152.50 (for the Base Bid plus Alternates 1 through 4 inclusive), authorize a project contingency in the amount of \$120,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted.
- Motion 2 is to direct Administration to submit a \$45,000.00 CIP budget amendment for the Des Moines Beach Park Dining Hall Restoration Project.

Page 243 Item 4: CITY EMPLOYEE WELLNESS PROGRAM
Motion is to adopt Draft Resolution No. 14-194 establishing the City Employee Wellness Program.

Page 247 Item 5: APPROVAL OF PROPERTY ACQUISITION FOR S. 251ST SLIDE REPAIR PROJECT
Motion is to purchase land identified as King County Parcel Number 256080-3285 owned by Ben G. Stark in the amount of \$23,000.00, plus closing costs, and further to authorize the City Manager to sign the Statutory Warranty Deed, Real Property Voucher Agreement, Real Estate Excise Tax Affidavit and Administrative Offer Summary substantially in the form as submitted and accept the real property on behalf of the City of Des Moines.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Page 293 Item 1: DRAFT RESOLUTION NO. 14-186, FIRST ADDENDUM TO THE AMENDED AND RESTATED SECOND DEVELOPMENT AGREEMENT FOR THE DES MOINES CREEK BUSINESS PARK
Staff Presentation: Planning, Building and Public Works Director
Dan Brewer

OLD BUSINESS

Page 303 Item 1: DRAFT ORDINANCE NO. 14-137: STREET VACATION OF PUBLIC RIGHT-OF-WAY WITHIN CITY OF DES MOINES KNOWN AS 5TH PLACE SOUTH, SOUTH OF SOUTH 287TH STREET, SECOND READING
Staff Presentation: Civil Engineer I Tommy Owen

NEW BUSINESS

Page 333 Item 1: GENERAL AND STREET FUNDS 2014 YEAREND/2015 PROPOSED REVENUE ESTIMATES
Staff Presentation: Finance Director Paula Henderson

Page 335 Item 2: 2015 PRELIMINARY OVERVIEW OF GENERAL & STREET FUNDS
Staff Presentation: Finance Director Paula Henderson

Page 343 Item 3: DRAFT ORDINANCE NO. 14-188, PUBLIC OWNERSHIP OF ENVIRONMENTALLY CRITICAL AREA TRACTS
Staff Presentation: Planning, Building and Public Works Director
Dan Brewer

NEXT MEETING DATE

October 2, 2014

ADJOURNMENT

1
AMENDED MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING

City Council Chambers
21630 11th Avenue South, Des Moines

August 8, 2013 - 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Kaplan.

ROLL CALL

Council present: Mayor Dave Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Engineering Services Manager Brandon Carver; SWM Utility Manager Loren Reinhold; Community Development Manager Denise Lathrop; Management Consultant Grant Fredricks; City Clerk Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

There were no comments from the public.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Farmer's Market:
 - Kids fishing derby this Saturday.

Councilmember Sheckler:

- Artemis Hotel:
 - EB5 Regional Center Designation.
 - Thanked the following for all their support and hard work:
 - City Council.
 - City Staff.

Councilmember Burrage:

- Got a 15 minute massage from Quikmassage and it was wonderful.

Mayor Pro Tem Pina:

- Council retreat last Saturday:
 - Thanked staff for preparation.
- Finance & Economic Development Committee:
 - Updates to projects in community.
 - Permitted uses in the Business Park.
 - Discussion of B&O Tax Structure.
 - Policy discussion around Pacific Highway Corridor.
 - Parking solutions in Marina District.
 - Several business owners came in to speak at a meeting held on August 7, 2013.
 - Thanked City Manager and Economic Development Manager.

- Public Safety & Transportation Committee Meeting:
 - Marijuana Regulations are coming forward.
 - Ordinances and Zoning.
 - Transportation Capital Improvement Plan.
 - Pavement Preservation Program, if Proposition 1 passes;
 - Not likely to pass; will have more discussions around what to do next with paving issues.

Councilmember Musser:

- Municipal Facilities Committee Meeting:
 - Met with the 2 finalists from the Request for Qualifications for the Marina Development.
 - Interviews available to view on the City's web site.
 - Committee will meet on August 15 to discuss proposals.
- Editor of the *Highline Times*, Eric Mathison is retiring after many years and wished him well.

Councilmember Nutting:

- National Night Out:
 - Thanked the following for attending:
 - Des Moines Police Department.
 - South King County Fire.
 - Code Enforcement.
 - There were 32 get-togethers throughout the City.
- School starts in one month, please drive safe and pay attention in school zones.
- Attended the Concert in the Park, *Des Moines Got Talent*.
- Friday, August 9th Movie in the Park, *The Avengers*.

PRESIDING OFFICER'S REPORT

- Received comments back from people who are appreciative of the crosswalks and better signage on Marine View Drive.
- Listened to comments regarding the South part of the Marina.
 - Staff working hard to make adjustments.
 - Ordinance passed changing the closing time of the parking lot.
 - Received appreciative communication back on that Ordinance.
- Budget Retreat-some things that were discussed:
 - How to fund services everyone wants given the challenging revenue stream.
 - Approximately \$300,000 loss in revenue from the assessed property value from the County Assessor's Office.
 - Looking at all options to try to solve the budget deficit.
 - Ways to make things more efficient in every Department.
 - Grow economic base in City.
 - Approximately \$2.5 to \$3 million shortfall.
 - More conversations regarding budget options going forward.

- Proposition 1:
 - Appreciated the voters taking the time to vote.
 - Second time out to voters, this time to specifically fund paving of streets in Des Moines.
 - Proposition appears to be failing.

Mayor Kaplan presented former Councilmember Dan Caldwell a plaque acknowledging his years of service to the Community and Council and thanking him for his commitment.

Mayor Pro Tem Pina spoke to the size of the Council packet for this week, 492 pages. Mayor Pro Tem Pina proposed a few suggestions to help eliminate the size of future packets. Councilmember Sheckler asked for a status update on electronic council packet for Councilmembers. City Clerk Wilkins updated Council with the status of electronic packets and briefed them on some of the concerns that the IT Manager has.

ADMINISTRATION REPORTS

AHMADIYYA MUSLIM COMMUNITY BLOOD DRIVE SUPPORT OF PUBLIC SAFETY

- Chief George Delgado gave a brief introduction and introduced members of the Ahmadiyya Muslim Community.

Those that spoke were:

- Irfan Chaudhry, President of the Ahmadiyya Muslim Community.
- John Yasutake, Conciliation Specialist Northwest Regional Office, US Department of Justice Community Relations Service.

Announced Des Moines Community Blood Drive:

- Saturday, September 7, 2013.
- 10:00 – 4:00 p.m. (closed 12:00-1:00 p.m.).
- Blood Mobile in Public Works Parking Lot (2255 S 223rd Street, Des Moines WA).

CONSENT CALENDAR

Item 1: NATIONAL RECOVERY MONTH

Motion is to move that the City of Des Moines supports National Recovery Month by passing the proposed proclamation.

Item 2: DRAFT ORDINANCE ADOPTING STATE MARIJUANA INFRACTION

First Motion is to suspend Rule 26(a) in order to enact Draft Ordinance 13-074 on first reading.

Second Motion is to enact Draft Ordinance 13-074, adopting by reference RCW 69.50.445, creating a civil infraction for opening or consuming marijuana in public view.

Item 3: INTERLOCAL AGREEMENT – FEDERAL WAY SCHOOL DISTRICT IMPACT FEES

Motion is to approve the Interlocal Agreement between the City of Des Moines and the Federal Way School District to enable the City to distribute school impact fees collected for the Landmarque Development in accordance with the March 26, 2007 Environmental Mitigation Agreement, and to authorize the City Manager to sign the ILA substantially in the form submitted.

Item 4: NORTH HILL ELEMENTARY SCHOOL ZONE FLASHING BEACON PROJECT GRANT ACCEPTANCE

Motion is to accept the Washington Traffic Safety Commission grants for North Hill and Aviation School awarded for a total amount of \$15,000 and direct staff to bring forward a budget amendment to include this project as part of the 2013-2013 Transportation CIP.

Item 5: DRAFT RESOLUTION 13-180 SETTING A PUBLIC HEARING FOR PERMITTED USES WITHIN THE B-P ZONE

Motion is to adopt Draft Resolution No. 13-180 setting a public hearing on September 5, 2013 to consider Draft Ordinance 13-180 amending the permitted uses within the B-P Business Park Zone codified in Chapter 18.25 DMMC.

Item 6: TRANSPORTATION GATEWAY PROJECT: CONSTRUCTION CONTRACT AWARD AND CONSULTANT AGREEMENT SUPPLEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE 24TH AVENUE S IMPROVEMENT PROJECT (S 216TH STREET TO S 208TH STREET)

Motion 1 is to award the 24th Avenue South (S 216th Street to S 208th Street) construction contract, to DPK, Inc. in the amount of \$4,858,947.95, which includes all Bid Schedules (A through E), and authorize the City Manager to sign said contract substantially in the form as submitted. I further authorize a contingency for the construction project of up to \$485,895 (10%) to cover unforeseen conditions and change orders as determined necessary by the Planning, Building and Public Works Director.

Motion 2 is to approve Supplement #10 with KPG Consulting Engineers, Inc. for Construction Engineering and Inspection Services necessary for the 24th Avenue South Improvements (S 216th Street to S 208th Street) in the amount of \$688,091.86, bringing the total Agreement amount to \$3,577,950.85, and further authorize the City Manager to sign the contract supplement substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Musser to approve the consent agenda; seconded by Mayor Pro Tem Pina.

Councilmember Burrage removed item #3 for further discussion.
The motion passed 7-0 for remainder of consent agenda.

Councilmember Musser moved to approve the Interlocal Agreement between the City of Des Moines and the Federal Way School District to enable the City to distribute school impact fees collected for the Landmarque Development in accordance with the March 26, 2007 Environmental Mitigation Agreement, and to authorize the City Manager to sign the ILA substantially in the form submitted; seconded by Mayor Pro Tem Pina.

The motion passed 6-1

For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Sheckler and Scott.

Against: Councilmember Burrage.

Mayor Kaplan asked that Old Business go before the Council prior to the Public Hearings, council agreed.

OLD BUSINESS

Item 1:

MODIFICATION TO SHORT SUBDIVISION FRONTAGE IMPROVEMENT REQUIREMENTS

Staff Presentation: Engineering Services Manager Brandon Carver

Motion made by Councilmember Sheckler to enact Draft Ordinance No. 13-118 creating a new section to DMMC 17.36.050, allowing for modifications to 2 lot short subdivision frontage improvements when certain criteria are met; seconded by Councilmember Musser.

Councilmember Burrage offered an amendment to change the language from 2 lot short subdivisions to 4 lot subdivisions; seconded by Councilmember Scott. The motion failed 2-5.

For: Councilmembers Burrage and Scott.

Against: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser and Sheckler.

The original motion passed 7-0.

Mayor Kaplan read Draft Ordinance No. 13-118 into the record.

Item 2:

SURFACE WATER MANAGEMENT RATES

Staff Presentation: SWM Utility Manager Loren Reinhold

Motion made by Mayor Pro Tem Pina to enact Draft Ordinance No. 13-123, revising the definition the Equivalent Billing Unit, eliminating the 70% rate discount for private streets, revising the classification base rate calculations, and providing rate adjustments for non-single family residences and private streets that mitigate water quality and water quantity impacts to current development standards; seconded by Councilmember Sheckler. The motion passed 5-2.

For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser and Sheckler.

Against: Councilmembers Burrage and Scott.

Mayor Kaplan read Draft Ordinance No. 13-123 into the record.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1:

PUBLIC HEARING FOR DRAFT ORDINANCE 13-080, PLANNING AGENCY DISSOLUTION

Staff Presentation: Community Development Manager
Denise Lathrop

Mayor Kaplan opened the Public Hearing at 7:50 p.m.

Community Development Manager Denise Lathrop gave a brief power point presentation on the role of the Planning Agency over the years and shared comments from current members. See Attachment "A"

Mayor Kaplan called 3 times for those wishing to speak; seeing none, Mayor Kaplan asked for Councilmember questions.

Mayor Kaplan closed the public hearing at 8:12 p.m.

Direction/Action

Motion made by Councilmember Sheckler to suspend City Council Rule 26(a) in order to enact Draft Ordinance No. 13-080 on first reading; seconded by Councilmember Musser.

The motion passed 6-1.

For: Mayor Kaplan, Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Burrage and Sheckler.

Against: Councilmember Scott.

Motion made by Councilmember Sheckler to enact Draft Ordinance No. 13-080 to dissolve the Des Moines Planning Agency; seconded by Mayor Kaplan.

The motion passed 6-1.

For: Mayor Kaplan, Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Burrage and Sheckler.

Against: Councilmember Scott.

Mayor Kaplan read Ordinance No. 13-080 into the record.

At 8:25 p.m. Council took a 5 minute break and resumed the council meeting at 8:30 p.m.

Item 2: PUBLIC HEARING FOR DRAFT ORDINANCE 13-086, PACIFIC RIDGE ZONE
Staff Presentation: Management Consultant Grant Fredricks and
Community Development Manager Denise Lathrop

Mayor Kaplan opened the Public Hearing at 8:35 p.m.

Management Consultant Grant Fredricks gave a brief power point presentation on the Pacific Ridge Zone.

Mayor Kaplan called those who signed in to speak.

Ronald Dupard, 11023 SE 240th Street #D-2, Kent, represents Wayne and Deb Ferguson, Managing Partners of the Smith Corp Property. Spoke about future development in the Pacific Ridge Zone and easing up on the City's requirements on how much recreation space is required. He also spoke about driveway access; leaving the requirements wide open.

Mayor Kaplan called 3 times for those wishing to speak; seeing none, Mayor Kaplan asked for Councilmember questions.

Councilmember Scott asked that an e-mail document and pictures be included in the record. See Attachment "B"

Mayor Kaplan also asked that an e-mail from Robyn and Randy Clark be included in the record. See Attachment "C"

Direction/Action

Motion made by Councilmember Sheckler to continue the public hearing on Draft Ordinance No. 13-086 amending DMMC 18.31, Pacific Ridge Zone Code,

to September 12, 2013 or as soon thereafter as the matter may be heard or scheduled by the Mayor; seconded by Mayor Pro Tem Pina.
The motion passed 7-0.

- Item 3: PUBLIC HEARING FOR DRAFT ORDINANCE 13-108, PARKING CODE
Staff Presentation: Management Consultant Grant Fredricks and
Community Development Manager Denise
Lathrop

Mayor Kaplan opened the Public Hearing at 8:58 p.m.

Management Consultant Grant Fredricks gave a brief power point presentation on the Parking Code.

Mayor Kaplan called 3 times for those wishing to speak; seeing none Mayor Kaplan asked for Councilmember questions.

Direction/Action

Motion made by Councilmember Sheckler to continue the public hearing on Draft Ordinance No. 13-108 amending DMMC 18.44, Parking Code, to September 12, 2013 or as soon thereafter as the matter may be heard or scheduled by the Mayor; seconded by Councilmember Musser.
The motion passed 7-0.

- Item 4: CONTINUED PUBLIC HEARING ON DRAFT ORDINANCE 13-011, SIGN
CODE CHANGES
Staff Presentation: Management Consultant Grant Fredricks and
Community Development Manager Denise
Lathrop

Management Consultant Grant Fredricks gave a brief power point presentation on the proposed Sign Code Changes and introduced a list of Councilmember proposed amendments.

Mayor Kaplan asked if anyone wished to speak on the issue.

BJ Bjorneby, 517 S 212th, Des Moines thanked Council for what they are doing to promote business in Des Moines. Mr. Bjorneby specifically spoke about eliminating the opaque regulations for signs as it washes out the lettering during the night.

Mayor Pro Tem Pina asked Mr. Bjorneby to expand on his previous comments on roof signs.

Mr. Bjorneby commented that by raising the signs on the building tops they can be visible to those in the northbound lanes of Pacific Highway.

Malcolm Case, President of Grace Lutheran Church commented that the Church is trying to upgrade the looks to the church more than the consistency of signs throughout the City. Allow the Church to electronically advertise to the public rather than hang banners that have less visibility.

Mayor Kaplan asked 3 times if anyone else wished to speak; seeing none, Mayor Kaplan asked Council if they had any questions.

Councilmember Burrage asked staff to bring back Mr. Bjorneby's concerns to Council; council agreed.

Mayor Kaplan closed the public hearing at 9:30.

Direction/Action

Motion made by Mayor Kaplan to waive Council Rule 26(a) in order to enact Draft Ordinance No. 13-011 amending DMMC 18.42, Sign Code, on first reading; seconded by Councilmember Sheckler.
The motion passed 7-0.

Motion made by Mayor Kaplan to enact Draft Ordinance No. 13-011 amending DMMC 18.42, Sign Code; seconded by Councilmember Sheckler.

Motion made by Councilmember Burrage to amend Sec. 3 of Draft Ordinance 13-011, DMMC 18.42.050(7) on p. 21 to read "One nonelectrical and nonilluminated business identification sign not over thirty six square feet in area if allowed in that zone"; seconded by Councilmember Musser.
The motion passed 7-0.

Motion made by Councilmember Burrage to amend Sec. 3 of Draft Ordinance 13-011, DMMC 18.42.050(8) on p. 21 to read: "One on-premises nonilluminated bulletin board not over 24 square feet in area for a charitable or religious organization"; seconded by Councilmember Musser.
The motion passed 7-0.

Motion made by Councilmember Burrage to amend Sec. 3 of Draft Ordinance 13-011, DMMC 18.42.050(12)(i) on p. 23 to read "Portable signs located in the public right-of-way subject to the following requirements: i) Signs shall be professionally looking and maintained in good condition so as to preserve the aesthetic value of the total environment"; seconded by Councilmember Musser.

Mayor Kaplan offered a friendly amendment to change the word "professionally looking" to "professional appearance"; agreeable to the maker and the seconder of the motion.
The motion passed 7-0.

Motion made by Councilmember Burrage to amend Sec. 4 of Draft Ordinance 13-011, DMMC 18.42.150(6) on p. 26 to read: "The following signs are prohibited: (6) Off-premises signs, except as provided in DMMC 18.42.270; or any one sign for a Des Moines business that is 12 square feet or under"; seconded by Councilmember Scott.
The motion passed 5-2.

For: Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Burrage and Scott.

Against: Mayor Kaplan; Councilmember Sheckler.

Motion made by Councilmember Burrage to amend Sec. 5 of Draft Ordinance 13-011, DMMC 18.42.270 on p. 27 to read: "All signs, except real estate directional signs, political signs, City operated signs communicating information on City services, community events and emergency management, portable signs expressly allowed under DMMC 18.42.050 and off-premises signs approved under DMMC 18.42.090, must be located on the premises or events or activities of the business that they identify or advertise. All other advertising signs located on premises other than the premises of the business or events or activities they advertise are prohibited, notwithstanding single ownership of more than one premises, except where the premises are contiguous. For the purposes of this section "contiguous" means that such buildings or properties are joined and/or interior access is provided from one to the other. Except those signs approved pursuant to DMMC 18.42.090 DMMC 18.42.150"; seconded by Mayor Pro Tem Pina.

The motion passed 6-1.

For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Burrage and Scott.

Against: Councilmember Sheckler.

Motion made by Councilmember Burrage to amend Sec. 6 of Draft Ordinance 13-011 to delete DMMC 18.42.300(1) on p. 27 to read: "The following signs are permitted in the neighborhood commercial zone (N-C) and commercially zoned properties located in the Redondo neighborhood"; seconded by Councilmember Musser.

The motion passed 7-0.

Motion made by Councilmember Musser to amend DMMC 18.42.290(4) to add subsections (a)-(c) to read: "The following signs are permitted in all residential zones. (4) Community centers, schools, and churches are permitted one unlit wall sign no larger than 40 square feet in area and one freestanding sign not exceeding 80 square feet in area and 10 feet in height including a readerboard not exceeding 32 square feet in area"; seconded by Councilmember Nutting.

Motion made by Mayor Pro Tem Pina to extend the meeting until 10:15 p.m.; seconded by Councilmember Musser.

The motion passed 7-0.

Councilmember Sheckler stated he would be a protest vote on the proposed amendment.

The motion passed 6-1.

For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Burrage and Scott.

Against: Councilmember Sheckler.

Motion made by Councilmember Burrage to amend DMMC 18.42.310(1)(a)(i)-(ii) and add (iii) to read: "The following signs are permitted in the Pacific Ridge commercial zone: 1, Pacific Ridge commercial zone 2, business park zone and all commercial zones abutting Pacific Highway South that are not within the Pacific Ridge neighborhood: (1) Freestanding Signs. For single business properties, multiple-tenant buildings, multiple building complexes, and shopping centers, freestanding signs are allowed as follows: (1) Number of Freestanding Signs. (i) For building sites with up to 200 feet of street frontage, one sign is allowed. (ii) For building sites with more than 200 feet of street frontage and

having more than one vehicular access, two signs are allowed; provided, that the total allowable sign area is not exceeded. (iii) If the building site is on two arterials one additional freestanding sign is allowed"; seconded by Councilmember Scott.

The motion failed 3-4.

For: Councilmembers Musser, Burrage & Scott.

Against: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting and Sheckler.

Motion made by Councilmember Sheckler to extend the meeting an additional 5 minutes, until 10:20 p.m.; seconded by Mayor Pro Tem Pina.
The motion passed 7-0.

Motion made by Councilmember Burrage to amend DMMC 18.42.310(i)(b) to read: "For single business properties, multiple-tenant buildings, multiple-building complexes, and shopping centers, freestanding signs are allowed as follows: (i) Each sign allowed shall not exceed 100 square feet in area"; seconded by Councilmember Musser.

The motion passed 4-3.

For: Mayor Pro Tem Pina; Councilmembers Musser, Burrage and Scott.

Against: Mayor Kaplan; Councilmembers Nutting and Sheckler.

Motion made by Councilmember Burrage to amend DMMC 18.42.310(i)(c) to read: "For single business properties and multiple business properties, freestanding signs shall not exceed 20 feet in height as measured from median sidewalk grade. The City Manager is authorized to formally waive the maximum sign height when signs must be set back from the arterial because of sloping site conditions provided the City Manager determines that the intent of this section is otherwise met"; seconded by Councilmember Musser.
The motion passed 7-0.

Motion made by Councilmember Burrage to amend DMMC 18.42.310(1)(e), to read: "The city manager or designee may approve monument signs located on a separate parcel of property within a multiple-building complex or shopping center when the following conditions exist"; seconded by Councilmember Musser.

The motion passed 7-0.

Motion made by Councilmember Burrage to amend DMMC 18.42.310(2) to read: "Each single business property is permitted a total sign area not to exceed two square feet per lineal foot of street frontage, up to a maximum of 200 square feet or not more than 10% of the front wall size, whichever is larger"; seconded by Councilmember Musser.

Motion made by Councilmember Sheckler to extend the meeting an additional 5 minutes, until 10:25 p.m.; seconded by Mayor Pro Tem Pina.
The motion passed 7-0.

The motion passed 5-2.

For: Mayor Pro Tem Pina; Councilmembers Nutting, Musser, Burrage and Scott.

Against: Mayor Kaplan and Councilmember Sheckler.

Motion made by Councilmember Musser to strike section 18.42.310(3) which reads: "Internally illuminated signs shall be constructed using individual letters/characters, or sign cabinets with an opaque field or background so that only the individual letters/characters are illuminated"; seconded by Mayor Pro Tem Pina.

The motion passed 7-0.

The original motion passed as amended 7-0.

Mayor Kaplan read Draft Ordinance 13-011 into the record.

NEXT MEETING DATE

September 5, 2013 Regular City Council Meeting

ADJOURNMENT

Motion made by Councilmember Sheckler to adjourn; seconded by Mayor Pro Tem Pina.
The motion passed 7-0.

The meeting was adjourned at 10:25 p.m.

Respectfully submitted,
Bonnie Wilkins
City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Construction Contract Award and Consultant Agreement for Construction Engineering for the Saltwater State Park Bridge Seismic Retrofit Project

ATTACHMENTS:

1. Public Works Contract
2. Consultant Agreement Task Order Assignment 01
3. Contract Bid Tabulation
4. Responsive Low Bid Proposal, Non-Responsive Bid Letter, and Correspondence Letters
5. Non-Responsive Low Bid Proposal and Correspondence Letters
6. Transportation 2014-2019 CIP, Draft 2015-2020 CIP, and BRAC Award Letter

FOR AGENDA OF: September 25, 2014

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: September 16, 2014

CLEARANCES:

- ☒ Legal PB
- ☒ Finance PL
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works DJB
- ☐ Police N/A
- ☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Contract (Attachment 1) with Road Construction Northwest, Inc. for the Saltwater State Park Bridge Seismic Retrofit project and approval of Task Order Assignment 01 (Attachment 2) with Exeltech Consulting for the Construction Management and Inspection Services for the Saltwater State Park Bridge Seismic Retrofit project. The following motions will appear on the consent calendar:

Suggested Motions

Motion 1: "I move to approve the Public Works Contract with Road Construction Northwest, Inc., Bidder #2, for the Saltwater State Park Bridge Seismic Retrofit project, in the amount of \$2,734,787.50, authorize a project contingency in the amount of \$270,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted."

Motion 2: "I move to approve Task Order Assignment 01 with Exeltech Consulting Inc. for the Construction Management and Inspection Services of the Saltwater State Park Bridge Seismic Retrofit project in the amount of \$459,969.76, and further authorize the City Manager to sign said Task Order substantially in the form as submitted."

Background

The Saltwater State Park Bridge is located on Marine View Drive South, and carries traffic over a ravine that is approximately 100 feet deep. Saltwater State Park and McSorly Creek are situated at the bottom of the ravine. The Saltwater State Park Bridge is a 570-foot long highway bridge built in 1934. The structure has eight spans, with an overall average width of 28 feet, and a 24-foot roadway width. The superstructure consists of a cast-in-place reinforced concrete double-tee section with four-column bents. The bridge is in need of several improvements, which include seismic retrofitting, footing repairs, and drainage improvements.

The Project will consist of seismically retrofitting the structure, foundation repairs and safety upgrades. The seismic retrofit will include repairing spalls and cracks, strengthening of existing bridge components with concrete and Fiber Reinforced Polymer (FRP) jackets, and the installation of seismic restrainers. The foundation repairs will consist of the installation of access roads under the structure, drainage improvements, the installation of micropiles, enlargement of bent footings, plantings, and other environmental mitigation.

The Project was advertised on August 20th, 2014 and Bids were opened on September 10th, 2014. All project approvals and permits are acquired and concurrence from WSDOT Local Programs has been obtained to award the project.

Engineering consultants are needed in order to supplement and expand the capability of City staff for Construction Management and Inspection of the Project.

Discussion

Construction Contract (Motion#1)

Staff solicited for sealed bid proposals publically via Seattle Times and the Seattle Daily Journal of Commerce on August 20th, 2014. Staff utilized Builder's Exchange of Washington (an on-line plan center) to reach the majority of contractors and encourage the most competitive bidding atmosphere. A pre-bid meeting was held on September 3rd, 2014 and bids were publically read on September 10th, 2014 by the City Clerk. A total of (7) bids for the project were received. Bids from the (7) contractors are summarized below and the Bid Tabulation which is provided in Attachment 3.

BID RESULTS

<u>Contractor Name</u>	<u>Bid Proposal</u>
McClure and Sons, Inc.	\$2,698,872.50 (Non-Responsive)
Road Construction Northwest, Inc.	\$2,734,787.50 (Responsive Low Bid)
IMCO General Construction	\$2,776,989.00
Olivas Valdez, Inc.	\$2,881,430.00
Massana Construction	\$2,987,795.00
Quigg Brothers, Inc.	\$3,056,880.00
SB Structures, LLC	\$3,191,027.50
Engineer's Estimate	\$2,969,494.00

Road Construction Northwest, Inc. is the apparent lowest responsive bidder at \$2,734,787.50. Attachment 4 includes the bid proposal for the responsive apparent low bidder, along with correspondence letters.

The non-responsive low bid determination (McClure and Sons, Inc) was made due to not fully executed proposal forms relating to DBE requirements. This determination was made with concurrence from Washington State Department of Transportation. Attachment 5 includes the proposal for the non-responsive low bidder, along with correspondence letters.

The bid tabulation, as well as the Contractor qualifications have been reviewed, and Staff and Exeltech (Engineer of Record) recommend award of the Contract to Road Construction Northwest, Inc. WSDOT concurs with the award.

The Contractor will receive Notice to Proceed on this project as soon as possible after Council approval to award and staff has receipt of all the necessary Contract paperwork. The Contractor will have 115 working days to complete this project, and construction is expected to begin in October 2014.

Construction Management and Inspection Services (Motion#2)

Outside Construction Management and Inspection Services are necessary to manage this large construction contract for the City and complete the Saltwater State Park Bridge Seismic Retrofit. These services are proposed to be provided by Exeltech, the Engineer of Record for the project, as provided in Attachment 2. Staff believes that Exeltech has satisfactorily met engineering expectations for the project as originally envisioned in the solicitation for services and have demonstrated their qualifications for these services on other projects within the City of Des Moines and will be able to maintain valuable overall project history and consistency with the previous phases of work.

Construction engineering and inspection services on this project are complex in that it is being constructed with federal funds and must meet extensive FHWA requirements. Steel materials must conform to Buy America requirements and be certified. Requirements include ongoing inspection, monitoring and documentation of contractor compliance to prevailing wage rates, assurance that 10% or more of the contract meets Federal requirements for Disadvantaged Business Enterprises (DBE) goals. WSDOT is responsible for overseeing FHWA federal funds and will audit work to insure adherence contract requirements. Failure to meet these requirements could result in a loss of Certified Agency (CA) status jeopardizing the city's ability to cost effectively manage federally funded projects. Lack of accurate documentation and inspection could also result in a requirement to reimburse all or a portion of FHWA funds expended on the project. Staff believes Exeltech is capable of preparing required federal reports and working directly with WSDOT to ensure that FHWA requirements are met.

Alternatives

(Motion #1)

Council could direct staff to re-submit for construction bids at a later time. However, given permit conditions imposed on the project by the Right of Entry issued by Washington State Parks in concurrence with NEPA Section 4(f) review, any delay will initiate reauthorization and review by WSDOT and FHWA.

(Motion #2)

The City does not have adequate resources to perform complete Construction Management and Inspection in compliance with federal and general project requirements. Council could direct staff to

solicit for proposals, but will cause project delay impacting issued permits and construction schedule. Additionally, solicitation for proposals will result in potentially (2) separate contracts, one for the construction management and inspection work and one for the Engineer of Record. By utilizing the Engineer of Record to fulfill these services, the City will benefit from consolidated services.

Financial Impact

Two funding sources, the City's Transportation CIP fund and a FHWA grant administered by WSDOT, are utilized to cover project costs (refer to Attachment 6). In summary, the project is within budget and a breakdown of participation is as follows:

Construction Contract (Motion#1)

Schedule A \$2,734,787.50 – 100% Reimbursed by FHWA

Schedule A Contingency \$250,000.00 – 100% Reimbursed by FHWA

Schedule B \$351,570.00 – 100% City Responsibility

Schedule B \$20,000.00 – 100% City Responsibility

TOTAL \$3,356,357.50

Construction Management and Observation (Motion#2)

Exeltech Contract \$459,969.76 – 100% Reimbursed by FHWA

City Administration \$30,375.00 – 100% Reimbursed by FHWA

TOTAL \$490,344.76

Recommendation or Conclusion

Staff recommends Council approve the suggested motions.

Concurrence

Finance, Legal, and Planning, Building, and Public Works concur.



PUBLIC WORKS CONTRACT between City of Des Moines and

Road Construction Northwest, Inc.

THIS CONTRACT is made and entered into this [Enter Day] day of [Enter Month], [Year], by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Road Construction Northwest, Inc. organized under the laws of the State of Washington, located and doing business at P.O. Box 188 Renton, Washington 98057-0188 (Contract: Peter Kenney 425-254-9999 ex 28) (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City in accordance with the following described Plans, and/or Specifications, attached hereto and incorporated herein by reference.

Saltwater State Park Bridge Seismic Retrofit

- Install new bridge seats.
- Construct bridge approach slab.
- Reconstruct bridge footings.
- Install micropiles.
- Seismic retrofit.
- Crack sealing and pavement repair.
- Site drainage.
- Waterline reconstruction.
- FRP column wrapping.
- Pigmented sealer.
- Provide temporary fencing, erosion control, and property restoration.
- Landscaping.
- And all incidental items necessary to complete the Work as described in the Plans and Specifications.

The Contractor agrees to furnish all materials, tools, labor, equipment, and other incidentals, and to perform all services and work as described in this Contract and the contract documents, which consist of this Contract and the following items, which are by this reference incorporated herein:

Standard Specifications for Road, Bridge and Municipal Construction, 2014 prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter

This is a Public Works Project which is subject to Prevailing Wage and Sales Tax rules. A current City of Des Moines Business License is required for all contractors and subcontractors that perform work under this contract. These licenses shall be in place prior to the issuance of any Notice to Proceed.

Exhibit A: Bid Documents

Exhibit B: Contract Documents

Exhibit C: Special Provisions

Appendix A: Amendments to the Standard Specifications

Appendix B: Wage Rates

Appendix C: Geotechnical Report

Appendix D: HPA

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

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

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

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

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (2014 edition);

- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) any changes in the Work in accordance with the Contract Documents.

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

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in the Plans and Specifications attached hereto or incorporated herein by reference will begin within 10 days of issuance of the Notice to Proceed for this project. The Contractor shall complete the Work described in Section I within **115 working days** based upon the start date specified in the Notice to Proceed for this project. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed **\$2,734,787.50** inclusive of any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Section I is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis. The Contractor's

Record Drawings, per the Contract Provisions, for the Work completed each week shall be attached to each monthly progress payment request submitted by the Contractor. The monthly progress payment requests submitted by the Contractor will not be considered complete without the required Record Drawings. The City will make progress payment within 30 days after receipt of the Contractor's complete progress request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.

B. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

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

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such

deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

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

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

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

VI. LIQUIDATED DAMAGES. Liquidated damages shall be calculated and assessed in accordance with WSDOT Standard Specifications Section 1-08.9. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

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

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

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

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

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

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

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

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

XI. WORKERS' COMPENSATION. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers'

Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

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

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

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

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

XIII. CLAIMS. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this Section provides. A change order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor

also waives any additional entitlement and accepts from the Engineer any written or oral order (including directions, instructions, interpretations, and determinations).

If in disagreement with anything required in a change order, another written order, or an oral order from the Engineer, including any direction, instruction, interpretation, or determination by the Engineer, the Contractor shall:

1. Immediately give a signed written notice of protest to the Project Engineer or the Project Engineer's field Inspectors before doing the Work;
2. Supplement the written protest within 14 calendar days with a written statement and supporting documents providing the following:
 - a. The date and nature of the protested order, direction, instruction, interpretation, or determination;
 - b. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the protest;
 - c. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined;
 - d. An analysis of the project schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
 - e. If the protest is continuing, the information required above shall be supplemented upon request by the Project Engineer until the protest is resolved.

Throughout any protested Work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Engineer access to these and any other records related to the protested Work as determined by the Engineer.

The Engineer will evaluate all protests provided the procedures in this Section are followed. If the Engineer determines that a protest is valid, the Engineer will adjust payment for Work or time by an equitable adjustment in accordance with WSDOT Standard Specifications Section 1-09.4. Extensions of time will be evaluated in accordance with WSDOT Standard Specifications Section 1-08.8. No adjustment will be made for an invalid protest.

If the Engineer determines that the protest is invalid, that determination and the reasons for it will be provided in writing to the Contractor. The determination will be provided within 14 calendar days after receipt of the Contractor's supplemental written statement (including any additional information requested by the Project Engineer to support a continuing protest) described in item 2 above.

If the Contractor does not accept the Engineer's determination then the Contractor shall pursue the dispute and claims procedures set forth in WSDOT Standard Specifications Section 1-09.11. In spite of any protest or dispute, the Contractor shall proceed promptly with the Work as the Engineer orders.

By failing to follow the procedures of WSDOT Standard Specifications Sections 1-04.5 and 1-09.11, the Contractor completely waives any claims for protested Work.

XIV. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 180 CALENDAR DAYS FROM THE PHYSICAL COMPLETION DATE ISSUED BY THE ENGINEER OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

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

XVI. INDEMNIFICATION.

The indemnification required for the Work is contained in Exhibit D (Special Provisions) Section 1-07.18(6).

XVII. INSURANCE.

The scope of insurance required for the Work is contained in Exhibit D (Special Provisions) Section 1-07.18.

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

XIX. BOND - SEPARATE PAYMENT AND PERFORMANCE BONDS REQUIRED. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, State Departments of Revenue, Employment Security, and Labor and Industries, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the

bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

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

XXI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be

deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

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

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

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

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

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

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

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

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

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

CONTRACTOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF DES MOINES: By: _____ (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> (Title) DATE: _____ Approved as to Form: _____ City Attorney DATE: _____ _____
--	---

NOTICES TO BE SENT TO: CONTRACTOR: Peter Kenney Road Construction Northwest, Inc. P.O. box 188 Renton, WA 98057-0188 425-254-9999 EX 28 (telephone) 425-254-1334 (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Andrew Merges, PE City of Des Moines 21650 11th Avenue South Des Moines, WA 98198 206-870-6568 (telephone) 206-870-6596 (facsimile)
--	--

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

Attachment 2

Formal Task Assignment DocumentTask Number 01

The general provisions and clauses of Agreement 2014-2015 On-Call General Civil Engineering Services shall be in full force and effect for this Task Assignment

Location of Project: Saltwater State Park, Des Moines, WA

Project Title: Saltwater State Park Bridge Seismic Retrofit – Construction Management and Observation Services

Maximum Amount Payable Per Task Assignment: \$459,969.76

Completion Date: December 31st, 2015

Description of Work:

(Note attachments and give brief description)

City of Des Moines (hereinafter "City") is the Contracting Agency for this Scope of Services. Exeltech Consulting, Inc. (hereinafter "Consultant") will work under the City's Project Manager and will provide construction management and inspection services to support the City throughout the construction of the Saltwater State Park Bridge Seismic Retrofit Project (hereinafter "Project"). Services generally include project management, documentation control, inspection, materials testing, Engineer of Record, and contract administration during the construction of the Project, as further detailed in this scope of services.

The Consultant's Construction Management Team for this scope of work will consist of Exeltech's Project Manager, Resident Engineer, Field Inspector, Office Engineer, Office QA/QC Engineer, Documentation Control Administrator, sub-consultant Mayes Testing Engineers for materials testing and sub-consultant GeoEngineers as the Geotechnical Engineer of Record.

Exhibit A-1 Scope of Work

Exhibit E-1 Fee

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit A-1

Scope of Services

City of Des Moines Construction Management & Observation Services for Saltwater State Park Bridge Rehabilitation Project

June 24, 2014

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



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INTRODUCTION

City of Des Moines (hereinafter "City") is the Contracting Agency for this Scope of Services. Exeltech Consulting, Inc. (hereinafter "Consultant") will work under the City's Project Manager and will provide construction management and inspection services to support the City throughout the construction of the Saltwater State Park Bridge Rehabilitation Project (hereinafter "Project"). Services generally include project management, documentation control, inspection, materials testing, Engineer of Record, and contract administration during the construction of the Project, as further detailed in this scope of services.

The Consultant's Construction Management Team for this scope of work will consist of Exeltech's Project Manager, Resident Engineer, Field Inspector, Office Engineer, Office QA/QC Engineer, Documentation Control Administrator, sub-consultant Mayes Testing Engineers for materials testing and sub-consultant GeoEngineers as the Geotechnical Engineer of Record.

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

The Consultant's contract period will be from the City's Notice to Proceed through final completion and acceptance of the construction Project by the City, completion and acceptance of the project documentation by WSDOT, or December 31, 2015, whichever occurs later.

PROJECT DESCRIPTION

The Saltwater State Park Bridge is located on Marine View Drive South, and carries traffic over a ravine that is approximately 100 feet deep. Saltwater State Park and McSorly Creek are situated at the bottom of the ravine. The Saltwater State Park Bridge is a 570-foot long highway bridge built in 1934. The structure has eight spans, with an overall average width of 28 feet, and a 24-foot roadway width. The superstructure consists of a cast-in-place reinforced concrete double-tee section with four-column bents.

The bridge is in need of several improvements, which include seismic retrofitting, footing repairs, and drainage improvements.

The Project will consist of seismically retrofitting the structure, foundation repairs and safety upgrades. The seismic retrofit will include repairing spalls and cracks, strengthening of existing bridge components with concrete and FRP jackets, and the installation of seismic restrainers. The foundation repairs will consist of the installation of an access roads under the structure, drainage improvements, the installation of micropiles, enlargement of bent footings, plantings, and other environmental mitigation.

ASSUMPTIONS

1. The level of services is based on a Construction Contract duration that is assumed to be 110 working days with an estimated 20 additional days due to potential changes or delays. The Consultant's Construction Management Team will begin pre-construction activities approximately four (4) weeks prior to construction and will continue to provide post-construction activities for approximately four (4) weeks after construction completion. The scope of services is therefore based on a duration of 130 working days during construction, plus 40 days for pre and post construction tasks as defined in the scope.
2. Contractor's work is anticipated to take place during daylight hours on a single shift of 8 to 10 hours per day, 5 days per week.
3. Services will be performed in accordance with the WSDOT Local Agency Guidelines (LAG) and the WSDOT Construction Manual.
4. Project construction is assumed to be continuous, without a suspension or winter shutdown.
5. The Consultant's Construction Management Team is assumed to include the following labor resources (on average) during the duration of the construction contract:
 - One QA/QC Principal Engineer, 2 hrs. per month
 - One part time Project Manager, average 5 hrs per week
 - One part time Resident Engineer, average 20 hrs per week
 - One full time (average 9 hours/day) Inspector, average 45 hrs per week
 - One part time Office Engineer, average 20 hrs per week
 - One part time Documentation Control Administrator, average 16 hrs per week
 - One part time Office QA/QC Engineer, average 10 hrs per month
 - Part time Administration
 - Materials Testing Firm as required by ROM
 - Geotech Engineer of Record

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

6. The Consultant's EOR design was based on limited (visual only) inspection of the bridge. If unforeseen conditions in the field require redesign, it will be considered supplemental services.

7. To streamline communication, all project direction from the City will be channeled through the Consultant's Resident Engineer, who will also serve as the primary point of communication with the Contractor.
8. Exeltech's Resident Engineer will report directly to, and communication flow will be directly to/from the City's Project Manager.
9. Project documentation will be maintained in the Consultant's web based documentation software, Sharefile, and filed in accordance with standard filing protocol. At the completion of the project, the original project documentation will be transferred to the City.
10. The City will have WSDOT perform all fabrication inspections of pre-fab concrete units, and catch basins.
11. Hazardous materials and or archaeological discoveries/conditions are not known to be present at the project site, but will be properly dealt with if encountered.
12. The City will lead all public involvement efforts.
13. It is recognized that the City's Contractor will provide a field office and other items, as required by the Special Provisions. A space for the Construction Management Team will be provided in the field office, with internet access, desk/chair, and power available.
14. Construction surveying will be done by the City and coordinated by the Consultant.
15. Observations/Inspections by the Construction Management Team will not in any way relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
16. A Load Rating design and check will not be needed for the rehabilitated bridge.

1 PROJECT MANAGEMENT

1.1 General Project Management

Exeltech will be the Prime Consultant for construction management of this Project. The Consultant will perform general coordination and be the main point of contact for the City on this multidiscipline consultant and construction team.

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

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

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

Consultant Resources: QA/QC Principal Engineer, Project Manager

1.2 Monthly Invoices

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

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

Consultant Resources: Project Manager, Administration

1.3 Project Award Application Support

The Consultant, at the end of the project, will assist the City with applying for project awards that are applicable for the Saltwater State Park Bridge Rehabilitation Project.

Consultant Resources: Project Manager, Administration

2 BID SUPPORT AND ENGINEER OF RECORD (EOR) ACTIVITIES

2.1 Bid Support Services

The Consultant shall provide support to the city during the project advertisement.

The Consultant shall address Contractor requests for information and interpretations of the contract documents. The Consultant shall provide Bid Item quantity checks, prepare and process updates to the Contract Provisions and Contract Plans for any Addendums. The Consultant will provide Bid analysis and a recommendation on award of the project.

Consultant Resources: Project Manager, Resident Engineer

2.2 Engineer of Record

The Consultant will provide Engineer of Record (EOR) construction support services to include:

- Review the Project Schedule for the project.
- Review the Contractor's approach to the project in their Work Plan.

- Review CRIP alternatives.
- Review shop drawings and micropile design. Anticipated shop drawings will be provided to Contractor at the pre-construction meeting.
- Review and respond to Requests for Information (RFI's) on the project and provide clarification and interpretation of contract specifications and drawings.
- Review of bridge falsework and formwork submittals.
- Review of project materials submittals, including catalog cuts, specifications, material certifications, welding procedures, and other submittals required by the contract.
- Review Contractor proposed construction materials, methods and procedures for the various components of the project.
- Review Change Orders.
- Review the Contractor's Environmental Compliance submittals, including the SPCC/Erosion Control Plan.
- Prepare as-built drawings (red marked 11" x 17" paper copies of the original signed plans).

Consultant Resources: Project Manager, Engineer of Record

3 PRE-CONSTRUCTION ACTIVITIES

3.1 Construction Team Preparation

The Consultant Construction Management Team will review the project PS&E and then participate in a kick-off/handoff meeting with the City. At this meeting we will have the Design Team present the project, and as a group, we will build a Risk Registry that will be used during construction.

The Consultant will prepare a Construction Management Plan (CMP) that will outline delivery strategy for coordinating the anticipated activities. This document will be reviewed in detail with the City at a meeting shortly after Notice to Proceed (NTP). The Construction Management team will build an Estimate Spreadsheet for Contractor's payments.

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

3.2 Pre-construction Conference

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

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

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

3.3 Pre-construction Photographs

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

Consultant Resources: Inspector

4 CONTRACT ADMINISTRATION FOR CONSTRUCTION

4.1 Project Meetings

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

Consultant Resources: Project Manager, Resident Engineer, Field Inspector

4.2 Project Communication

The Consultant will serve as the primary contact for public inquiries about the project. The Consultant will develop and regularly maintain a communications log that documents all project inquiries (by phone, e-mail, or in person) and their resolution. All calls will be recorded in a phone memorandum. The Consultant will develop responses to inquiries within 24 hours, and follow up as necessary.

The Consultant will assist the City as requested for other public/agency communications.

Consultant Resources: Project Manager, Resident Engineer, Field Inspector, Administration

4.3 Submittal Management

All Project submittals will be logged and tracked by the Consultant. The Consultant will coordinate and process the receipt, distribution, review and compilation of comments; and monitor and track the processing of RFI's, submittals, samples, shop drawings, steel reinforcing details, bar lists, mix designs, test reports, traffic control plans, change orders, payment requests, certified payrolls, and other submittals from the Contractor for compliance with the contract documents.

The Consultant will prepare a matrix that identifies key submittals that will be transmitted to the design engineer and/or the City for review and approval.

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

The Consultant will process the requests for sublet; and will review and approve the requests according to WSDOT specs.

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

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

Consultant Resources: Resident Engineer, Office Engineer, Documentation Administrator

4.4 Inspection Services

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

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

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

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

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

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

The Consultant will provide daily reports on any Force Account items on forms that meet WSDOT criteria, and document and calculate the amount to be paid for work performed on the force account.

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

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

The Consultant will provide pictorial documentation through weekly progress photos during the construction period. The construction photographs will be in

digital format and cataloged by date. Construction photographs will be posted to Sharefile on a weekly basis.

Consultant Resources: Resident Engineer, Field Inspector, Office Engineer

4.5 Claims/Change Order Administration

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

The Consultant will assist and work on behalf of the City in preparing and negotiating claims, change order costs and time extensions by evaluating the Contractor's proposal and performing a preliminary evaluation of the contents of the change or claim and obtaining factual information concerning the change or claim to evaluate merit and entitlement. The Consultant will prepare independent cost estimates based on the alleged cause of claims or proposed changes submitted by the Contractor. Upon successful change order negotiations, the Consultant will prepare the final change order for execution by the City and the Contractor. Where applicable, the Consultant will prepare alternate estimates based on varying scenarios of the change or claim cause. These estimates will be transmitted to the City and will be used in claim or change order rulings and negotiations. All delays and extra work will be monitored and tracked. The Consultant will advise the City of the acceptability of price and time extension prior to submittal to the Contractor for their signature.

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

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

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

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

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

Consultant Resources: Resident Engineer, Office Engineer

4.6 Monthly Construction Contract Schedule Review

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

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

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

Consultant Resources: Resident Engineer, Office Engineer

4.7 Review Contractor Payment Requests

The Consultant will track installed quantities, review Contractor's invoices for materials, and provide a monthly pay estimate for the City to make payment to the Contractor based on measured quantities of work performed for each bid item. As necessary, the Consultant will prepare correspondence explaining payment recommendations.

Consultant Resources: Resident Engineer, Office Engineer, Field Inspector

4.8 Document Reviews

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

The Consultant will assist the City with and will attend all Document Reviews conducted by WSDOT Local Programs for the Project, including any preliminary Document Review(s) during the construction of the Project, and a Project Management Review (PMR) after completion of the Project.

Consultant Resources: Resident Engineer, Office Engineer and Office Engineer (QA/QC), Office Administrator

4.9 Record Drawings

The Consultant will review record drawings prepared by the Contractor, and will prepare and maintain a conformed set of field record drawings based on Contractor provided information and from inspection notes. The field record drawings will be verified on a monthly basis, as part of the progress payment to the Contractor. Upon project completion, contractor provided markups will be verified for completeness and supplemented with inspection information. The Consultant will then forward the final conformed field record drawings to the EOR who will prepare the final record drawings.

Consultant Resources: Engineer of Record, Field Inspector

4.10 Materials Testing

The Consultant will coordinate and manage all materials testing required on the Project. The Consultant will document and evaluate results of testing, and address deficiencies. The Consultant will use Mayes Testing to perform necessary field and lab testing of structural concrete, and grout for micropiles. All testing will be performed by the Consultant's sub consultant Mayes Testing for those items requiring physical acceptance testing in accordance with the project plans and specifications. Testing will be done according to the Local Agency Guidelines (LAG) and the WSDOT Construction Manual (as modified by the LAG manual). Specifically, this includes Table 9-3.7 of the WSDOT CN Manual as modified by Section 52.3 Quality Control of the LAG. Testing has been based on the hours and tests included in Exhibit G-1.

Consultant Resources: Mayes Testing

4.11 Project Closeout

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

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

Consultant Resources: Resident Engineer, Office Engineer, Field Inspector, Documentation Administrator

5 POST-CONSTRUCTION ACTIVITIES

5.1 Substantial and Physical Completion

The Consultant will prepare and/or finalize all of the necessary reports and documentation for the Project, including but not limited to the final pay estimate, comparison of preliminary and final quantities, record of material samples and tests, material certifications, affidavit of wages paid, and affidavit of amount paid to DBE participants.

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

The Consultant will assist the City in resolving any outstanding Contractor claims and then prepare all necessary documentation to finalize.

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

Consultant Resources: Resident Engineer, Office Engineer, Field Inspector, Documentation Administrator

6 DELIVERABLES

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

1. Monthly Invoices and Progress Reports
2. ROM
3. Pre-construction Conference agenda and materials
4. Pre-construction Conference meeting minutes
5. Pre-construction Photographs
6. Construction Management Plan w/ Risk Registry
7. Communications Log
8. Submittal Log
9. Inspector Daily Reports w/ Construction Photographs
10. Meeting agenda's and minutes for all Project meetings
11. Change Order Log
12. RFI Log
13. Issues Log
14. Internal Quality Review Reports
15. Monthly contractor pay estimate
16. Certificate of Substantial Completion with punch list
17. Physical completion letter and recommendation of final acceptance letter
18. Post-construction Photographs
19. Construction Record Drawings
20. All project records at the completion of the contract

Exhibit E-1
City of Des Moines
Saltwater State Park Bridge Rehabilitation Project
Construction Management Services
Summary of Cost

Task	Exeltech	Olympic Structural	GeoEngineers	MTC	Total
1. PROJECT MANAGEMENT	\$18,502.33				\$18,502.33
2. BID SUPPORT AND ENGINEER OF RECORD (EOR) ACTIVITIES					
2.1 Bid Support Services	\$13,045.84	\$1,300.00			\$14,345.84
2.2 Engineer of Record	\$31,827.77	\$7,800.00	\$7,337.76		\$46,965.53
3. PRE-CONSTRUCTION ACTIVITIES					
3.1 Construction Team Preparation	\$10,923.69				\$10,923.69
3.2 Pre-Construction Conference	\$5,361.30				\$5,361.30
3.3 Pre-Construction Photographs	\$2,181.14				\$2,181.14
4. CONTRACT ADMINISTRATION FOR CONSTRUCTION	\$296,944.06		\$18,660.43	\$15,155.98	\$330,760.47
5. POST-CONSTRUCTION ACTIVITIES					
5.1 Post-Construction	\$24,286.52				\$24,286.52
TOTAL LABOR COSTS	\$403,072.65	\$9,100.00	\$25,998.19	\$15,155.98	\$453,326.82
Direct Costs	\$2,057.50		\$685.44	\$3,900.00	\$6,642.94
Escalation					
TOTAL	\$405,130.15	\$9,100.00	\$26,683.63	\$19,055.98	\$459,969.76

Exhibit E-1
City of Des Moines
Saltwater State Park Bridge Rehabilitation Project
Construction Management Services
Hours Sheet

Task	Exeltech Labor Hours													Olympic Structural Hours		GeoEngineers Hours					MTC Labor Hours				Total All Consultants
	QA/QC Principal Engineer	Project Manager	EOB - Project Eng - Civil	EOB - Design Eng - Structural	EOB - Cadd Tech	EOB - Environmental Planner	Resident Engineer	Field Inspectors	Office Engineer	QA/QC Office Engineer	Documentation Administrator	Administration	Total Exeltech Labor Hours	EOB - Structural Engineer	Total Olympic Structural Design Hours	Principal	Senior Engineer/Sci 1	Engineer 2	Administrator 3	Total GeoEngineers Labor Hours	Inspector I	Inspector II	Project Manager	Total MTC Labor Hours	
1. PROJECT MANAGEMENT		120										40	160												160
2. BID SUPPORT AND ENGINEER OF RECORD (EOR) ACTIVITIES																									
2.1 Bid Support Services		30	30	20	20		10	10	10				130	10	10										140
2.2 Engineer of Record		50	82	110	60	40							342	60	60	6	41			47					449
3. PRE-CONSTRUCTION ACTIVITIES																									
3.1 Construction Team Preparation		4					20	20	40	20			104												104
3.2 Pre-Construction Conference		8					10	10	20				48												48
3.3 Pre-Construction Photographs								20					20												20
4. CONTRACT ADMINISTRATION FOR CONSTRUCTION	10	130					520	1,170	520	50	430		2,830					178	12	190	180		12	192	3,212
5. POST-CONSTRUCTION ACTIVITIES																									
5.1 Post-Construction		20					80	40	40	20	20		220												220
Total	10	362	112	130	80	40	640	1,270	630	90	450	40	3,854	70	70	6	41	178	12	237	180	0	12	192	4,353

Exhibit E-1
Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee

Saltwater State Park Bridge Rehab

Start Date

City of Des Moines

End Date

Task Description:

Consultant Fee Determination

Exeltech Project #

Consultant: Exeltech Consulting, Inc.

Code	Classification	Man Hours		Rate		Dollars
LABOR		Hours				
	QA/QC Principal Engineer	10	x	\$76.20	=	762.00
	Project Manager	362	x	\$51.88	=	18,780.56
	EOR - Project Eng - Civil	112	x	\$37.74	=	4,226.88
	EOR -Design Eng - Structural	130	x	\$25.40	=	3,302.00
	EOR - Cadd Tech	80	x	\$27.32	=	2,185.60
	EOR - Environmental Planner	40	x	\$53.39	=	2,135.60
	Resident Engineer	640	x	\$49.27	=	31,532.80
	Field Inspectors	1,270	x	\$42.00	=	53,340.00
	Office Engineer	630	x	\$36.85	=	23,215.50
	QA/QC Office Engineer	90	x	\$35.00	=	3,150.00
	Documentation Administrator	450	x	\$26.00	=	11,700.00
	Administration	40	x	\$22.50	=	900.00
	Total Hours	3,854				
	Total DSC				=	\$155,230.94

	% Increase	% of Work		
Labor Escalation for '15	0.0	0	=	\$0.00
Escalated Total DSC			=	\$155,230.94

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC of 129.66% x \$155,230.94 = \$201,272.44

Fixed Fee (FF):

FF Rate x DSC of 30.00% x \$155,230.94 = \$46,569.28

Reimbursables

Itemized	Quantity	Units		Rate		In Scope
Postage	15	each	@	\$15.00	=	\$225.00
Mileage	1,500	each	@	\$0.56	=	\$832.50
Reproduction		each	@	\$0.25	=	\$0.00
Project Trailer Rental		Est	@	\$1,000.00	=	\$0.00
Misc.	1	Est	@	\$1,000.00	=	\$1,000.00
Reimbursables Total						\$2,057.50

Exeltech Subtotal \$405,130.16

Subconsultant Costs (See Exhibit G) \$54,839.61

Grand Total \$459,969.77

Exhibit G Subcontracted Work

The agency permits subcontracted work for the following portions of the work of this agreement

[illegible]

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet

Saltwater State Park Bridge Rehab				Start Date	
City of Des Moines					
Task Description:		Materials Testing		End Date	
Consultant Fee Determination				Exeltech Project #	
Consultant:		Mayes Testing			
Classification		Hours		Labor Rate	
				Dollars	
Inspector I		180	x	\$26.50	= \$4,770.00
Inspector II		0	x	\$15.00	= \$0.00
Project Manager		12	x	\$35.33	= \$423.96
Total Hours		192			
				Total Direct Labor Cost	= \$5,193.96
		% Increase		% of Work	
Labor Escalation for '15		0		0 = 0.00	
Escalated Total DSC				= 5,193.96	
Overhead (OH Cost -- including Salary Additives)					
OH Rate x DSC of		161.80%	x	\$5,193.96	= \$8,403.83
Fixed Fee (FF):					
FF Rate x DSC of		30.00%	x	\$5,193.96	= \$1,558.19
Reimbursables		Quantity			
Itemized		Units		Rate	
Concrete Compression Test Cylinders - Sets of 4		84	each @	\$25.00	= \$2,100.00
Grout Compressive Strength Test		72	each @	\$25.00	= \$1,800.00
					\$3,900.00
					\$19,055.98
Prepared By:				Date:	

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet

Saltwater State Park Bridge Rehab	Start Date	
City of Des Moines		
Task Description: Geotechnical Engineer of Record	End Date	
Consultant Fee Determination		Exeltech Project #
Consultant: GeoEngineers		

Classification	Hours		Labor Rate		Dollars
Principal	6	x	\$70.80	=	\$424.80
Senior Engineer/Sci 1	41	x	\$42.00	=	\$1,722.00
Engineer 2	178	x	\$29.01	=	\$5,163.78
Administrator 3	12	x	\$24.64	=	\$295.68

Total Hours	0				
		Total Direct Labor Cost	=		\$7,606.26

	% Increase		% of Work		
Labor Escalation for '15	0		0	=	0.00
Escalated Total DSC				=	7,606.26

Overhead (OH Cost -- including Salary Additives)					
OH Rate x DSC of <u>211.80%</u>	x	<u>\$7,606.26</u>	=		\$16,110.06

Fixed Fee (FF):					
FF Rate x DSC of <u>30.00%</u>	x	<u>\$7,606.26</u>	=		\$2,281.88

Reimbursables	Quantity		Units		Rate		Total
<u>Itemized</u>							
Mileage	1,224		mile	@	\$0.56	=	\$685.44
						=	\$0.00
							\$685.44

					\$26,683.64

Prepared By: _____		Date: _____	
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Exhibit G-1
Subconsultant Fee Determination - Summary Sheet

Saltwater State Park Bridge Rehab City of Des Moines Task Description: Structural Engineer Consultant Fee Determination Consultant: Olympic Structural Design	Start Date End Date Exeltech Project #
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Classification	Hours		Labor Rate		Dollars
EOR - Structural Engineer	70	x	\$130.00	=	\$9,100.00
Total Hours	70				
			Total Direct Labor Cost	=	\$9,100.00

	% Increase		% of Work		
Labor Escalation for '15	0		0	=	0.00
Escalated Total DSC				=	9,100.00

Overhead (OH Cost -- including Salary Additives)					
OH Rate x DSC of 0.00%		x	\$9,100.00	=	\$0.00

Fixed Fee (FF):					
FF Rate x DSC of 0.00%		x	\$9,100.00	=	\$0.00

Reimbursables	Quantity				
<u>Itemized</u>		Units		Rate	Total
Mileage		mile	@	\$0.56	\$0.00
					\$0.00
					\$0.00

					\$9,100.00

Prepared By: _____	Date: _____
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ITEM NO.		STD ITEM #	ITEM DESCRIPTION	UNIT	Qty	Engineer's Estimate		McClure and Sons, Inc.		Road Construction NW		IMCO Gen. Const.		Olivas Valdez		Massana Construction		Quigg Brothers		SB Structures, LLC	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Schedule A																					
1	0001		Mobilization	LS	1	10%	\$249,714.00	\$292,925.00	\$292,925.00	\$194,000.00	\$194,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$145,000.00	\$145,000.00	\$270,000.00	\$270,000.00	\$290,000.00	\$290,000.00
2	0050		Removal of Structure and Obstruction	LS	1	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00	\$12,500.00	\$12,500.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$146,000.00	\$146,000.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00
3	3091		Catch Basin Type 1	EA	2	\$2,350	\$2,700.00	\$2,500	\$5,000.00	\$1,300	\$2,600.00	\$1,700	\$3,400.00	\$6,000	\$12,000.00	\$3,400	\$6,800.00	\$1,500	\$3,000.00	\$2,000	\$4,000.00
4	3091		High Density Polyethylene (HDPE) Pipe 12 in. Diam	LF	215	\$100	\$21,500.00	\$90	\$19,350.00	\$165	\$35,475.00	\$92	\$19,780.00	\$65	\$13,975.00	\$115	\$24,725.00	\$100	\$21,500.00	\$125	\$26,875.00
5	4202		Concrete Class 4000 for Bridge	CY	210	\$1,000.00	\$210,000.00	\$950.00	\$199,500.00	\$1,300.00	\$273,000.00	\$1,460.00	\$306,600.00	\$2,200.00	\$462,000.00	\$1,400.00	\$294,000.00	\$2,000.00	\$420,000.00	\$1,490.00	\$312,900.00
6	4148		in Steel Run for Bridge	LB	162,250	\$1.00	\$162,250.00	\$1.75	\$283,937.50	\$1.75	\$283,937.50	\$1.84	\$298,540.00	\$1.80	\$292,050.00	\$1.50	\$243,375.00	\$1.60	\$259,600.00	\$1.91	\$309,897.50
7	4202		Concrete Class 4000 for Footing	CY	555	\$700.00	\$388,500.00	\$650.00	\$360,750.00	\$650.00	\$360,750.00	\$352.00	\$195,360.00	\$440.00	\$244,200.00	\$500.00	\$277,500.00	\$550.00	\$305,250.00	\$504.00	\$279,720.00
8	4157		Micropile	EA	48	\$15,000.00	\$720,000.00	\$6,500.00	\$312,000.00	\$6,225.00	\$298,800.00	\$6,541.00	\$313,968.00	\$7,000.00	\$336,000.00	\$8,000.00	\$384,000.00	\$6,500.00	\$312,000.00	\$6,050.00	\$290,400.00
9	4193		Micropile Verification Load Testing	EA	2	\$25,000.00	\$50,000.00	\$12,500.00	\$25,000.00	\$12,500.00	\$25,000.00	\$13,000.00	\$26,000.00	\$12,000.00	\$24,000.00	\$8,000.00	\$16,000.00	\$12,000.00	\$24,000.00	\$12,100.00	\$24,200.00
10	4194		Micropile Proof Load Testing	EA	4	\$5,000.00	\$20,000.00	\$3,800.00	\$15,200.00	\$3,400.00	\$13,600.00	\$3,569.00	\$14,272.00	\$3,500.00	\$14,000.00	\$4,000.00	\$16,000.00	\$3,500.00	\$14,000.00	\$3,300.00	\$13,200.00
11			Seismic Deck Steel Reinforcement Plates	LS	1	\$12,250.00	\$12,250.00	\$80,000.00	\$40,000.00	\$80,000.00	\$80,000.00	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$90,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$31,050.00	\$31,050.00
12			New Bridge Seats and Trans. Seismic Restraints	LS	1	\$100,000.00	\$100,000.00	\$55,000.00	\$55,000.00	\$48,300.00	\$48,300.00	\$52,600.00	\$52,600.00	\$90,000.00	\$90,000.00	\$134,000.00	\$134,000.00	\$180,000.00	\$180,000.00	\$170,000.00	\$170,000.00
13			Cleaning Columns	LS	1	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$18,200.00	\$18,200.00	\$24,000.00	\$24,000.00	\$35,000.00	\$35,000.00	\$22,000.00	\$22,000.00	\$25,000.00	\$25,000.00	\$31,440.00	\$31,440.00
14	4338		Expansion Joint System Compression Seal - Superdr	LF	80	\$185.00	\$14,800.00	\$185.00	\$14,800.00	\$115.00	\$13,450.00	\$250.00	\$7,500.00	\$150.00	\$4,500.00	\$115.00	\$8,450.00	\$250.00	\$7,500.00	\$115.00	\$8,450.00
15			Longitudinal Seismic Restraints	EA	10	\$7,500.00	\$75,000.00	\$14,000.00	\$140,000.00	\$5,150.00	\$51,500.00	\$3,900.00	\$39,000.00	\$6,800.00	\$68,000.00	\$13,600.00	\$136,000.00	\$9,000.00	\$90,000.00	\$7,740.00	\$77,400.00
16			FRP Jacket for Column Retrofit	SF	1,155	\$200.00	\$231,000.00	\$215.00	\$248,325.00	\$185.00	\$213,675.00	\$107.00	\$123,585.00	\$140.00	\$161,700.00	\$100.00	\$115,500.00	\$140.00	\$161,700.00	\$125.00	\$144,375.00
17			Pigmented Concrete Sealer - Columns	LS	1	\$18,000.00	\$18,000.00	\$25,000.00	\$25,000.00	\$23,000.00	\$23,000.00	\$26,160.00	\$26,160.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$33,640.00	\$33,640.00
18	4005		Structure Excavation Class A Incl. Haul	CY	2,040	\$25.00	\$51,000.00	\$27.00	\$55,080.00	\$35.25	\$71,910.00	\$34.50	\$71,180.00	\$40.00	\$81,600.00	\$30.00	\$61,200.00	\$50.00	\$102,000.00	\$50.00	\$102,000.00
19	7169		Structural Earth Wall	SF	210	\$50.00	\$10,500.00	\$35.00	\$7,350.00	\$37.00	\$11,970.00	\$75.00	\$15,750.00	\$140.00	\$29,400.00	\$70.00	\$14,700.00	\$100.00	\$21,000.00	\$75.00	\$15,750.00
20	4013		Shoring or Extra Excavation Cl. A	LS	1	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00	\$7,200.00	\$7,200.00	\$316,309.00	\$316,309.00	\$85,000.00	\$85,000.00	\$135,000.00	\$135,000.00	\$75,000.00	\$75,000.00	\$410,000.00	\$410,000.00
21			Landscaping	LS	1	\$87,000.00	\$87,000.00	\$27,000.00	\$27,000.00	\$34,000.00	\$34,000.00	\$23,235.00	\$23,235.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
22	6373		Silt Fence	LF	1,100	\$5.00	\$5,500.00	\$4.00	\$4,400.00	\$5.00	\$5,500.00	\$5.00	\$5,500.00	\$8.40	\$3,740.00	\$4.00	\$4,400.00	\$5.00	\$5,500.00	\$9.00	\$9,900.00
23	6403		ESC Lead	DAY	30	\$100.00	\$3,000.00	\$200.00	\$6,000.00	\$90.00	\$2,700.00	\$75.00	\$2,250.00	\$120.00	\$3,600.00	\$150.00	\$4,500.00	\$200.00	\$6,000.00	\$200.00	\$6,000.00
24	6471		Inlet Protection	EA	1	\$100.00	\$100.00	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$300.00	\$300.00	\$250.00	\$250.00	\$200.00	\$200.00	\$150.00	\$150.00
25	6490		Erosion/Water Pollution Control	Est	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
26			Diffuser Tee	EA	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$9,000.00	\$9,000.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00
27	6630		High Visibility Fence	LF	50	\$3.00	\$150.00	\$8.00	\$400.00	\$3.00	\$150.00	\$10.00	\$500.00	\$12.00	\$600.00	\$6.00	\$300.00	\$3.00	\$150.00	\$3.00	\$150.00
28	6470		Street Cleaning	HR	60	\$100.00	\$6,000.00	\$165.00	\$9,900.00	\$75.00	\$4,500.00	\$110.00	\$6,600.00	\$90.00	\$5,400.00	\$150.00	\$9,000.00	\$150.00	\$9,000.00	\$120.00	\$7,200.00
29			Straw Bales	EA	20	\$100.00	\$2,000.00	\$85.00	\$1,700.00	\$100.00	\$2,000.00	\$150.00	\$3,000.00	\$28.00	\$560.00	\$10.00	\$200.00	\$20.00	\$400.00	\$20.00	\$400.00
30	6971		Project Temporary Traffic Control	LS	1	\$70,000.00	\$70,000.00	\$28,000.00	\$28,000.00	\$94,000.00	\$94,000.00	\$33,300.00	\$33,300.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00
31			Single Lane Closure	LS	1	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$7,800.00	\$7,800.00	\$2,400.00	\$2,400.00	\$13,000.00	\$13,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
32	6806		Paint Line	LF	420	\$4.00	\$1,680.00	\$2.00	\$840.00	\$6.00	\$2,520.00	\$6.50	\$2,730.00	\$1.50	\$630.00	\$3.00	\$1,260.00	\$6.00	\$2,520.00	\$5.50	\$2,310.00
33	6393		Portable Changeable Message Sign	HR	680	\$11.00	\$7,480.00	\$15.00	\$10,200.00	\$9.00	\$6,120.00	\$6.00	\$4,080.00	\$30.00	\$20,400.00	\$10.00	\$6,800.00	\$7.00	\$4,760.00	\$8.00	\$5,440.00
34			Remove and Replace Guardrail	LF	35	\$50.00	\$1,750.00	\$150.00	\$5,250.00	\$150.00	\$5,250.00	\$158.00	\$5,530.00	\$115.00	\$4,025.00	\$35.00	\$1,225.00	\$160.00	\$5,600.00	\$100.00	\$3,500.00
35			Access Roads	LS	1	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00	\$21,300.00	\$21,300.00	\$115,385.00	\$115,385.00	\$22,000.00	\$22,000.00	\$158,050.00	\$158,050.00	\$70,000.00	\$70,000.00	\$125,000.00	\$125,000.00
36			Unexpected Site Changes	CALC	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
37			Asphalt Pavement Restoration	SY	100	\$150.00	\$15,000.00	\$50.00	\$5,000.00	\$60.00	\$6,000.00	\$100.00	\$10,000.00	\$50.00	\$5,000.00	\$130.00	\$13,000.00	\$100.00	\$10,000.00	\$85.00	\$8,500.00
38	7736		SPCC Plan	LS	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$1,700.00	\$1,700.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00
39	7568		Gravel Borrow for Structural Earth Wall Incl. Haul	Ton	150	\$25.00	\$3,750.00	\$35.00	\$5,250.00	\$27.00	\$4,050.00	\$33.00	\$4,950.00	\$90.00	\$9,000.00	\$75.00	\$11,250.00	\$75.00	\$9,750.00	\$50.00	\$7,500.00
40	7066		Semi-Open Conc. Masonry Slope Protection	SY	190	\$100.00	\$19,000.00	\$140.00	\$26,600.00	\$255.00	\$48,450.00	\$75.00	\$9,750.00	\$45.00	\$5,850.00	\$180.00	\$23,400.00	\$75.00	\$9,750.00	\$130.00	\$16,800.00
41			Water Relocation	LS	1	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$10,500.00	\$10,500.00								

Proposal

Saltwater State Park Bridge Seismic Retrofit

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

The undersigned Bidder hereby certifies that he/she has examined the site of all the proposed work under this Contract and that he/she has read and thoroughly understands the Plans, Specifications and other Contract Documents pertaining to this Contract, that he/she is fully aware of the construction problems and costs involved, and proposes to perform all work for the following stated prices.

The undersigned bidder hereby agrees to start construction within ten (10) days after the issue of the Notice to Proceed, and to complete the contract within 115 working days thereafter. This period shall be known as the "Contract Time" for the purposes of the project.

The project is exempt from retail sales (except franchise utility sewer, water, power, and communication relocation) and use tax per WVAC 458-20-171, commonly known as Rule 171. This rule exempts the sale of or charge made for labor and services rendered in respect to building, repairing or improving any street, place, road, highway, easement, right of way, bridge, tunnel or trestle which is owned by a municipal corporation that is used for foot or vehicle traffic. Bidders should note that only the labor and services costs are exempt from the sales tax. Tax for materials need to be included in their respective bid items.

All schedules on the Bid Proposal must be completed, or the bid shall be considered non-responsive. Basis for award shall be the lowest total Bid for all work included in the Proposal.

The City reserves the right to not award the project.

The Owner will correct obvious mathematical errors in bid proposals.

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

Show unit prices in figures. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

ADDENDUM #1

The following bid prices shall include all material, labor, tools, equipment and all taxes. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

SCHEDULE A

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
1	0001	Mobilization	1	LS	\$ 194,000. ⁰⁰	\$ 194,000. ⁰⁰
2	0050	Removal of Structure and Obstruction	1	LS	\$ 12,500. ⁰⁰	\$ 12,500. ⁰⁰
3	3091	Catch Basin Type 1	2	EA	\$ 1,300. ⁰⁰	\$ 2,600. ⁰⁰
4	3016	High Density Polyethylene (HDPE) Pipe 12 IN. Diam	215	LF	\$ 165. ⁰⁰	\$ 35,475. ⁰⁰
5	4202	Concrete Class 4000 for Bridge (column & strut jacketing)	210	CY	\$ 1,300. ⁰⁰	\$ 273,000. ⁰⁰
6	4149	St. Reinf Bar for Bridge (column, strut and footing)	162,250	LB	\$ 1.75	\$ 283,937. ⁵⁰
7	4202	Concrete Class 4000 for Footing	555	CY	\$ 650. ⁰⁰	\$ 360,750. ⁰⁰
8	4157	Micropile	48	EA	\$ 6,225. ⁰⁰	\$ 298,800. ⁰⁰
9	4193	Micropile Verification Load Testing	2	EA	\$ 12,500. ⁰⁰	\$ 25,000. ⁰⁰
10	4194	Micropile Proof Load Testing	4	EA	\$ 3,400. ⁰⁰	\$ 13,600. ⁰⁰
11		Seismic Deck Steel Reinforcement Plates	1	LS	\$ 80,000. ⁰⁰	\$ 80,000. ⁰⁰
12		New Bridge Seats and Trans. Seismic Restrainers	1	LS	\$ 48,300. ⁰⁰	\$ 48,300. ⁰⁰
13		Cleaning Columns	1	LS	\$ 18,200. ⁰⁰	\$ 18,200. ⁰⁰
14	4338	Expansion Joint System Compression Seal - Superstr	30	LF	\$ 115. ⁰⁰	\$ 3,450. ⁰⁰
15		Longitudinal Seismic Restrainers	10	EA	\$ 5,150. ⁰⁰	\$ 51,500. ⁰⁰
16		FRP Jacket for Column Retrofit	1155	SF	\$ 185. ⁰⁰	\$ 213,675. ⁰⁰

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
17		Pigmented Concrete Sealer - Columns	1	LS	\$23,000. ⁰⁰	\$ 23,000. ⁰⁰
18	4005	Structure Excavation Class A Incl. Haul	2,040	CY	\$ 35. ²⁵	\$ 71,910. ⁰⁰
19	7169	Structural Earth Wall	210	SF	\$57. ⁰⁰	\$ 11,970. ⁰⁰
20	4013	Shoring or Extra Excavation CL. A	1	LS	\$7,200. ⁰⁰	\$ 7,200. ⁰⁰
21		Landscaping	1	LS	\$34,000. ⁰⁰	\$ 34,000. ⁰⁰
22	6373	Silt Fence	1,100	LF	\$ 5. ⁰⁰	\$ 5,500. ⁰⁰
23	6403	ESC Lead	30	DAY	\$90. ⁰⁰	\$ 2,700. ⁰⁰
24	6471	Inlet Protection	1	EA	\$90. ⁰⁰	\$ 90. ⁰⁰
25	6490	Erosion/Water Pollution Control	1	Est	\$30,000. ⁰⁰	\$30,000.00
26		Diffuser Tee	1	EA	\$8,500. ⁰⁰	\$ 8,500. ⁰⁰
27	6630	High Visibility Fence	50	LF	\$ 3. ⁰⁰	\$ 150. ⁰⁰
28	6470	Street Cleaning	60	HR	\$75. ⁰⁰	\$ 4,500. ⁰⁰
29		Straw Bales	20	EA	\$100. ⁰⁰	\$ 2,000. ⁰⁰
30	6971	Project Temporary Traffic Control	1	LS	\$94,000. ⁰⁰	\$ 94,000. ⁰⁰
31		Single lane Closure	1	LS	\$7,000. ⁰⁰	\$ 7,000. ⁰⁰
32	6806	Paint Line	420	LF	\$ 6. ⁰⁰	\$ 2,520. ⁰⁰
33	6993	Portable Changeable Message Sign	680	HR	\$ 9. ⁰⁰	\$ 6,120. ⁰⁰
34		Remove and Replace Guardrail	35	LF	\$150. ⁰⁰	\$ 5,250. ⁰⁰
35		Access Roads	1	LS	\$21,300. ⁰⁰	\$ 21,300. ⁰⁰

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
36	7728	Unexpected Site Changes	1	Calc.	\$15,000. ⁰⁰	\$15,000.00
37		Asphalt Pavement Restoration	100	SY	\$60. ⁰⁰	\$ 6,000. ⁰⁰
38	7736	SPCC Plan	1	LS	\$1,500. ⁰⁰	\$ 1,500. ⁰⁰
39	7568	Gravel Borrow for Structural Earth Wall Incl. Haul	150	Ton	\$27. ⁰⁰	\$ 4,050. ⁰⁰
40	7066	Semi-Open Conc. Masonry Slope Protection	130	SY	\$255. ⁰⁰	\$ 33,150. ⁰⁰
41		Water Relocation	1	LS	\$9,000. ⁰⁰	\$ 9,000. ⁰⁰
42	7500	Field Office Building	1	LS	\$20,000. ⁰⁰	\$ 20,000. ⁰⁰
43		Pipe Anchor	1	LS	\$3,600. ⁰⁰	\$ 3,600. ⁰⁰
44		Bollard	21	EA	\$575. ⁰⁰	\$ 12,075. ⁰⁰
45		Remove and Replace Wheel Stop	9	EA	\$100. ⁰⁰	\$ 900. ⁰⁰
46		Remove and Reinstall Picnic Structures	1	LS	\$5,000. ⁰⁰	\$ 5,000. ⁰⁰
47	7038	Roadway Surveying	1	LS	\$12,500. ⁰⁰	\$ 12,500. ⁰⁰
48	7088	Coated Chain Link Fence, Green Vinyl, Type 4	50	LF	\$44. ⁰⁰	\$ 2,200. ⁰⁰
49		Temp. Chain Link Fence	580	LF	\$3. ⁰⁰	\$ 1,740. ⁰⁰
50		Trail Reconstruction	60	SY	\$16.75	\$ 1,005. ⁰⁰
51		Pedestrian Control and Access Protection plan	1	LS	\$3,000. ⁰⁰	\$ 3,000. ⁰⁰
Sub- Total Schedule A Bid Items =						\$2,383,217.50

SCHEDULE B

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
52		Mobilization	1	LS	\$ 17,500. ⁰⁰	\$ 17,500. ⁰⁰
53	5656	Bridge Approach Slab	85	SY	\$ 500. ⁰⁰	\$ 42,500. ⁰⁰
54		Concrete Repair	200	SF	\$ 550. ⁰⁰	\$ 110,000. ⁰⁰
55		Concrete Crack Repair	1,130	LF	\$ 58. ⁰⁰	\$ 65,540. ⁰⁰
56		Scupper Drain Grate	12	EA	\$ 1,950. ⁰⁰	\$ 23,400. ⁰⁰
57	3543	High Density Polyethylene (HDPE) Pipe 12 IN. Diam	65	LF	\$ 165. ⁰⁰	\$ 10,725. ⁰⁰
58	1171	Grate Inlet Type 2.	2	EA	\$ 1,075. ⁰⁰	\$ 2,150. ⁰⁰
59	6701	Cement Conc. Traffic Curb	25	LF	\$ 70. ⁰⁰	\$ 1,750. ⁰⁰
60		Remove and Replace Guardrail	35	LF	\$ 180. ⁰⁰	\$ 6,300. ⁰⁰
61		Remove and Replace Rail Elements	60	LF	\$ 100. ⁰⁰	\$ 6,000. ⁰⁰
62		Deck Drainage System	1	LS	\$ 40,000. ⁰⁰	\$ 40,000. ⁰⁰
63	7005	Structure Excavation Class B	20	CY	\$ 35. ²⁵	\$ 705. ⁰⁰
64		Field Office Computer	1	LS	\$ 25,000. ⁰⁰	\$ 25,000. ⁰⁰
Sub- Total Schedule B Bid Items =						\$ 351,570. ⁰⁰

Proposal (Continued)

Schedule A Total \$ 2,383,217.50Schedule B Total \$ 351,570.00Total Bid Price (in figures) \$ 2,734,787.50Total Bid Price (in words) TWO MILLION SEVEN HUNDRED THIRTY FOURTHOUSAND SEVEN HUNDRED EIGHTY SEVEN DOLLARS FIFTY CENTSAttached hereto is the required Bid Security in the amount of \$ 5% OF TOTAL BID AMOUNT
(), payable to the City of Des Moines which is equal
to or more than five percent (5%) of the total bid price.Signed Peter J KenneyTitle VICE PRESIDENTName of Bidder Road Construction Northwest, Inc.

Registration or license, Division of Professional Licensing:

1. License Number RCNW * CN 978662. Date 9-10-20143. Contractor's Signature Peter J Kenney4. Title VICE PRESIDENTAddress of Bidder: PO BOX 188 RENTON, WA 98057
Street City ZipTelephone Number of Bidder 425 254 9999
Office HomeEmail Contacts PETE@RCNW.COMGORDON@RCNW.COMDate of Bid 9/10/2014

Receipt is hereby acknowledged for the following Addenda:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Signature</u>
ONE	9-4-14	<i>Peter J. Kenney</i>
TWO	9-8-14	<i>Peter J. Kenney</i>

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

Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for Saltwater State Park Bridge Seismic Retrofit.

Form of a Bid Bond

BID BOND DEPOSIT

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

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

Signature: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Road Construction Northwest, Inc. _____, as Principal, and Employers Mutual Casualty Company _____, as Surety, are held and firmly bound unto the City of Des Moines, as Obligor, in the penal sum of Five Percent (5%) of Bid Amount _____ dollars (\$5% of Bid Amount _____) for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

SIGNED, SEALED AND DATED THIS 10th DAY OF September, 2014
Road Construction Northwest, Inc.

Principal
Employers Mutual Casualty Company

Christopher Kinyon
Surety Christopher Kinyon, Attorney-in-Fact

Received return of deposit in the sum of _____

Date _____

Signature: _____





P.O. Box 712 • Des Moines, IA 50306-0712

No. A88476

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

KAREN SWANSON, JENNIFER L SNYDER, PEGGY A FIRTH, JULIE R TRUITT, CHRISTOPHER KINYON, JAMIE DIEMER, LISA M ANDERSON, WYNTRENE L MACE, DIANE M HARDING, KATHY L PATTON, JEFFREY L. ZIMMERMAN, KELLIE HOGAN, SANDRA J. KULSETH, CARLEY ESPIRITU, MANDY KELTNER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2015 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

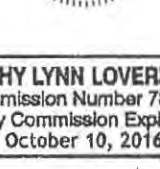
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

21st day of APRIL, 2014.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 21st day of APRIL AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on APRIL 21, 2014 on behalf of:

KAREN SWANSON, JENNIFER L SNYDER, PEGGY A FIRTH, JULIE R TRUITT, CHRISTOPHER KINYON, JAMIE DIEMER, LISA M ANDERSON, WYNTRENE L MACE, DIANE M HARDING, KATHY L PATTON, JEFFREY L. ZIMMERMAN, KELLIE HOGAN, SANDRA J. KULSETH, CARLEY ESPIRITU, MANDY KELTNER

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of September, 2014.

J D Clough
Vice President

Non-collusion Affidavit

City of Des Moines

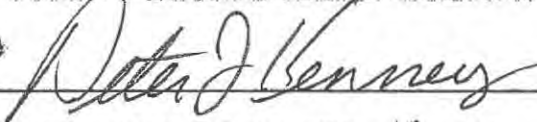
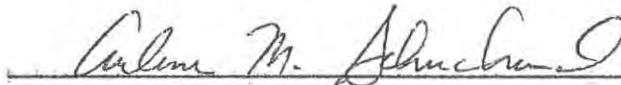
STATE OF WASHINGTON)

) ss.

County of King)

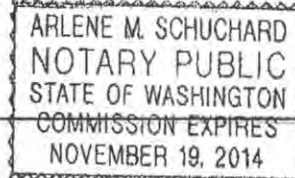
PETER J. KENNEY, being first duly sworn on his oath, says he is VICE PRESIDENT OF ROAD CONSTRUCTION NORTHWEST and that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has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

Signature


Subscribed and sworn to before me this 10 dayof SEPTEMBER 20 14


Notary Public in and for the State of Washington

Residing at

Maple Valley

My commission expires

11-19-14

Statement of Bidder's Qualifications

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

1. Name of bidder: Road Construction Northwest, Inc.
2. Business address and telephone number:
Road Construction Northwest, Inc.
PO Box 188
RENTON, WA 98057
3. How many years has said bidder been engaged in the contracting business under present firm name:
ELEVEN
4. Contracts now in hand (gross amount):
\$ 7 million
5. General character of work performed by said company:
ROAD CONSTRUCTION, UNDERGROUND UTILITIES,
GENERAL CONTRACTOR
6. List of more important projects constructed by said company, including approximate costs and dates:
SEE ATTACHED
7. List of company's major equipment:
SEE ATTACHED

8. Bank references:

BANNER BANK 425 739 1009 DAVID JENSEN

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

044 21503

10. Dept. of Revenue registration number:

602 286 010

Name of Bidder Road Construction Northwest, Inc.

By

Peter D. Kenney

Title

VICE PRESIDENT

Date

9/10/2014

Statement of Proposed Subcontractors and Material Suppliers

Subcontractors Name, Address and Telephone Number	Description of Work
REBAR INTERNATIONAL INC. 2604 MERIDIAN AVE E PO BOX 1511 KENT, WA 98035	REBAR INSTALLATION PUYALLUP, WA 98371
GARRISON CREEK LANDSCAPING INC. PO BOX 1511 KENT, WA 98035	LANDSCAPE SERVICES
NORTHWEST CASCADE INC. PO BOX 73399 PUYALLUP, WA 98373	MICRO PILES

Material Suppliers	Material (major items only)
REBAR INTERNATIONAL	REBAR
HD Supply	PIPE

City of Des Moines

Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder's Disadvantaged Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-684-9750 or Toll Free 1-866-208-1064.

Road Construction Northwest, Inc.

certifies that the Disadvantaged Business Enterprise (DBE)

(Box 1) Name of Bidder

Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Column 1 Name of DBE Certificate Number	Column 2 Project Role (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer)	Column 3 Description of Work	Column 4 Amount to be Applied Towards Goal
1. GARRISON CREEK LANDSCAPING INC. D3M0019019	SUB CONTRACTOR	LANDSCAPE SERVICES	\$29,500.00
2. REBAR INTERNATIONAL INC. D2F2606440	SUB CONTRACTOR	REBAR INSTALLATION	\$272,752.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal:

10%

DBE Total \$ 302,252.00

(Box 2)

(Box 3)

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Crediting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.

SR

DOT Form 272-060A EF
07/2011

City of Des Moines

21650 11th Avenue South
Des Moines, WA 98198

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: SALT WATER STATE PARK BRIDGE

Bidder's Business Name: Road Construction Northwest, Inc.

DBE's Business Name: GARRISON CREEK LANDSCAPING, INC.

DBE Signature: B + D

DBE's Title: PRESIDENT

Date: 9/10/2014

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: LANDSCAPE SERVICES

Amount to be Applied Towards Goal: 29,500⁰⁰

SR

DOT Form 422-031A EF
07/2011

City of Des Moines

21650 11th Avenue South
Des Moines, WA 98198

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

CITY OF DES MOINES, WA

Contract Title: SALTWATER PARK BRIDGE SEISMIC RETROFIT

Bidder's Business Name: ROAD CONSTRUCTION

DBE's Business Name: REBAR INTERNATIONAL, INC

DBE Signature: 

DBE's Title: V. P.

Date: 9/10/2014

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision: *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: REBAR INSTALLATION ON HIGHWAY, BRIDGE, AND
ELEVATED STRUCTURE

Amount to be Applied Towards Goal: \$272,752.00

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

- 1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.**
- 2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Local Agency Name

City of Des Moines

Local Agency Address

21650 11th Avenue South

Des Moines, WA 98198

Local Agency Subcontractor List*Prepared in compliance with RCW 39.30.060 as amended***To Be Submitted with the Bid Proposal**Project Name Saltwater State Park Seismic Retrofit

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name

Road Construction Northwest, Inc.

Work to be Performed

Heating, Ventilation, Air Conditioning, Plumbing

Subcontractor Name

G & G INC.

Work to be Performed

Electrical

Subcontractor Name

Work to be Performed

Subcontractor Name

Work to be Performed

Subcontractor Name

Work to be Performed

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc; are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

SR

DOT Form 271-015A EF
Revised 08/2012

September 4, 2014

ATTENTION ALL SUBMITTERS AND PLAN HOLDERS

**City of Des Moines
Planning, Building and Public Works Department
21650 11th Avenue South
Des Moines, WA 98198**

Addendum No. 1

The following changes are hereby made to the Contract Documents for the Saltwater State Park Bridge Seismic Retrofit Project:

Bid Proposal

1. The quantity for Bid Item No. 16, "FRP Jacket for Column Retrofit" has been changed to 1155.

Specifications

1. On page 66 of Exhibit D, Special Provisions, the following is inserted after line 36:

(*****)

Remove and Reset Chain Link Fence

Chain link fence may be removed as necessary to accommodate the Contractor's operations on the bridge. Removal of fence can only occur while the bridge is closed, and must be reinstalled prior to restoring access to the bridge. Care shall be taken during the removal of fence to allow for its reinstallation in the same condition as it was prior to removal, or if damaged, shall be replaced by the Contractor at no cost to the Contracting Agency.

2. On page 67 of Exhibit D, Special Provisions, lines 4-5 are deleted and replaced with the following:

The lump sum Contract price for "Removal of Structure and Obstruction" shall be full pay for removing and disposing of all items shown on the Plans and included herein, and for all removal and resetting of chain link fence.

3. On page 100 of Exhibit D, Special Provisions, lines 6-7 are deleted and replaced with the following:

FRP Jacket for Column Retrofit will be measured per square foot of the total exposed final fascia area constructed, regardless of overlap and the number of layers used to obtain the required strength.

Attachments

Exhibit A, page 8 (Proposal)


Roger Horton, PE

ADDENDUM 1 - Page 1

September 8, 2014

ATTENTION ALL SUBMITTERS AND PLAN HOLDERS

**City of Des Moines
Planning, Building and Public Works Department
21650 11th Avenue South
Des Moines, WA 98198**

Addendum No. 2

The following changes are hereby made to the Contract Documents for the Saltwater State Park Bridge Seismic Retrofit Project:

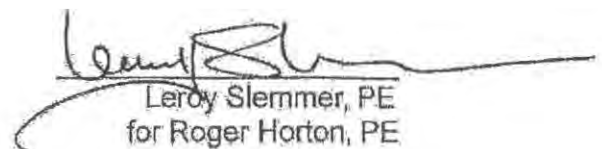
Specifications

1. On page 116 of Exhibit D, Special Provisions, the following is inserted after line 36:

For the Verification Test Loading, the Design Load (DL) = 68 kips/pile. This number was arrived at by removing the 1.75 live load factor and a phi factor 0.45.

2. On page 118 of Exhibit D, Special Provisions, the following is inserted after line 18:

For the Proof Test Loading, the Design Load (DL) = 68 kips/pile. This number was arrived at by removing the 1.75 live load factor and a phi factor 0.45.


Leroy Slemmer, PE
for Roger Horton, PE

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Repair of Potable and Non-Potable Water Systems, Kingsville Naval Air Station, TX
Owner Name/Address/Phone #:	N69450 NAVFAC SOUTHEAST, Southeast Bldg 903/ P.O. Box 30 NAS, NAS Jacksonville, Jacksonville FL
GC Name/Address:	Global Engineering & Construction LLC, 4904 Lake Washington Blvd. NE, Renton WA 98056
Notice to Proceed Date:	10/17/12
Contract Substantial Completion Date:	Ongoing
Contract Final Acceptance Date:	Ongoing
Initial Contract Value:	\$8,385,983
Final Contract Value:	Ongoing
PM Name and Phone #:	John Kudach, 425-255-3111

Job Description:

Potable Water Dist. System Repairs: Includes removal and replacement of existing water mains and appurtenances, water meter installation on existing distribution system. Demo of well/pump house 4 and one underground storage tank, site and utility work associated with these repairs. Wastewater Collection System Repairs: New water and waste lines that need to be replaced and CIPP lining support work. New Water Connection to City of Kingsville: Construction of new line, BFPs, valves and other appurtenances from the Navy property limits to the existing water dist. System. Demo of Elevated Water Tank and Water Treatment Plant and Pumping Facilities.

Job Name and Location:	Redmond Central Connector – Sammamish River Trail to Bear Creek Trail, Redmond WA
Owner Name/Address/Phone #:	City of Redmond
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	10/17/12
Contract Substantial Completion Date:	Ongoing
Contract Final Acceptance Date:	Ongoing
Initial Contract Value:	\$3,086,546
Final Contract Value:	Ongoing
PM Name and Phone #:	Mike Haley, 425-556-2843

Job Description:

Construction of approximately 1.1 miles of asphalt and decorative cement concrete trail along the old BNSF rail corridor. Rough and fine grading for drainage, slope stability, landscaping, structural earth walls, HMA paving, cement concrete curb and gutter, sidewalks, urban design elements, traffic signal, rectangular rapid flash beacon, luminaires at 3 intersections, adjust surface utilities to grade, and pavement for a 92 space parking lot.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Vista Heights – SWM Upgrade Project, Renton WA
Owner Name/Address/Phone #:	King County Housing Authority
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	01/11/13
Contract Substantial Completion Date:	Ongoing
Contract Final Acceptance Date:	Ongoing
Initial Contract Value:	\$653,900
Final Contract Value:	\$710,047
PM Name and Phone #:	Carl Frankel, 206-574-1249
Job Description:	<i>Install surface water management improvements for a 31 home community in Renton WA. Includes excavation, installation of piping and accessories, and landscape restoration.</i>

Job Name and Location:	Civil/Structural Repairs 2012 – 2013, Various Locations WA
Owner Name/Address/Phone #:	King County Wastewater Treatment Division
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	10/19/12
Contract Substantial Completion Date:	Ongoing
Contract Final Acceptance Date:	Ongoing
Initial Contract Value:	\$1,500,00
Final Contract Value:	Ongoing
PM Name and Phone #:	Pierre LaRochelle, 206-263-9458
Job Description:	<i>Various Locations for the Wastewater Treatment Division Facilities throughout King County: Demolition, fabrication and installation of metal structures such as ladders and hatches, etc., fabrication of concrete slabs, sidewalks and curbs, fabrication and installation of piping and other misc. mechanical structures, site clearing, trenching, paving, fence installation, and landscaping.</i>

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	701 South Orcas Parking Lot Pavement Replacement
Owner Name/Address/Phone #:	King County Facilities Management Division
GC Name/Address:	Road Construction Northwest, Inc., P.O Box 188, Renton WA 98057
Notice to Proceed Date:	09/27/12
Contract Substantial Completion Date:	07/22/13
Contract Final Acceptance Date:	Ongoing
Initial Contract Value:	\$417,485
Final Contract Value:	\$484,120
PM Name and Phone #:	Robert Renouard, 206-296-0976

Job Description:

Replace existing 41,000 square feet asphalt parking area pavement and storm water collection system with new pavement section and conveyance and detention system at 701 S. Orcas Street, Seattle WA.

Job Name and Location:	Parker Road East Sidewalk Improvement Project, Sumner WA
Owner Name/Address/Phone #:	City of Sumner
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	04/02/13
Contract Substantial Completion Date:	Ongoing
Contract Final Acceptance Date:	Ongoing
Initial Contract Value:	\$1,022,533
Final Contract Value:	Ongoing
PM Name and Phone #:	Ted Hill, 253-299-5703

Job Description:

Adding approximately 2,500 linear feet of curb and gutter, 990 square yards of sidewalk and associated curb ramps and driveways, and the realignment of the Elm & Parker Intersection. Major utility work includes installation of 2,200 linear feet of storm main, installation of storm vaults, replacing 200 linear feet of asbestos concrete waterline, and relocating water appurtenances.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Miscellaneous Drainage Improvements, Woodinville WA
Owner Name/Address/Phone #:	City of Woodinville
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	10/08/12
Contract Substantial Completion Date:	10/22/12
Contract Final Acceptance Date:	11/14/12
Initial Contract Value:	\$362,712
Final Contract Value:	\$350,670
PM Name and Phone #:	Dave Beck, 425-489-2700
Job Description:	
	<i>Installation of a sediment trap vault along Woodinville Redmond Road NE (SR202) including storm drain pipe and pavement restoration, the installation of filter cartridges into an existing stormwater vault at the north end of Wilmot Gateway Park.</i>

Job Name and Location:	Rose Hill Business District Sidewalks, Kirkland WA
Owner Name/Address/Phone #:	City of Kirkland
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	09/28/12
Contract Substantial Completion Date:	04/18/13
Contract Final Acceptance Date:	Ongoing
Initial Contract Value:	\$1,241,851
Final Contract Value:	\$1,198,728
PM Name and Phone #:	Rod Steitzer, 425-587-3825
Job Description:	
	<i>Reconstruction of 124th Avenue NE from NE 80th to approximately NE 85th and sidewalk improvements on 124th Ave NE north NE 85th to NE 90th. Includes roadway reconstruction, storm drainage conveyance, treatment and detention, curb gutter and sidewalks, landscape restoration, paving, minor retaining walls, traffic control, temporary erosion sediment control, surface restoration and coordination with various utilities.</i>

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Lakeview Elementary Pedestrian Improvements, Kirkland WA
Owner Name/Address/Phone #:	City of Kirkland
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	08/31/12
Contract Substantial Completion Date:	12/18/12
Contract Final Acceptance Date:	08/20/13
Initial Contract Value:	\$183,723
Final Contract Value:	\$196,050
PM Name and Phone #:	Andrea Swisstack, 425-587-3827

Job Description:

Installation of sidewalks, signage, pavement markings, curb ramps, and a pedestrian-activated rectangular rapid flashing beacon (RRFB), traffic control, temporary erosion and sediment control and other work.

Job Name and Location:	2012 Stormwater Improvements, Redmond WA
Owner Name/Address/Phone #:	City of Redmond
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	08/20/13
Contract Substantial Completion Date:	01/17/13
Contract Final Acceptance Date:	01/20/13
Initial Contract Value:	\$401,357
Final Contract Value:	\$264,923
PM Name and Phone #:	John Mork, 425-556-2713

Job Description:

Modifications to an existing stormwater pond, grading, storm drain pipe and structures replacement, new flow structure, restoration planting, energy dissipation, removing an existing storm pipe drain, restoration of sidewalks, asphalt, replacement of damaged corrugated plastic pipe stormwater tight line with a new HDPE tight line, anchoring, two new trash rack and modified access grates, stormwater system access improvements and the associated site restoration, modifications to existing flow structures.

Road Construction Northwest, Inc. Project Listing

Job Name and Location: Grandview Neighborhood Cleanup and Restoration – Everett Smelter Uplands Cleanup, Everett WA
Owner Name/Address/Phone #: WSDOE
GC Name/Address: Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date: 08/02/12
Contract Substantial Completion Date: 04/19/13
Contract Final Acceptance Date: 07/12/13
Initial Contract Value: \$2,192,877
Final Contract Value: \$2,192,877
PM Name and Phone #: Meg Bommarito, 425-649-7256

Job Description:

Approximately 10.2 acres of single and multi-family residential property that involves removal/disposal of soil contaminated with arsenic, demolition of sidewalks or other small structures, selective removal of existing landscaping features, sheds and structures to permit Work, removal/disposal of debris collected at the property, removal/disposal of large-diameter trees, import and placement of clean backfill, topsoil and sod, pouring of concrete sidewalks removed during Work, replcmnt of landscaping features such as patios and walkways, areas of gravel surfacing, and landscape decorations and other features.

Job Name and Location: School Safety Zones, Woodinville WA
Owner Name/Address/Phone #: City of Woodinville
GC Name/Address: Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date: 07/18/12
Contract Substantial Completion Date: 08/30/12
Contract Final Acceptance Date: 09/13/12
Initial Contract Value: \$341,965
Final Contract Value: \$335,625
PM Name and Phone #: Dave Beck, 425-489-2700

Job Description:

Hot mix asphalt roadway widening and overlay including planning bituminous pavement, curb ramp retrofits, drainage improvements, pavement markings and signing.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	SE Redmond Transmission Main, Redmond WA
Owner Name/Address/Phone #:	City of Redmond
GC Name/Address:	Road Construction Northwest, Inc., P.O. 188, Renton WA 98057
Notice to Proceed Date:	05/31/13
Contract Substantial Completion Date:	04/30/13
Contract Final Acceptance Date:	05/31/13
Initial Contract Value:	\$2,591,644
Final Contract Value:	\$2,884,202
PM Name and Phone #:	Dennis Brunelle, 425-556-2724

Job Description:

Construction of a 20-inch ductile iron and 28-inch HDPE potable water transmission main, including a PRV station located in the Millenium Corporate Park parking lot, jack and bore construction under three agricultural ditches and microtunnel construction under Bear Creek.

Job Name and Location:	Misc. Pipe Repair and Restoration 2011-2012 Work Order Contract, Various Locations WA
Owner Name/Address/Phone #:	King County Wastewater Treatment Division
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	04/17/12
Contract Substantial Completion Date:	Ongoing
Contract Final Acceptance Date:	Ongoing
Initial Contract Value:	\$1,500,000
Final Contract Value:	Ongoing
PM Name and Phone #:	Pierre LaRochelle

Job Description:

Exploratory excavation necessary to locate damaged portion of pipe. Repair or replacement of a variety of piping systems, including PVC, ductile iron, concrete, steel, cast iron, and copper. May be required to repair/replace large diameter pipe in excess of 48". Restore and repair disturbed mechanical and electrical assemblies. Back filling and grading as necessary to restore disturbed area to grade. Restoration of landscaping, grubbing out damaged plants and disposal, procuring and planting replacement plant materials of the same variety and size, repair of affected irrigation systems and installing ground cover bark. Repair of miscellaneous concrete or asphalt areas associated with the pipe repair, sidewalks, curbs and gutters, extruded curbs, slabs on grades and asphalt roadway, and minor piping systems modification.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	ATS Hangar 3 Parking Lot Expansion, Everett WA
Owner Name/Address/Phone #:	Snohomish County
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	10/22/11
Contract Substantial Completion Date:	01/27/12
Contract Final Acceptance Date:	02/15/12
Initial Contract Value:	\$781,554
Final Contract Value:	\$933,152
PM Name and Phone #:	Jan O'Neill, 425-388-5117

Job Description:

Construction of a new 273 stall parking lot on Snohomish County Airport property, south of the existing ATS Hangar 3 building. Work includes site grading, asphalt paving, storm drainage improvements, utility relocations (power and telephone), area lighting, landscaping, concrete sidewalks, and pavement marking. Also includes conversion of an existing, unused asphalt sport court to 29 parking stalls by removal of existing fence, addition of a short asphalt access drive lane, and restriping the existing paved surface. New 171 stall temporary gravel overflow parking lot that includes grading, placement of geotextile fabric and crushed aggregate base, storm drain improvements and landscaping.

Job Name and Location:	102nd Avenue NE Crosswalk and Safety Improvements, Bellevue WA
Owner Name/Address/Phone #:	City of Bellevue
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	01/30/12
Contract Substantial Completion Date:	07/24/12
Contract Final Acceptance Date:	07/25/12
Initial Contract Value:	\$365,984
Final Contract Value:	\$451,889
PM Name and Phone #:	Dave Cieri, 425-452-6800

Job Description:

Remove structures and obstructions including underground fuel tank, install rapid flash and in pavement road lights at existing mid-block crosswalk, modifications to existing traffic signal, construct cement concrete curb, gutter and sidewalk, asphalt grind and overlay and parking lot reconstruction, channelization and striping, storm drainage improvements, property restoration and miscellaneous work.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Foster Park Pump Station, Kent WA
Owner Name/Address/Phone #:	City of Kent
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	11/07/11
Contract Substantial Completion Date:	10/19/12
Contract Final Acceptance Date:	05/07/13
Initial Contract Value:	\$828,849
Final Contract Value:	\$728,586
PM Name and Phone #:	Paul Kuehne, 253-856-5500

Job Description:

Installation of a 120 inch diameter storm water pump station with a total dynamic head of 25 feet, diesel standby generator system, electrical/communication system, shelter structures for the pump station generator system and the electrical facility, 75 lineal feet of 24 inch diameter ductile iron pipe, 67 lineal feet of 12 inch diameter ductile iron restrained joint pipe, 84 inch diameter discharge manhole, 84 inch diameter bypass manhole, with associated storm structures and appurtenances.

Job Name and Location:	Smith Street Left Turn Lane at Lincoln Avenue
Owner Name/Address/Phone #:	City of Kent
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	11/21/11
Contract Substantial Completion Date:	05/17/13
Contract Final Acceptance Date:	08/13/12
Initial Contract Value:	\$593,880
Final Contract Value:	\$593,880
PM Name and Phone #:	Paul Kuehne, 253-856-5500

Job Description:

Road widening for the installation of a left turn pocket including asphalt overlay, new channelization, storm drainage, signing and other miscellaneous work. Included are approximately 1,370 lineal feet of curb and gutter, 1,020 square yards of cement concrete sidewalk, 30 lineal feet of 8 inch diameter storm drain, 1,120 tons of crushed rock and 1,320 tons of asphalt paving.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Front Street Improvements, Issaquah WA
Owner Name/Address/Phone #:	City of Issaquah
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	10/27/11
Contract Substantial Completion Date:	01/10/12
Contract Final Acceptance Date:	06/11/12
Initial Contract Value:	\$172,048
Final Contract Value:	\$167,875
PM Name and Phone #:	Rory Cameron, 425-837-3423

Job Description:

Repair various cement concrete curb, gutter, sidewalk, sidewalk ramps, and driveways on Front Street North and Front Street South. Also included are modifications to an existing lighting system, as well as pavement marking modifications.

Job Name and Location:	Central Avenue S. Sidewalk Replacement and Stormwater Forcemain, Kent WA
Owner Name/Address/Phone #:	City of Kent
GC Name/Address:	Road Construction Northwest, Inc., P. O. Box 188, Renton WA 98057
Notice to Proceed Date:	09/26/11
Contract Substantial Completion Date:	11/21/12
Contract Final Acceptance Date:	07/09/13
Initial Contract Value:	\$1,904,360
Final Contract Value:	\$2,394,481
PM Name and Phone #:	Paul Kuehne, 253-856-5500

Job Description:

Installation of approximately 4,500 linear feet of 18 inch diameter HDPE storm sewer system piping. Also included is the construction of 2,600 square yards of concrete driveways and sidewalks.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Sammamish Commons Parking Lot Extension, Sammamish WA
Owner Name/Address/Phone #:	City of Sammamish
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	10/05/11
Contract Substantial Completion Date:	12/09/11
Contract Final Acceptance Date:	12/07/12
Initial Contract Value:	\$233,629
Final Contract Value:	\$200,827
PM Name and Phone #:	Jim Grueber, 425-295-0500

Job Description:

Improvement of an existing parking lot through removal of the existing grasscrete pavement, placement of gravel borrow embankment, HMA pavement, extruded concrete curb, gravity block wall construction, irrigation and lawn restoration and other work.

Job Name and Location:	2011 Priority Sidewalk Projects – Ashworth Avenue N, Shoreline WA
Owner Name/Address/Phone #:	City of Shoreline
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton, WA 98057
Notice to Proceed Date:	08/24/11
Contract Substantial Completion Date:	12/28/11
Contract Final Acceptance Date:	11/26/12
Initial Contract Value:	\$378,147
Final Contract Value:	\$358,834
PM Name and Phone #:	Paul Laine, 425-501-2700

Job Description:

Construct pedestrian, traffic, and storm drainage improvements on an existing residential street using low impact development strategies. Tree protection and preservation, temporary erosion and sediment control, pervious and impervious concrete sidewalks, driveways and parking, curb ramps, bioretention and landscaping, sign, fence and mailbox relocation and property restoration.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	NE 145th Street Walkway, Woodinville WA
Owner Name/Address/Phone #:	City of Woodinville
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	08/01/11
Contract Substantial Completion Date:	11/11/11
Contract Final Acceptance Date:	11/28/11
Initial Contract Value:	\$272,790
Final Contract Value:	\$254,360
PM Name and Phone #:	Matthew Ellis, 425-489-2700

Job Description:

Construction of a cement concrete sidewalk along NE 145th Street between 138th Way NE and Woodinville Redmond Road NE, including construction surveying, planning, minor pavement widening, cement concrete curb, gutter and sidewalk, storm drainage, hot mix paving, gravity block retaining wall, pavement markings, wetland mitigation plantings and other work.

Job Name and Location:	Factoria Trail Connection, Bellevue WA
Owner Name/Address/Phone #:	City of Bellevue
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	05/31/11
Contract Substantial Completion Date:	11/05/11
Contract Final Acceptance Date:	05/24/12
Initial Contract Value:	\$1,039,947
Final Contract Value:	\$1,044,996
PM Name and Phone #:	Chris Masek, 425-452-4619

Job Description:

Clearing, grading, and tree removal, construct modular block walls, roadway excavation and grading, construct pervious asphalt trail, storm system improvements, construct cement concrete curb, gutter, and sidewalk, landscaping and irrigation system, property restoration, chain link fence installation and miscellaneous work.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Valley Estates Bank Stabilization and Culvert Replacement, Redmond WA
Owner Name/Address/Phone #:	City of Redmond
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	05/31/11
Contract Substantial Completion Date:	10/20/11
Contract Final Acceptance Date:	12/09/11
Initial Contract Value:	\$1,233,671
Final Contract Value:	\$1,350,149.60
PM Name and Phone #:	Mike Haley, 425-556-2843
Job Description:	

Installation of a high flow bypass pipe line, culvert replacement, stream restoration and other work.

Job Name and Location:	Border Patrol Station, Oroville WA
Owner Name/Address/Phone #:	Army Corp of Engineers
GC Name/Address:	JKT/PCL, J.V.
Notice to Proceed Date:	04/10/11
Contract Substantial Completion Date:	Ongoing
Contract Final Acceptance Date:	Ongoing
Initial Contract Value:	\$1,107,500
Final Contract Value:	Ongoing
PM Name and Phone #:	Noel James, 425-732-6800
Job Description:	

Concrete demolition, reinforcing, cast-in-place concrete, plumbing, electrical, lighting, earthwork, erosion control, subbase course for flexible paving, hot mix asphalt for roads, concrete sidewalks, curb and gutter, pavement markings, water distribution, sanitary sewers, storm drainage utilities, fuel storage tanks, underground electrical distribution for the Border Patrol Station.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Kelsey Creek Culvert at NE 8th St. Fish Passage Improvements, Bellevue WA
Owner Name/Address/Phone #:	City of Bellevue
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	06/06/11
Contract Substantial Completion Date:	10/11/11
Contract Final Acceptance Date:	08/28/12
Initial Contract Value:	\$177,460
Final Contract Value:	\$197,024
PM Name and Phone #:	Tom Zwaller, 425-452-6977
Job Description:	

Improve fish passage using baffles, modified culvert slope, and weir repairs.

Job Name and Location:	NE 85th St. at 114th Ave NE Intersection Improvements, Kirkland WA
Owner Name/Address/Phone #:	City of Kirkland
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	08/29/13
Contract Substantial Completion Date:	12/15/11
Contract Final Acceptance Date:	01/27/12
Initial Contract Value:	\$557,372
Final Contract Value:	\$573,968
PM Name and Phone #:	Don Anderson, 425-587-3826
Job Description:	

Signal modifications, illumination system modifications, sidewalks and curbs, storm drainage improvements, paving with hot mix asphalt, erosion and sedimentation control, landscaping and irrigation, and temporary traffic control for the construction of the NE 85th St. at 114th Ave NE Intersection.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	First Street Stormwater Separation Project WW 03-2010, Port Angeles WA
Owner Name/Address/Phone #:	City of Port Angeles
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	02/22/11
Contract Substantial Completion Date:	06/24/11
Contract Final Acceptance Date:	03/15/13
Initial Contract Value:	\$1,172,909
Final Contract Value:	\$1,220,342
PM Name and Phone #:	Michael Szatlocky, 360-417-4800

Job Description:

Construct approximately 1,800 feet of 18" diameter PVC storm drain, reconstruct existing storm drain inlets to current standards and connect them to the new storm drain, connect existing storm drain inlets that meet current design standards to the new storm drain, construct additional storm drain inlets and connect them to new storm drain, construct new stormwater treatment facility, remove and replace road section on south side of First St. from Marine Drive and Laurel Streets.

Job Name and Location:	Spokane Lane Road Improvements, Seattle WA
Owner Name/Address/Phone #:	University of Washington
GC Name/Address:	Centennial Contractors Enterprises, Inc.
Notice to Proceed Date:	01/07/11
Contract Substantial Completion Date:	06/03/11
Contract Final Acceptance Date:	07/20/11
Initial Contract Value:	\$158,479
Final Contract Value:	\$181,314
PM Name and Phone #:	Jay Glass, 253-606-4290

Job Description:

Erosion control, construction fencing, traffic control, clear & grub and tree removal, pavement sawcutting, demo & removals of existing pavement, retaining wall, curbs, stairs, removal and palletize brick pavers, excavation and fine grading, storm drainage pipe and structures, crushed surfacing top course, form & pour vertical curb, retaining wall & cheek wall, new stairs, concrete pavement. 3" asphalt paving, fine grade landscape & planter areas, reset Savery Hall building sign on new footing, furnish and install new gardenside 6 ft parkside bench.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Code Enforcement Abatement Work Order Contract, Various Locations WA
Owner Name/Address/Phone #:	King County Dept. of Development and Environmental Services
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	01/11/11
Contract Substantial Completion Date:	Ongoing
Contract Final Acceptance Date:	Ongoing
Initial Contract Value:	\$300,000
Final Contract Value:	Ongoing
PM Name and Phone #:	Elizabeth Deraitus, 206-296-7090

Job Description:

Perform separate Work Orders in accordance with the Contract: Emergency Abatement Services and Code abatement services, temporary utilities, controls, facilities, construction aids, close structures and properties to entry, locate, de-energize or abandon existing utilities, stormwater, erosion, sedimentation control, air, dust, and noise pollution control, nuisance abatement, decontamination and cleaning.

Job Name and Location:	James Street at UPRR Non-Motorized Improvements, Kent WA
Owner Name/Address/Phone #:	City of Kent
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	1/24/11
Contract Substantial Completion Date:	04/15/11
Contract Final Acceptance Date:	08/02/11
Initial Contract Value:	\$196,017
Final Contract Value:	\$200,119
PM Name and Phone #:	Dave Devine, 253-856-5500

Job Description:

The project consists of 335 square yards of sidewalks, 375 linear feet of curb and gutter, and 250 tons of HMA on W. James Street. Also included is a concrete retaining wall with handrail, illumination, channelization and signing.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Lift Station No. 5 Access Improvement Project, Mukilteo WA
Owner Name/Address/Phone #:	Mukilteo Water & Wastewater District
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	12/03/10
Contract Substantial Completion Date:	04/13/11
Contract Final Acceptance Date:	05/20/11
Initial Contract Value:	\$206,842.50
Final Contract Value:	\$226,492.54
PM Name and Phone #:	Kevin Brown

Job Description:

Install a new 12 foot wide access road, asphalt pavement restoration, storm drainage improvements, new covers for existing wet well and valve vault, new meter vault, sanitary sewer force main modifications, gravel surfacing, cement concrete curbs, pervious pavers and surface restoration, new sanitary sewer pipe, precast concrete manholes and surface restoration.

Job Name and Location:	2010 Sewer Renewal and Replacement, Marysville WA
Owner Name/Address/Phone #:	City of Marysville
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	10/28/10
Contract Substantial Completion Date:	12/10/10
Contract Final Acceptance Date:	12/22/10
Initial Contract Value:	\$132,599
Final Contract Value:	\$119,176
PM Name and Phone #:	Jeff Laycock, 360-363-8100

Job Description:

Replacement of 6 – 8 inch sewer pipe with 8-inch PVC sewer pipe, reconnection of side sewers, trench patch, pavement grinding, paving and cement concrete driveway restoration, and stormwater improvements.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	SWD Facilities – Environmental Systems Construction Work Order Contract, Various Locations WA
Owner Name/Address/Phone #:	King County Solid Waste Division
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	10/07/10
Contract Substantial Completion Date:	06/08/12
Contract Final Acceptance Date:	06/08/12
Initial Contract Value:	\$500,000
Final Contract Value:	\$388,052
PM Name and Phone #:	Craig Hislop, 206-296-8468

Job Description:

Separate Work Orders for the King County Solid Waste Division Facilities that may include flare station LFG piping, LFG Extraction (vertical) wells, Dual Phase Extraction Wells, LFG Collection Wells, LFG Collection and Transmission Pipes, LFG Monitoring Probes, Flare painting and refractory, Leachate Aeration Lagoons, Contaminated Stormwater Lagoons, WW Pump Stations, Leachate and WW Collection and Transmission Pipes, CCTV inspection of Pipelines, Electrical Resistivity, Nondestructive and Hydrostatic testing for geomembrane liners and/or pipelines, conveyance, transmission and Storage Pipes, Retention/Detention ponds, Flow Gauging System, Erosion and Sediment Control Systems, Groundwater Extraction Wells, Groundwater Monitoring Wells, Landfill Liner & Landfill Cover Systems, Pipe Penetration boot welding & repair, earth hauling, grading and compacting, soil screening and fences.

Job Name and Location:	Re-Bid of Misc. Pipe Repair and Restoration 2010-2011 Work Order Contract, Various Locations WA
Owner Name/Address/Phone #:	King County Wastewater Treatment Division
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	08/18/10
Contract Substantial Completion Date:	5/21/12
Contract Final Acceptance Date:	05/21/12
Initial Contract Value:	\$500,000
Final Contract Value:	\$509,877
PM Name and Phone #:	Pierre LaRochelle, 206-648-1822

Job Description:

Exploratory excavation necessary to locate damaged portion of pipe. Repair or replacement of a variety of piping systems, including but not limited to PVC, ductile iron, concrete, steel, cast iron, and copper. May be required to repair/replace large diameter pipe in excess of 48". Restore and repair disturbed mechanical and electrical assemblies. Back filling and grading as necessary to restore disturbed area to grade. Restoration of landscaping, grubbing out damaged plants and disposal, procuring and planting replacement plant materials of the same variety and size, repair of affected irrigation systems, and installing ground cover bark. Repair of misc. concrete or asphalt areas associated with the pipe repair including

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Demolition Work Order for King County Parks Structures, Various Locations WA
Owner Name/Address/Phone #:	King County Facilities Management Division
GC Name/Address:	Road Construction Northwest, Inc., P.O Box 188, Renton WA 98057
Notice to Proceed Date:	03/16/11
Contract Substantial Completion Date:	05/11/12
Contract Final Acceptance Date:	05/11/12
Initial Contract Value:	\$500,000
Final Contract Value:	\$214,276
PM Name and Phone #:	Larry Kimble, 206-391-2624
Job Description:	<i>Structure demolition, removal of road and driveway surfaces, hauling debris, soil and/or rock placement and salvage stockpiling, backfilling of site with planting soil.</i>

Job Name and Location:	Ravenna Creek Stream Transfer Pipe Extension, Seattle, WA
Owner Name/Address/Phone #:	King County Wastewater Treatment Division
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	07/21/10
Contract Substantial Completion Date:	12/06/10
Contract Final Acceptance Date:	02/11/11
Initial Contract Value:	\$884,000
Final Contract Value:	\$884,000
PM Name and Phone #:	Glen Hiraki, 206-684-2442
Job Description:	<i>Extension of an existing 18" diameter stream flow pipe by constructing and connecting to a new 12" diameter pipe inside an existing box culvert system.</i>

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Lower Coal Creek Off-Line Pond, Bellevue WA
Owner Name/Address/Phone #:	City of Bellevue
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	06/2/10
Contract Substantial Completion Date:	12/07/10
Contract Final Acceptance Date:	12/14/10
Initial Contract Value:	\$853,085
Final Contract Value:	\$790,387
PM Name and Phone #:	Scott Taylor, 425-452-4108

Job Description:

Construction of a side channel weir and spillway, an outlet structure, sheet pile cut off wall, log jams, log v-weirs and miscellaneous log structures, access roads, planting and mitigation. Work also includes demolition of an existing residential dwelling and related utilities.

Job Name and Location:	West Lake Sammamish Parkway, Old Redmond Road Traffic Signal, Redmond WA
Owner Name/Address/Phone #:	City of Redmond
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	06/08/10
Contract Substantial Completion Date:	03/30/11
Contract Final Acceptance Date:	04/06/11
Initial Contract Value:	\$446,298
Final Contract Value:	\$520,058
PM Name and Phone #:	Dennis Brunelle, 425-556-2724

Job Description:

Installation of new signal equipment including traffic signal controller cabinet, service cabinet, traffic signal poles, power cables, inductance loops, conduit, junctions boxes, trenching in concrete sidewalks, trenching and restoration in landscape areas, trenching and restoration in roadways, installing new sidewalk, concrete curbs, curb ramps and pavement.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Gravelly Lake Drive Overlay Phase 2 – 100 th St. to Bridgeport Way SW, Lakewood WA
Owner Name/Address/Phone #:	City of Lakewood
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	05/25/10
Contract Substantial Completion Date:	07/19/10
Contract Final Acceptance Date:	10/01/10
Initial Contract Value:	\$378,536
Final Contract Value:	\$402,610
PM Name and Phone #:	Desiree Winkler, 253-983-7795
Job Description:	<i>Construction of 2" pavement grinding and HMA overlay, sidewalk, driveway, and curb ramp modifications, channelization, storm drainage structure frame, lids and grates.</i>

Job Name and Location:	Downtown Crosswalk Project, Bellevue WA
Owner Name/Address/Phone #:	City of Bellevue
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	03/25/10
Contract Substantial Completion Date:	08/11/10
Contract Final Acceptance Date:	01/11/11
Initial Contract Value:	\$461,355
Final Contract Value:	\$451,889
PM Name and Phone #:	Maher Welaye, 425-452-4879
Job Description:	<i>Remove structures and obstructions, construct new traffic signal, construct two new mid-block crosswalks, modifications to existing traffic signals and signal communication systems upgrades. Construct cement concrete curb, gutter, sidewalk, asphalt grind and overlay, cement concrete paving, channelization, striping, landscaping and irrigation system modifications, storm drainage improvements, property restoration.</i>

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	SE Issaquah – Fall City Road Pedestrian Improvements, Fall City WA
Owner Name/Address/Phone #:	King County Department of Transportation
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	02/11/10
Contract Substantial Completion Date:	05/07/10
Contract Final Acceptance Date:	11/03/10
Initial Contract Value:	\$397,366
Final Contract Value:	\$415,576
PM Name and Phone #:	Wes Chin, 206-423-1061
Job Description:	<i>Removal of existing vegetation, soil, asphalt, construction of new cement concrete curb, gutter, sidewalk, drainage system, pedestrian handrail and steel reinforced cement concrete foundation, landscaping.</i>

Job Name and Location:	2 nd Avenue Pedestrian Improvements (W. Gowe to W. Saar St.), Kent WA
Owner Name/Address/Phone #:	City of Kent
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	12/09/09
Contract Substantial Completion Date:	03/11/10
Contract Final Acceptance Date:	11/03/10
Initial Contract Value:	\$279,156
Final Contract Value:	\$322,473
PM Name and Phone #:	Dave Devine, 253-856-5500
Job Description:	<i>Construction of approximately 1,230 linear feet of sidewalk on 2nd Avenue N. between W. Gowe Street and W. Saar Street. Also included is illumination, street trees, and tree lighting.</i>

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	NE 8 th Street/Lake Washington Blvd to 96 th Avenue NE, Bellevue WA
Owner Name/Address/Phone #:	City of Bellevue
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	12/19/08
Contract Substantial Completion Date:	07/09/09
Contract Final Acceptance Date:	08/05/09
Initial Contract Value:	\$1,825,862
Final Contract Value:	\$1,787,235
PM Name and Phone #:	Bill Cross, 425-452-5365
Job Description:	<i>Addition of a westbound lane on NE 8th Street (between 108th Avenue to 106th Avenue NE) becoming a right-turn lane at 106th Ave NE. Street frontage improvements on the north side of NE 8th Street, including sidewalks, street lights, drainage, curb, gutter, walls, paving, grading and driveway access, as well as traffic signal modifications and channelization.</i>

Job Name and Location:	Smith Hall Sewer Line, Seattle WA
Owner Name/Address/Phone #:	University of Washington
GC Name/Address:	Burton Construction
Notice to Proceed Date:	05/20/09
Contract Substantial Completion Date:	12/31/09
Contract Final Acceptance Date:	06/12/10
Initial Contract Value:	\$58,500
Final Contract Value:	\$58,500
PM Name and Phone #:	Scott Johnson, 206-547-1116
Job Description:	<i>Excavate and install approximately 75 LF of 10 Inch PVC Sewer Pipe (21 FT deep), install 10 inch PVC (15 FT deep) inside manhole drop, core drill and connect to two existing manholes, asphalt trench patching, site restoration and clean up.</i>

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Clark Road Culvert Replacement, Seattle WA
Owner Name/Address/Phone #:	University of Washington
GC Name/Address:	Burton Construction, Inc., 947 NE Boat St., Seattle WA 98105
Notice to Proceed Date:	06/26/09
Contract Substantial Completion Date:	07/06/11
Contract Final Acceptance Date:	07/31/11
Initial Contract Value:	\$412,000
Final Contract Value:	\$477,824
PM Name and Phone #:	Philip Smart, 206-391-2458
Job Description:	
<i>Replacement of existing 42" culvert with a 14' wide arch culvert in an environmentally sensitive area, dewatering, Stormwater bypass, and water treatment of University Slough.</i>	

Job Name and Location:	Porter-McHugh Intersection Improvements, Enumclaw WA
Owner Name/Address/Phone #:	City of Enumclaw
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	05/04/09
Contract Substantial Completion Date:	01/31/10
Contract Final Acceptance Date:	09/01/10
Initial Contract Value:	\$234,157
Final Contract Value:	\$218,266
PM Name and Phone #:	Rand Black, 360-825-3593
Job Description:	
<i>The scope of improvements will add left-turn lanes to Porter Street (SR169). This will include widening of the roadway, minor widening of McHugh Avenue, adding curb and gutter, sidewalks, curb ramps, minor storm drainage additions, paving, channelization, and other minor items of work.</i>	

Road Construction Northwest, Inc. Project Listing

Job Name and Location: ABS Structural Excavation & Backfill, Los Alamos NM
Owner Name/Address/Phone #: County of Los Alamos
GC Name/Address: Hensel Phelps Construction New Mexico LLC
Notice to Proceed Date: 12/09/08
Contract Substantial Completion Date: 08/26/09
Contract Final Acceptance Date: 02/02/10
Initial Contract Value: \$250,000
Final Contract Value: \$250,793
PM Name and Phone #: Gary Johnson, 505-661-0465
Job Description:
Excavate and backfill for building footings, elevator/lift pits, & foundations at Buildings B, C, D, E, F, H, and Fuel Island.

Job Name and Location: 130th Place SE (South of SE Newport Way) Sidewalk, Bellevue WA
Owner Name/Address/Phone #: City of Bellevue
GC Name/Address: Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date: 12/08/08
Contract Substantial Completion Date: 06/10/09
Contract Final Acceptance Date: 08/31/09
Initial Contract Value: \$147,134
Final Contract Value: \$142,853.67
PM Name and Phone #: Dave Rendle
Job Description:
Remove structures and obstructions, construct rock wall, construct cement concrete curb and gutter, construct cement concrete sidewalk, construct cement concrete driveway approach and asphalt driveways, storm drainage improvements, property restoration and misc. work.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Overlake Transit Center Wall Repair, Redmond WA
Owner Name/Address/Phone #:	City of Redmond
GC Name/Address:	Road Construction Northwest, Inc., Renton WA 98057
Notice to Proceed Date:	10/15/08
Contract Substantial Completion Date:	01/31/09
Contract Final Acceptance Date:	03/04/09
Initial Contract Value:	\$26,160
Final Contract Value:	\$26,160
PM Name and Phone #:	Steve Gibbs, 425-556-2729

Job Description:

Construction of the Overlake Transit Center Wall Repair, including trench, compaction and backfill, conduit and vault excavation, placement and compaction and backfill of import materials and other work as required to complete the project.

Job Name and Location:	Observatory Utility Run/Telecom Handhole, Seattle WA
Owner Name/Address/Phone #:	University of Washington
GC Name/Address:	Burton Construction, Inc.
Notice to Proceed Date:	09/15/08
Contract Substantial Completion Date:	04/30/09
Contract Final Acceptance Date:	07/20/09
Initial Contract Value:	\$30,738
Final Contract Value:	\$41,700
PM Name and Phone #:	Scott Johnson, 206-547-1116

Job Description:

Sawcut and remove asphalt pavement, approximately 80 LF of trench excavation, pipe bedding, install two runs of 4" PVC Schedule 40 Conduit and Granular imported backfill, site restoration, and asphalt paving.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	East and West Civil/Structural Work Order 2008
Owner Name/Address/Phone #:	King County
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	08/18/08
Contract Substantial Completion Date:	09/30/11
Contract Final Acceptance Date:	12/16/11
Initial Contract Value:	\$500,000
Final Contract Value:	\$834,875.92
PM Name and Phone #:	Pierre LaRochelle, 206-648-1822

Job Description:

Furnishing all labor, tools, equipment, materials, incidentals, superintendents, subcontractor coordination and overhead to perform civil/structural repairs, replacements, minor modifications and safety improvements in the Wastewater Treatment Division, East and West Sections in a series of Work Order packages.

Job Name and Location:	NW Mall Street Improvement Project LID #23, Issaquah WA
Owner Name/Address/Phone #:	City of Issaquah
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	07/21/08
Contract Substantial Completion Date:	09/25/09
Contract Final Acceptance Date:	04/12/10
Initial Contract Value:	\$699,502
Final Contract Value:	\$746,262
PM Name and Phone #:	Rory Cameron, 425-837-3423

Job Description:

Reconstruction of approximately 1,200 linear feet of roadway. The completed project will include two vehicle lanes, parallel parking on both sides, cement concrete sidewalks on both sides of the street, storm drainage improvements, minor landscaping, irrigation, and street illumination.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Fialkow Pavilion Air Intake - Sitework
Owner Name/Address/Phone #:	University of Washington
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	07/14/08
Contract Substantial Completion Date:	05/31/09
Contract Final Acceptance Date:	07/20/09
Initial Contract Value:	\$109,009
Final Contract Value:	\$110,106
PM Name and Phone #:	Olivia Yang, 206-221-4396
Job Description:	<i>Extending the concrete plaza paving to eliminate the existing drop off lane, saw cutting, asphalt removal, new curb and gutter, the addition of bollards, benches, clearing and grubbing of existing landscape and associated landscape renovations.</i>

Job Name and Location:	Airport Basin Site, Los Alamos NM
Owner Name/Address/Phone #:	County of Los Alamos
GC Name/Address:	Hensel Phelps Construction New Mexico LLC
Notice to Proceed Date:	07/30/08
Contract Substantial Completion Date:	09/25/10
Contract Final Acceptance Date:	05/10/11
Initial Contract Value:	\$4,627,384
Final Contract Value:	\$5,637,322
PM Name and Phone #:	Gary Johnson, 505-661-0465
Job Description:	<i>Earthwork, Grading, Building Pad Preparation and Site Utilities at the Airport Basin Site for the County of Los Alamos.</i>

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Transit Facilities Repair Work Orders, Various Locations WA
Owner Name/Address/Phone #:	King County
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	05/29/08
Contract Substantial Completion Date:	03/31/10
Contract Final Acceptance Date:	06/16/10
Initial Contract Value:	\$500,000
Final Contract Value:	\$414,202
PM Name and Phone #:	John Whitney, 206-263-6165

Job Description:

Series of individual work orders that includes small repairs and modifications on transit facilities. Repair and modification work includes plumbing repairs, including pipe replacement or new installation, minor electrical repairs, equipment services, fencing, sheet rock, various types of carpentry, underground utilities, concrete repairs and replacement, and side sewer repairs.

Job Name and Location:	Marymoor Connector Trail, Redmond WA
Owner Name/Address/Phone #:	King County
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	05/15/08
Contract Substantial Completion Date:	06/23/10
Contract Final Acceptance Date:	06/25/10
Initial Contract Value:	\$1,884,000
Final Contract Value:	\$2,163,949
PM Name and Phone #:	K.K. Soi, 206-296-4250

Job Description:

Provide a regional trail link between the Sammamish River Trail and East Lake Sammamish Trail. (Approximately 1.4 miles long, 12' wide with 5' and 2' gravel shoulders) Approximately 1,600 square feet of segmental block wall will be installed, as well as landscaping and buffer mitigation planting northeast of the trail alignment within Marymoor Park.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	Lake Jeane/Lake Lorene Outlet Control Improvements, Federal Way WA
Owner Name/Address/Phone #:	City of Federal Way
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	05/07/08
Contract Substantial Completion Date:	03/15/09
Contract Final Acceptance Date:	07/20/09
Initial Contract Value:	\$547,687
Final Contract Value:	\$515,383
PM Name and Phone #:	Fei Tang, 253-835-2751

Job Description:

Improvements to Lake Jeane outlet control system and Lake Lorene outlet control system. Improvements to Lake Jeane outlet control system consist of replacement of the existing Lake Jeane outlet control with a new outlet control system, including installation of a new lake outlet control structure and a new manhole, rebuilding an existing manhole, and installation of apprx. 200 linear feet of storm drain pipe. Improvements to Lake Lorene outlet control system consist of adding an overflow outlet system for Lake Lorene, including installation of one new outlet and two new manhole, and installation of approximately 440 linear feet of storm drain pipe. Also includes removal/abandonment of existing outlet system at Lake Jeane, temporary erosion/sedimentation control, temporary lake bypassing during construction, and site restoration.

Job Name and Location:	UW Utility Tunnel System/Vault Repairs, Seattle WA
Owner Name/Address/Phone #:	University of Washington
GC Name/Address:	Centennial Contractors Enterprises, Inc.
Notice to Proceed Date:	04/28/08
Contract Substantial Completion Date:	06/30/08
Contract Final Acceptance Date:	07/20/09
Initial Contract Value:	\$68,450
Final Contract Value:	\$70,009
PM Name and Phone #:	Chuck Bathurst, 253-926-0870

Job Description:

Wall infills at three locations; furnish, set, maintain and return temporary 6 ft chain link construction fencing around tunnel access hatches.

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	LID 353: S. 228th Street Improvements 72nd Avenue S. Left Turn Lane, Kent WA
Owner Name/Address/Phone #:	City of Kent
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	04/01/08
Contract Substantial Completion Date:	03/23/09
Contract Final Acceptance Date:	03/25/09
Initial Contract Value:	\$493,155
Final Contract Value:	\$435,517
PM Name and Phone #:	Jason Barry, 253-856-5546
Job Description:	
<i>Construct approximately 1,100 linear feet of sidewalk along S. 228th Street from 110 feet east of the intersection with West Valley Highway to 365 feet east of 72nd Avenue S., and a left-turn lane at 72nd Ave S. Also included is the installation of a new illumination system and storm drainage improvements on S. 228th Street.</i>	

Job Name and Location:	Saunders Short Plat – Sanitary Sewer Extension
Owner Name/Address/Phone #:	Jesse Saunders
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	03/07/08
Contract Substantial Completion Date:	04/30/08
Contract Final Acceptance Date:	07/20/09
Initial Contract Value:	\$64,733
Final Contract Value:	\$79,228.00
PM Name and Phone #:	Jesse Saunders
Job Description:	
<i>Sawcut Existing Asphalt Pavement, 8-inch PVC Sanitary Sewer, Side Sewers & Manhole, trench backfill, Asphalt Trench Patching.</i>	

Road Construction Northwest, Inc. Project Listing

Job Name and Location:	East Lake Sammamish Parkway/NE 65th St. Intersection Improvements, Redmond WA
Owner Name/Address/Phone #:	City of Redmond
GC Name/Address:	Road Construction Northwest, Inc., P.O. Box 188, Renton WA 98057
Notice to Proceed Date:	03/08
Contract Substantial Completion Date:	08/08
Contract Final Acceptance Date:	08/08
Initial Contract Value:	\$1,499,294
Final Contract Value:	\$1,337,823
PM Name and Phone #:	Steve Gibbs, 425-556-2729
Job Description:	<i>Road widening and significant intersection improvements including demolition of buildings, removal of underground storage tanks and undergrounding of existing utilities.</i>

Major Equipment List - All Equipment is Owned

Backhoes

12-827	1997 Case 580L
12-830	1998 Case 580L
12-831	1997 Case 580L
12-832	1997 Case 580 Super L
12-834	1998 Case 580L, 4WD
12-835	2007 Cat 420E Backhoe Loader

Dozers

22-873	2007 JD 700J Dozer w/ 3 Tooth Ripper
22-874	2006 JD850 JWL (6-Way Blade, 3-tooth ripper)
22-875	2003 JD550H-LGP (6-Way Blade, 3-tooth ripper)
22-876	2006 Komatsu D39PX 6 Way Blade
22-877	2007 JD650 6 Way Blade, Ripper

Excavators

24-821	2011 JD 50D ZTS w/Thumb, Blade
24-822	2011 JD 50D ZTS w/Thumb, Blade
24-823	2007 CAT 303CCR w/Thumb
24-865	1996 CAT 307
24-872	2004 CAT 320C w/Hyd Quick Coupler
24-873	2003 CAT 312C w/Hyd QC/Thumb & Plumb HP
24-874	2007 JD50D ROPS w/Thumb, 24" bucket
24-875	2007 CAT 304CCR w/Thumb
24-876	2005 Hitachi ZX-270-LC w/Thumb, QD, Aux Plumb
24-877	2007 Cat 225C w/Thumb, QC
24-878	2007 Cat 315CL
24-881	2006 JD 350D-LC w/Thumb, QC, Plumb 54"
24-882	2008 JD50 w/ Hyd Thumb 18, 24, 36" Bckt
24-883	2006 Hitachi ZX 160 w/Thumb
24-884	2007 JD 135C w/Thumb
24-885	2011 Komatsu PC 200 w/Thumb
24-886	2011 Komatsu PC 160 w/Thumb
24-887	2008 JD 135C w/thumb

Graders

29-672	2007 JD 672D w/Starfire
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Loaders

36-706	1997 Melroe Bobcat 763H, C-Series
36-717	2007 John Deere 624J w/Hyd Quick Coupler
36-719	2008 John Deere 544J w/QC
36-720	2008 CAT 242B
36-721	2008 JD 544J w/QC
36-722	2008 JD 544J w/QC

Off Road Trucks

41-126	2006 John Deere 250D Off Road Truck
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Rollers

45-903	2006 DynaPac CA362D
45-904	2006 DynaPac CA362D
45-905	2005 Bomag BW 900
45-906	2005 Bomag CC121
45-907	2006 Hamm 66"

Service Trucks

48-53	2008 Ford F550 Chassis 2WD
48-99	2006 Ford F550
48-52	2000 PETERBILT 330 SERVICE TRUCK

Andrew Merges

From: Dick Egolf [degolf@xltech.com]
Sent: Monday, September 15, 2014 11:27 AM
To: Andrew Merges; Roger Horton
Cc: Leroy Slemmer
Subject: Bid verification data
Attachments: Garrison OMWBE.pdf; Rebar Inter OMWBE.pdf; REBAR INTERNATIONAL INC L&I.pdf; GARRISON CREEK LANDSCAPING INC L&I.pdf; Fed Debar List - G and R.pdf; RCNW L&I.PDF

Andrew,

Everything looks good for the RC NW as the low responsive. Please check with Phil regarding the Bid Bond issue. I'm confident in it being a non-issue however you want him to be aware and you want to receive an email of WSDOT's concurrence in award knowing of the minor infraction. (Future FHWA review)

Thank you,

Dick Egolf Local Agency Services Manager

Exeltech Consulting, Inc.

Sustainable Engineering Solutions for a Changing World / People, Not Companies, Successfully Deliver Projects

8729 Commerce Place Drive NE, Suite A Lacey, WA 98516

P. 360.357.8289 F. 360.357.8225

 please consider the environment before printing this email

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Andrew Merges

From: Haslam, Harry [HaslamH@wsdot.wa.gov]
Sent: Monday, September 15, 2014 1:46 PM
To: Andrew Merges; Segami, Phil
Cc: 'Dick Egolf'; Brandon Carver; 'Roger Horton'; Dan Brewer; Mott, Jade; Larsen, Renae L.
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

Based on the DBE documents submitted, Local Programs concurs in award to lowest responsive bidder, Road Construction Northwest. This completes the procedural requirements described per 46.26 (Evaluation of Bids for Award) of the LAG Manual. The City may proceed with award of contract.

From: Andrew Merges [mailto:AMerges@desmoineswa.gov]
Sent: Monday, September 15, 2014 11:57 AM
To: Segami, Phil
Cc: Mott, Jade; 'Dick Egolf'; Haslam, Harry; Brandon Carver; 'Roger Horton'; Dan Brewer
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

3 of 3

Andrew Merges, P.E.

Associate Transportation Engineer
 City of Des Moines
 21650 11th Avenue South
 Des Moines, WA 98198-6317
 (p) 206-870-6568
 (f) 206-870-6596

From: Andrew Merges
Sent: Monday, September 15, 2014 11:57 AM
To: 'Segami, Phil'
Cc: 'Mott, Jade'; 'Dick Egolf'; 'Haslam, Harry'; Brandon Carver; 'Roger Horton'; Dan Brewer
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

2 of 3

<< File: Bid Tabs.pdf >> << File: RCNW AWARD & COA NOTICE_DRAFT.docx >>

Andrew Merges, P.E.

Associate Transportation Engineer
 City of Des Moines
 21650 11th Avenue South
 Des Moines, WA 98198-6317
 (p) 206-870-6568
 (f) 206-870-6596

From: Andrew Merges

Sent: Monday, September 15, 2014 11:56 AM
To: 'Segami, Phil'
Cc: 'Mott, Jade'; 'Dick Egolf'; 'Haslam, Harry'; Brandon Carver; 'Roger Horton'; Dan Brewer
Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

Phil,

Please see the attached email below for the City's request for concurrence to award the contract for the Saltwater State Park Bridge Seismic Retrofit. I will be sending (3) emails due to attachment file size.

Thank you.

Andrew Merges, P.E.

Associate Transportation Engineer
 City of Des Moines
 21650 11th Avenue South
 Des Moines, WA 98198-6317
 (p) 206-870-6568
 (f) 206-870-6596

From: Andrew Merges
Sent: Monday, September 15, 2014 11:49 AM
To: 'Segami, Phil'
Cc: Mott, Jade; Brandon Carver; Dick Egolf; 'Roger Horton'; Dan Brewer; 'Haslam, Harry'
Subject: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE

Phil,

Good morning.

Harry Haslam concurred with the City's determination that the lowest bidder is non-responsive due to omissions within the required DBE forms.

I would like to request concurrence for contract award for the Saltwater State Park Bridge Seismic Retrofit project to Road Construction Northwest, Inc.. I have attached their proposal bid package, which includes:

- Tabulation of Bids
- Engineer's Estimate – Signed used for LAA Supplement
- Actual vs LAA costs
- Schedule A LAA = \$2,746,000.00 base with \$250,000.00 contingency (based on CN Estimate attached)
- Schedule A Responsive Low Bid = \$2,383,217.50 (W/O Contingency) (Contingency still applicable for CN)

Difference in LAA estimate and Bid = \$362,782.50

- Draft Award Letter

- DBE Utilization Certification forms (included in the attached proposal package)
- Working days – **115 contract working days**
- Names and addresses of all firms that submitted a quote – Requested as part of the Award/Condition of Award Letter. Response will be forwarded to you when received.

There is only one minor infraction noticed in Road Construction Northwest Inc's Bid Proposal and it was on the Bid Bond, which was executed, but one signature missing. The City's attorney deemed this omission as an immaterial irregularity and we intend to proceed with the bidder. This is located on sheet 8 of the "RCNW Bid Proposal" PDF attached.

Please let us know if you concur with the following:

1. Approval for contract award.
2. Concurrence with the identified irregularity as being immaterial and not deemed as non-responsive.

Please feel free to call me at 206-870-6568 with any questions.

Thank you.

Andrew Merges, P.E.

Associate Transportation Engineer
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317
(p) 206-870-6568
(f) 206-870-6596

<< File: RCNW BID PROPOSAL_scn.pdf >>

Andrew Merges

From: Segami, Phil [SegamiP@wsdot.wa.gov]
Sent: Tuesday, September 16, 2014 7:48 AM
To: Dick Egolf (degolf@xltech.com); Andrew Merges
Cc: Haslam, Harry
Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

Response from HQ below.

From: Haslam, Harry
Sent: Tuesday, September 16, 2014 7:29 AM
To: Segami, Phil
Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

FYI.

From: Mounts, David
Sent: Tuesday, September 16, 2014 7:26 AM
To: Haslam, Harry
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

That is up to them.

From: Haslam, Harry
Sent: Tuesday, September 16, 2014 7:21 AM
To: Mounts, David
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

The City's attorney has already made that determination, ie immaterial irregularity, therefore not an item that would make the bid non-responsive. Would you agree?

From: Mounts, David
Sent: Tuesday, September 16, 2014 7:18 AM
To: Haslam, Harry
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

That is up to them.

From: Haslam, Harry
Sent: Monday, September 15, 2014 4:42 PM
To: Mounts, David
Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

Do you agree, that the "discrepancy" discussed below constitutes an immaterial irregularity, as determined by the City's attorney? See attached.

From: Dick Egolf [mailto:degolf@xltech.com]
Sent: Monday, September 15, 2014 4:03 PM
To: Andrew Merges; Haslam, Harry; Segami, Phil
Cc: Brandon Carver; Roger Horton; Dan Brewer; Mott, Jade; Larsen, Renae L.
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

Harry,

Per Andrews original email, could we get WSDOT's input and/or concurrence with the City's position on the following issue:

"There is only one minor infraction noticed in Road Construction Northwest Inc.'s Bid Proposal and it was on the Bid Bond, which was executed, but one signature missing. The City's attorney deemed this omission as an immaterial irregularity and we intend to proceed with the bidder. This is located on sheet 8 of the "RCNW Bid Proposal" PDF attached."

You have a complete copy of the bid documents so the bonding documents are available to you for review. We recognize that HQ H&LP may need to weigh-in on this, but time is of importance to the City.

Thank you and my best regards,

Dick Egolf Local Agency Services Manager

Exeltech Consulting, Inc.

Sustainable Engineering Solutions for a Changing World / People, Not Companies, Successfully Deliver Projects

8729 Commerce Place Drive NE, Suite A Lacey, WA 98516

P. 360.357.8289 F. 360.357.8225

 *please consider the environment before printing this email*

Disclaimer: The attached files and/or text within this e-mail message are the property of Exeltech Consulting, Inc. Reuse of the files for any other purpose without authorization is strictly prohibited. Exeltech Consulting, Inc. shall not be held responsible for any and all losses, claims or liabilities associated with the unauthorized use, interpretation or modification of the files or text.

From: Andrew Merges [mailto:AMerges@desmoineswa.gov]
Sent: Monday, September 15, 2014 1:50 PM
To: 'Haslam, Harry'; Segami, Phil
Cc: Dick Egolf; Brandon Carver; Roger Horton; Dan Brewer; Mott, Jade; Larsen, Renae L.
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

Harry,

Thank you for the prompt reply!

The City looks forward to continued work with WSDOT to ensure a successful project completion!

Andrew Merges, P.E.

Associate Transportation Engineer

City of Des Moines

21650 11th Avenue South

Des Moines, WA 98198-6317

(p) 206-870-6568
(f) 206-870-6596

From: Haslam, Harry [<mailto:HaslamH@wsdot.wa.gov>]
Sent: Monday, September 15, 2014 1:46 PM
To: Andrew Merges; Segami, Phil
Cc: 'Dick Egolf'; Brandon Carver; 'Roger Horton'; Dan Brewer; Mott, Jade; Larsen, Renae L.
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

Based on the DBE documents submitted, Local Programs concurs in award to lowest responsive bidder, Road Construction Northwest. This completes the procedural requirements described per 46.26 (Evaluation of Bids for Award) of the LAG Manual. The City may proceed with award of contract.

From: Andrew Merges [<mailto:AMerges@desmoineswa.gov>]
Sent: Monday, September 15, 2014 11:57 AM
To: Segami, Phil
Cc: Mott, Jade; 'Dick Egolf'; Haslam, Harry; Brandon Carver; 'Roger Horton'; Dan Brewer
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

3 of 3

Andrew Merges, P.E.
Associate Transportation Engineer
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317
(p) 206-870-6568
(f) 206-870-6596

From: Andrew Merges
Sent: Monday, September 15, 2014 11:57 AM
To: 'Segami, Phil'
Cc: 'Mott, Jade'; 'Dick Egolf'; 'Haslam, Harry'; Brandon Carver; 'Roger Horton'; Dan Brewer
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

2 of 3

<< File: Bid Tabs.pdf >> << File: RCNW AWARD & COA NOTICE_DRAFT.docx >>

Andrew Merges, P.E.
Associate Transportation Engineer
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317
(p) 206-870-6568
(f) 206-870-6596

From: Andrew Merges

Sent: Monday, September 15, 2014 11:56 AM
To: 'Segami, Phil'
Cc: 'Mott, Jade'; 'Dick Egolf'; 'Haslam, Harry'; Brandon Carver; 'Roger Horton'; Dan Brewer
Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE (1of3)

Phil,

Please see the attached email below for the City's request for concurrence to award the contract for the Saltwater State Park Bridge Seismic Retrofit. I will be sending (3) emails due to attachment file size.

Thank you.

Andrew Merges, P.E.

Associate Transportation Engineer
 City of Des Moines
 21650 11th Avenue South
 Des Moines, WA 98198-6317
 (p) 206-870-6568
 (f) 206-870-6596

From: Andrew Merges
Sent: Monday, September 15, 2014 11:49 AM
To: 'Segami, Phil'
Cc: Mott, Jade; Brandon Carver; Dick Egolf; 'Roger Horton'; Dan Brewer; 'Haslam, Harry'
Subject: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - CONTRACT AWARD CONCURRENCE

Phil,

Good morning.

Harry Haslam concurred with the City's determination that the lowest bidder is non-responsive due to omissions within the required DBE forms.

I would like to request concurrence for contract award for the Saltwater State Park Bridge Seismic Retrofit project to Road Construction Northwest, Inc.. I have attached their proposal bid package, which includes:

- Tabulation of Bids
- Engineer's Estimate – Signed used for LAA Supplement
- Actual vs LAA costs
- Schedule A LAA = \$2,746,000.00 base with \$250,000.00 contingency (based on CN Estimate attached)
- Schedule A Responsive Low Bid = \$2,383,217.50 (W/O Contingency) (Contingency still applicable for CN)

Difference in LAA estimate and Bid = \$362,782.50

- Draft Award Letter
- DBE Utilization Certification forms (included in the attached proposal package)
- Working days – **115 contract working days**
- Names and addresses of all firms that submitted a quote – Requested as part of the Award/Condition of Award Letter. Response will be forwarded to you when received.

There is only one minor infraction noticed in Road Construction Northwest Inc's Bid Proposal and it was on the Bid Bond, which was executed, but one signature missing. The City's attorney deemed this omission as an immaterial irregularity and we intend to proceed with the bidder. This is located on sheet 8 of the "RCNW Bid Proposal" PDF attached.

Please let us know if you concur with the following:

1. Approval for contract award.
2. Concurrence with the identified irregularity as being immaterial and not deemed as non-responsive.

Please feel free to call me at 206-870-6568 with any questions.

Thank you.

Andrew Merges, P.E.

Associate Transportation Engineer
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317
(p) 206-870-6568
(f) 206-870-6596

<< File: RCNW BID PROPOSAL_scn.pdf >>

City of Des Moines

PLANNING, BUILDING AND PUBLIC WORKS
www.desmoineswa.gov
21650 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6317
(206) 870-6522 FAX (206) 870-6596



September 15, 2014

Les McClure
McClure and Sons, Inc.
15714 Country Club Drive
Mill Creek, WA 98012

RE: SALTWATER STATE PARK BRIDGE SEISMIC RETROFIT - BHM-1051(007)

Dear Mr. McClure:

This letter is to notify you that your bid proposal for the above referenced Saltwater State Park Bridge Seismic Retrofit project, submitted on September 10th, 2014, has been rejected as irregular in accordance with Special Provision 1-02.6 and 1-02.13 concerning the Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Documents (Form 422-031A EF) that were not properly executed. A copy of the DBE Utilization Certification submitted with your bid proposal is attached for your reference highlighting the omissions.

This decision has been made with concurrence from the Washington State Department of Transportation and there is no corrective action proposed or allowed.

If you have any questions, please contact me at (206) 870-6581.

Respectfully,

Daniel J. Brewer, P.E., P.T.O.E.
Building, Planning & Public Works Director

cc: Brandon Carver, Engineering Services Manager
Andrew Merges, Associate Transportation Engineer
Roger Horton, Exeltech
Phil Segami, WSDOT Highways and Local Programs

City of Des Moines

21650 11th Avenue South
Des Moines, WA 98198

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

CITY OF DES MOINES, WA

Contract Title: SALTWATER PARK BRIDGE SEISMIC RETROFIT

Bidder's Business Name: McClure and Sons

DBE's Business Name: REBAR INTERNATIONAL, INC

DBE Signature: _____



DBE's Title: V. P.

Date: 9/10/2014

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: REBAR INSTALLATION ON HIGHWAY, BRIDGE, AND
ELEVATED STRUCTURE

Amount to be Applied Towards Goal: _____

City of Des Moines

21650 11th Avenue South

Des Moines, WA 98198

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: CITY OF DES MOINES, WA
SALT WATER PARK BRIDGE
SEISMIC RETROFIT

Bidder's Business Name: MCCLURE & SONS INC.

DBE's Business Name: Silver Strick inc

DBE's Signature: 

DBE's Title: Estimating

Date: 9.10.14

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision: Disadvantaged Business Enterprise Condition of Award Participation.

Description of Work: Dump Trucking

Amount to be Applied Towards Goal: [REDACTED]

Dan Brewer

From: Brandon Carver
Sent: Monday, September 15, 2014 11:06 AM
To: Dan Brewer
Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST
Attachments: MX-3100N_20140915_100458.pdf

fyi

R. Brandon Carver, P.E., P.T.O.E.
 Engineering Services Manager
 City of Des Moines
 21650 11th Avenue South
 Des Moines, WA 98198
 (206)870-6543

From: Haslam, Harry [<mailto:HaslamH@wsdot.wa.gov>]
Sent: Monday, September 15, 2014 11:04 AM
To: Andrew Merges
Cc: Brandon Carver; Segami, Phil; Mott, Jade
Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

You are correct. As noted per 26.2(5) of the LAG Manual, failure to accurately complete the DBE forms is considered evidence that the proposal is unresponsive, and therefore, not eligible for award. Thus, failure to note the amounts that apply to the DBE goal on the DBE Written Confirmation forms for Rebar International and Silver Streak, is grounds for declaring the bid for McClure and Sons non-responsive.

From: Mott, Jade
Sent: Monday, September 15, 2014 10:08 AM
To: Haslam, Harry
Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Can you help?? Phil is not in. 10% DBE goal.

From: Andrew Merges [<mailto:AMerges@desmoineswa.gov>]
Sent: Monday, September 15, 2014 10:02 AM
To: Segami, Phil
Cc: Mott, Jade; Brandon Carver; Dick Egolf; 'Roger Horton'; Dan Brewer; Pat Bosmans
Subject: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Phil,

Good morning and hope you had a great weekend.

With our review of the bridge project bid proposals, we have concluded that the low bidder is non-responsive due to the omission of the "Amount to be Applied Towards Goal" on the Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document (422-031A EF), PDF sheets 3 & 4. Can you please review and let us know if this is an appropriate decision?

I will also be sending you the Award data for the responsive bidder shortly.

Thank you.

Andrew Merges, P.E.

Associate Transportation Engineer

City of Des Moines

21650 11th Avenue South

Des Moines, WA 98198-6317

(p) 206-870-6568

(f) 206-870-6596



McClure and Sons Inc.

Sent via Fax and USMail

September 16, 2014

Daniel J Brewer, P.E. P.T.O.E.
City of Des Moines
21650 11th Ave South
Des Moines, WA 98198-6317
Fax 206-870-6596

Re: Saltwater State Park Bridge Seismic Retrofit – Response to City Letter regarding Bid Rejection

Dear Mr. Brewer;

We are in receipt of the City's letter dated September 15, 2014. We are seriously concerned that the letter did not mention the Good Faith Documentation that was submitted with our bid.

As stated on DOT FORM 272-056A EF, "The bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE been unsuccessful. McClure and Sons, Inc. (MSI) submitted the Good Faith Documentation with our bid, which should be considered prior to any rejection of bid.

There are a couple of major issues to consider here; it's possible that a bidder may not always be successful in soliciting sufficient DBE participation, and all the required information, at bid time. The Bid Form acknowledges this fact and allows a bidder to submit a bid, as long as the bid includes Good Faith Documentation. If Good Faith Documentation is allowed, under what conditions does the City allow, prior to rejection? The City must answer this question and substantiate their reasoning prior to rejection.

Also the City's Bid Form had included two locations for the same information. Whenever a Bid Form includes two separate locations for the same information, the results can be problematic. In this case MSI inadvertently omitted a number on one sheet, but indicated it on another. We can assume the City had no intention of making the bid form difficult, but simply following its interpretation of the funding agency's special conditions.

In accordance with the "Special Provisions" the contract goal is a Condition of Award (COA). In speaking with Adam at Rebar International, we understand that signed participation forms are, on many occasions, administered after bid, prior to award, including other DOT projects.

Our concern is the following; if the City chooses not to include a portion of the DBE's, then MSI's Good Faith documentation enters into effect and then clearly fulfills the requirement as allowed by DOT FORM 272-056A EF. Specifically, Please see that MSI contacted Rebar International about the project, see phone log page dated 9-3-14 (contact #6 of 15), and MSI contacted Silver Streak on 9-10-14, among other DBE firms, copies of the phone log were included with bid. Also consider the fact a signed paper by both Rebar International, and Silver Streak Trucking is also included with MSI's bid, continuing our showing of our solicitation efforts with Rebar International and Silver Streak. Other items with our bid was a copy of our advertisement in the Seattle Daily Journal of Commerce (DJC).

We have not yet seen copies of the other bidders Bid Form and attachments. By writing this letter, we are requesting the City provide copies of the other bidders Bid forms. If there is a request form that needs to be submitted, please let us know.

In conclusion, we are concerned that the bidding process of "form" does not trump "substance". In other words; the fact that the Bid Form, and Good Faith documentation submitted by McClure and Sons substantiates the City's/Funding Agency's goal of DBE participation, and should not be overlooked so easily. The question also arises: Is the City's rejection of MSI's bid potentially damaging to a DBE firm.

We intend to fully comply with the 10% goal with the Contract including the utilization of Rebar International, and Silver Streak Trucking. If further information is needed prior to award, please let us know.

We request that the City reconsider a rejection of MSI's bid. We ask that you find our Good Faith Documentation, and other substantiated facts to be fully in accordance with the Bid Documents, and that the City should award the project to McClure and Sons.

We look forward to your positive response. If there are any questions, Please contact me at (425) 316-6999

Sincerely,



John Ogorsolka
Chief Estimator

C: Les McClure



McClure and Sons Inc.

Sent via Fax and USMail

September 17, 2014

Daniel J Brewer, P.E. P.T.O.E.
City of Des Moines
21650 11th Ave South
Des Moines, WA 98198-6317
Fax 206-870-6596

Re: Saltwater State Park Bridge Seismic Retrofit – Supplement to MSI letter dated September 16th,
Request for Reconsideration Hearing

Dear Mr. Brewer;

In supplement to MSI's letter submitted yesterday, dated September 16, 2014, we want to point out a number of other applicable contract provisions.

1. In accordance with the bidding documents the City followed the wrong provisions for notification to McClure and Sons. This causes some confusion on the part of the bidder, MSI, on how to properly respond (see item 3. Below). The City's reference to 1.02.13, as reason for irregularity is not applicable. The City did not state the item number, but assume item i. is the item the determination is based upon the attached copy of those forms with their letter. Item i. regarding the DBE written Confirmation Document. Item i. addresses the lack of the form, DBE Confirmation Form 422-031 EF. This provision does not address incompleteness of signed DBE confirmation form. MSI in fact submitted the signed form(s) for each DBE. The other fact of completeness of Form 422-031 EF is addressed in other provisions, but not in 1.02.6, or 1.02.13 as stated in City's letter dated Sept. 15th. The provision does not address completeness as a reason for rejection.
2. There are other Special provisions that are appropriate and applicable. Reference SP, page 42 entitled; Disadvantaged Business Enterprise (DBE) Written Document(s) Form # 422-031 EF. This special provision addresses the instance where a signed document is not complete; "the validity of the document is in question", but the DBE participation may (bolded and underlined for emphasis) not receive credit.

The word "may" has a significant meaning. In what conditions would the DBE participation be validated to receive credit?

3. In regards to MSI's Good Faith Effort Documentation submitted with bid, please reference SP, page 45, Administrative Reconsideration of GFE Documentation. The City's letter dated September 15th, effectively is considered by the bidder, to be a notification to MSI, of non-responsiveness. Therefore, in order to preserve our right for reconsideration, in accordance with Special Provisions (SP), page 45, Administrative Reconsideration of GFE Documentation, McClure and Sons, Inc. submits this letter as our written request for Reconsideration Hearing.

As stated in the Special Provisions the bidder must request within seven days of notification of being nonresponsive. The date of this letter is within seven days of the City's letter dated September 15th.

If there are any questions, please contact me at 425-316-6999.

Sincerely,



John Ogorsolka
Chief Estimator

C: Les McClure

Dan Brewer

From: Segami, Phil [SegamiP@wsdot.wa.gov]
Sent: Tuesday, September 16, 2014 2:47 PM
To: Andrew Merges; Haslam, Harry
Cc: Brandon Carver; Dan Brewer; Dick Egolf (degolf@xltech.com); 'Roger Horton'
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Andrew,

Good Faith Effort(GFE) documentation is submitted as part of the bid package in the event the bidder cannot meet the DBE goal. The GFE package should demonstrate that the contractor made reasonable efforts to contact and receive quotes from certified DBE contractors to team on the project. The GFE documentation submitted has no bearing on the determination to reject the bid. As stated on the DBE Written Confirmation Document(DBEWCD), "The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification(DBEUC). **Failure to do so will result in bid rejection...**" The "Amount to be Applied Toward Goal" was left blank on both the Rebar International Inc. and Silver Streak Inc. DBEWCD submittals. Both are not consistent with the submitted DBEUC.

Phil

From: Andrew Merges [mailto:AMerges@desmoineswa.gov]
Sent: Tuesday, September 16, 2014 1:46 PM
To: Haslam, Harry; Segami, Phil
Cc: Brandon Carver; Dan Brewer; Dick Egolf (degolf@xltech.com); 'Roger Horton'
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Harry and Phil,

Good afternoon.

We have received a letter from the non-responsive low bidder requesting clarification on our determination (attached). I have also included the City's letter to MSI concerning the determination as well as their DBE participation forms submitted in the proposal.

Can WSDOT provide the City with direction for response to MSI's letter concerning DBE participation form execution as well as their good faith effort of intent?

Thank you.

Andrew Merges, P.E.
 Associate Transportation Engineer
 City of Des Moines
 21650 11th Avenue South
 Des Moines, WA 98198-6317
 (p) 206-870-6568
 (f) 206-870-6596

From: Haslam, Harry [mailto:HaslamH@wsdot.wa.gov]
Sent: Monday, September 15, 2014 11:39 AM
To: Andrew Merges

Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

If you get any objection from the contractor, note that the DBE Written Confirmation forms clearly state that entries must be consistent with what is shown on the bidders DBE Utilization Certification form, and that failure to do so will result in bid rejection.

From: Andrew Merges [<mailto:AMerges@desmoineswa.gov>]

Sent: Monday, September 15, 2014 11:28 AM

To: Haslam, Harry

Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Thanks Harry.

Andrew Merges, P.E.

Associate Transportation Engineer

City of Des Moines

21650 11th Avenue South

Des Moines, WA 98198-6317

(p) 206-870-6568

(f) 206-870-6596

From: Haslam, Harry [<mailto:HaslamH@wsdot.wa.gov>]

Sent: Monday, September 15, 2014 11:04 AM

To: Andrew Merges

Cc: Brandon Carver; Segami, Phil; Mott, Jade

Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

You are correct. As noted per 26.2(5) of the LAG Manual, failure to accurately complete the DBE forms is considered evidence that the proposal is unresponsive, and therefore, not eligible for award. Thus, failure to note the amounts that apply to the DBE goal on the DBE Written Confirmation forms for Rebar International and Silver Streak, is grounds for declaring the bid for McClure and Sons non-responsive.

From: Mott, Jade

Sent: Monday, September 15, 2014 10:08 AM

To: Haslam, Harry

Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Can you help?? Phil is not in. 10% DBE goal.

From: Andrew Merges [<mailto:AMerges@desmoineswa.gov>]

Sent: Monday, September 15, 2014 10:02 AM

To: Segami, Phil

Cc: Mott, Jade; Brandon Carver; Dick Egolf; 'Roger Horton'; Dan Brewer; Pat Bosmans

Subject: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Phil,

Good morning and hope you had a great weekend.

With our review of the bridge project bid proposals, we have concluded that the low bidder is non-responsive due to the omission of the "Amount to be Applied Towards Goal" on the Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document (422-031A EF), PDF sheets 3 & 4. Can you please review and let us know if this is an appropriate decision?

I will also be sending you the Award data for the responsive bidder shortly.

Thank you.

Andrew Merges, P.E.

Associate Transportation Engineer

City of Des Moines

21650 11th Avenue South

Des Moines, WA 98198-6317

(p) 206-870-6568

(f) 206-870-6596



City of Des Moines

PLANNING, BUILDING AND PUBLIC WORKS
www.desmoineswa.gov
21650 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6317
(206) 870-6522 FAX (206) 870-6596



September 17, 2014

Les McClure
McClure and Sons, Inc.
15714 Country Club Drive
Mill Creek WA 98012

RE: SALTWATER STATE PARK BRIDGE SEISMIC RETROFIT - BHM-1051(007)
Bid Rejection Inquiry (September 16, 2014) Response

Dear Mr. McClure:

The City received your response letters dated September 16, and September 17, 2014. The City has reviewed your response letter with the Washington State Department of Transportation and the Des Moines Attorney's Office concerning our decision deeming your proposal rejected due to incomplete execution of the Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Documents (Form 422-031A EF). Based on our review effort, the City maintains the decision to reject the Bid.

Washington State Department of Transportation provided the City with the following guidance: "The Good Faith Effort (GFE) documentation is submitted as part of the bid package in the event the bidder cannot meet the DBE goal. The GFE package should demonstrate that the contractor made reasonable efforts to contact and receive quotes from certified DBE contractors to team on the project. The GFE documentation submitted has no bearing on the determination to reject the bid. As stated on the DBE Written Confirmation Document (DBEWCD), 'The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification (DBEUC). **Failure to do so will result in bid rejection...**' The 'Amount to be Applied Towards Goal' was left blank on both the Rebar International Inc. and Silver Streak Inc. DBEWCD submittals. Both are not consistent with the submitted DBEUC."

With this bid irregularity, the Washington State Department of Transportation will not authorize approval to award the contract, deeming it non-responsive consistent with Federal project requirements.

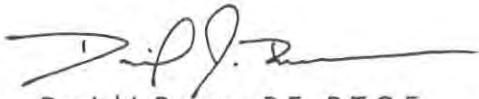
Further, your request for administrative reconsideration of GFE Documentation is denied pursuant to the Special Provisions of the bid documents. Administrative reconsideration is only provided for the "purpose of reassessing GFE documentation that was determined to be inadequate." (Special Provisions p. 45). As noted above, the GFE documentation had no

bearing on the determination to reject the bid and was therefore never deemed to be inadequate.

If you would like to obtain a copy of any bidder proposal documents, please request public records through the City's website consistent with 42.56 RCW.

If you have any questions, please contact Andrew Merges at (206) 870-6568.

Respectfully,

A handwritten signature in black ink, appearing to read "D. J. Brewer", with a long horizontal line extending to the right.

Daniel J. Brewer, P.E., P.T.O.E.
Building, Planning & Public Works Director

Attachment: City of Des Moines Request for Access to Public Records

cc: Pat Bosmans, City Attorney
Brandon Carver, Engineering Services Manager
Andrew Merges, Associate Transportation Engineer
Roger Horton, Exeltech



**Public Records
City of Des Moines
21630 11th Ave. So., Suite A
Des Moines, WA 98198
Attn: City Clerk
206-870-6519**

REQUEST FOR ACCESS TO PUBLIC RECORDS

The following information is to be filled out by the person requesting records:

Date of Request: _____
Requestor's Name: _____
Address: _____
City: _____ State: _____ Zip: _____ Phone: _____
Email Address: _____

If this is an emergency request, indicate the date desired and please describe the nature of the emergency:

RECORDS REQUESTED: (Please state the title and date of the record(s) being requested)

Please describe any additional information that will help us locate the records for you as quickly as possible:

Requestor's Signature: _____ **Date:** _____

For City Use Only

Staff Person who Received the Request: _____ Date: _____

Number of Copies _____ Cost of copies: (15¢ ea. for 8-1/2" x 11") \$ _____

Cost of Video/Audio (\$10 ea.) \$ _____ Mailing Cost: \$ _____ Total Due: \$ _____

Payment Date: _____ Staff person who provided the records: _____

Date Request Satisfied: _____ Client Receiving Records: _____

Proposal

Saltwater State Park Bridge Seismic Retrofit

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

The undersigned Bidder hereby certifies that he/she has examined the site of all the proposed work under this Contract and that he/she has read and thoroughly understands the Plans, Specifications and other Contract Documents pertaining to this Contract, that he/she is fully aware of the construction problems and costs involved, and proposes to perform all work for the following stated prices.

The undersigned bidder hereby agrees to start construction within ten (10) days after the issue of the Notice to Proceed, and to complete the contract within 115 working days thereafter. This period shall be known as the "Contract Time" for the purposes of the project.

The project is exempt from retail sales (except franchise utility sewer, water, power, and communication relocation) and use tax per WAC 458-20-171, commonly known as Rule 171. This rule exempts the sale of or charge made for labor and services rendered in respect to building, repairing or improving any street, place, road, highway, easement, right of way, bridge, tunnel or trestle which is owned by a municipal corporation that is used for foot or vehicle traffic. Bidders should note that only the labor and services costs are exempt from the sales tax. Tax for materials need to be included in their respective bid items.

All schedules on the Bid Proposal must be completed, or the bid shall be considered non-responsive. Basis for award shall be the lowest total Bid for all work included in the Proposal.

The City reserves the right to not award the project.

The Owner will correct obvious mathematical errors in bid proposals.

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

Show unit prices in figures. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

ADDENDUM #1

The following bid prices shall include all material, labor, tools, equipment and all taxes. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

SCHEDULE A

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
1	0001	Mobilization	1	LS		\$ <u>292,925</u>
2	0050	Removal of Structure and Obstruction	1	LS	20,000	\$ <u>20,000</u>
3	3091	Catch Basin Type 1	2	EA	2,500	\$ <u>5,000</u>
4	3016	High Density Polyethylene (HDPE) Pipe 12 IN. Diam	215	LF	90	\$ <u>19,350</u>
5	4202	Concrete Class 4000 for Bridge (column & strut jacketing)	210	CY	950	\$ <u>199,500</u>
6	4149	St. Reinf Bar for Bridge (column, strut and footing)	162,250	LB	1.75	\$ <u>283,937.50</u>
7	4202	Concrete Class 4000 for Footing	555	CY	650	\$ <u>360,750</u>
8	4157	Micropile	48	EA	6,500	\$ <u>312,000</u>
9	4193	Micropile Verification Load Testing	2	EA	12,500	\$ <u>25,000</u>
10	4194	Micropile Proof Load Testing	4	EA	3,800	\$ <u>15,200</u>
11		Seismic Deck Steel Reinforcement Plates	1	LS	40,000	\$ <u>40,000</u>
12		New Bridge Seats and Trans. Seismic Restrainers	1	LS	55,000	\$ <u>55,000</u>
13		Cleaning Columns	1	LS	20,000	\$ <u>20,000</u>
14	4338	Expansion Joint System Compression Seal - Superstr	30	LF	185	\$ <u>5,550</u>
15		Longitudinal Seismic Restrainers	10	EA	14,000	\$ <u>140,000</u>
16		FRP Jacket for Column Retrofit	1155	SF	215	\$ <u>248,325</u>

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
17		Pigmented Concrete Sealer - Columns	1	LS	25,000	\$ 25,000
18	4005	Structure Excavation Class A Incl. Haul	2,040	CY	27	\$ 55,080
19	7169	Structural Earth Wall	210	SF	35	\$ 7,350
20	4013	Shoring or Extra Excavation Cl. A	1	LS	20,000	\$ 20,000
21		Landscaping	1	LS	22,000	\$ 22,000
22	6373	Silt Fence	1,100	LF	4	\$ 4,400
23	6403	ESC Lead	30	DAY	200	\$ 6,000
24	6471	Inlet Protection	1	EA	100	\$ 100
25	6490	Erosion/Water Pollution Control	1	Est	30,000	\$30,000.00
26		Diffuser Tee	1	EA	7,500	\$ 7,500
27	6630	High Visibility Fence	50	LF	8	\$ 400
28	6470	Street Cleaning	60	HR	165	\$ 9,900
29		Straw Bales	20	EA	85	\$ 1,700
30	6971	Project Temporary Traffic Control	1	LS	28,000	\$ 28,000
31		Single lane Closure	1	LS	4,000	\$ 4,000
32	6806	Paint Line	420	LF	2	\$ 840
33	6993	Portable Changeable Message Sign	680	HR	15	\$ 10,200
34		Remove and Replace Guardrail	35	LF	150	\$ 5,250
35		Access Roads	1	LS	10,000	\$ 10,000

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
36	7728	Unexpected Site Changes	1	Calc.	15,000	\$15,000.00
37		Asphalt Pavement Restoration	100	SY	50	\$ 5,000
38	7736	SPCC Plan	1	LS	500	\$ 500
39	7568	Gravel Borrow for Structural Earth Wall Incl. Haul	150	Ton	35	\$ 5,250
40	7066	Semi-Open Conc. Masonry Slope Protection	130	SY	140	\$ 18,200
41		Water Relocation	1	LS	9,000	\$ 9,000
42	7500	Field Office Building	1	LS	12,000	\$ 12,000
43		Pipe Anchor	1	LS	4,000	\$ 4,000
44		Bollard	21	EA	900	\$ 18,900
45		Remove and Replace Wheel Stop	9	EA	250	\$ 2,250
46		Remove and Reinstall Picnic Structures	1	LS	13,000	\$ 13,000
47	7038	Roadway Surveying	1	LS	12,000	\$ 12,000
48	7088	Coated Chain Link Fence, Green Vinyl, Type 4	50	LF	50	\$ 2,500
49		Temp. Chain Link Fence	580	LF	8	\$ 4,650
50		Trail Reconstruction	60	SY	25	\$ 1,500
51		Pedestrian Control and Access Protection plan	1	LS	4,000	\$ 4,000
Sub- Total Schedule A Bid Items =						2,417,997.50

SCHEDULE B

Bid Item	WSDOT STD NO.	ITEM DESCRIPTION	Total Qty	UNIT	Unit Price	Total Price
52		Mobilization	1	LS	20,000	\$ 20,000
53	5656	Bridge Approach Slab	85	SY	425	\$ 36,125
54		Concrete Repair	200	SF	150 75 AM	\$ 30,000 + 5,000 AM
55		Concrete Crack Repair	1,130	LF	95	\$ 107,350
56		Scupper Drain Grate	12	EA	2,900	\$ 34,800
57	3543	High Density Polyethylene (HDPE) Pipe 12 IN. Diam	65	LF	90	\$ 5,850
58	1171	Grate Inlet Type 2.	2	EA	2,500	\$ 5,000
59	6701	Cement Conc. Traffic Curb	25	LF	60	\$ 1,500
60		Remove and Replace Guardrail	35	LF	150	\$ 5,250
61		Remove and Replace Rail Elements	60	LF	100	\$ 6,000
62		Deck Drainage System	1	LS	20,000	\$ 20,000
63	7005	Structure Excavation Class B	20	CY	200	\$ 4,000
64		Field Office Computer	1	LS	5,000	\$ 5,000
Sub- Total Schedule B Bid Items =						280,875

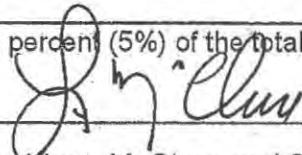
Proposal (Continued)

Schedule A Total \$ 2,417,997.5Schedule B Total \$ 289,875Total Bid Price (in figures) \$ 2,698,872.50Total Bid Price (in words) TWO MILLION SIX HUNDREDNINETY EIGHT THOUSAND NINE HUNDRED NINETY
SEVEN DOLLARS AND FIFTY CENTS.

Attached hereto is the required Bid Security in the amount of \$ 5% of bid price

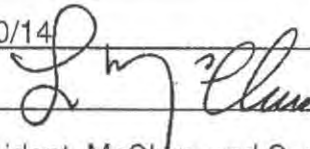
() payable to the City of Des Moines which is equal
to or more than five percent (5%) of the total bid price.

Signed

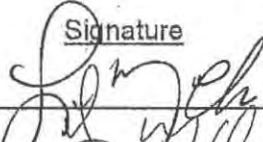
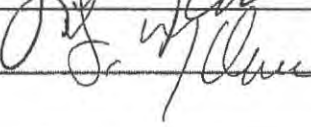
Title President, McClure and Sons, Inc.

Name of Bidder

Registration or license, Division of Professional Licensing:

1. License Number MCCLUSI101MJ2. Date 9/10/143. Contractor's Signature 4. Title President, McClure and Sons, Inc.Address of Bidder: 15714 Country Club Drive Mill Creek 98012
Street City ZipTelephone Number of Bidder 425-316-6999 425-316-6999
Office HomeEmail Contacts les@mcclureandsons.combids@mcclureandsons.comDate of Bid 9/10/14

Receipt is hereby acknowledged for the following Addenda:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Signature</u>
1	9/4/14	
2	9/8/14	

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

Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for Saltwater State Park Bridge Seismic Retrofit.

Form of a Bid Bond

BID BOND DEPOSIT

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

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

Signature _____
Les McClure, President

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ McClure and Sons, Inc. _____, as Principal, and _____ Travelers Casualty and Surety Company of America _____, as Surety, are held and firmly bound unto the City of Des Moines, as Oblige, in the penal sum of _____ Five Percent of the Amount Bid _____ dollars (\$ _____ (5%) _____) for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

SIGNED, SEALED AND DATED THIS 21st DAY OF August, 20 14.

McClure and Sons, Inc. _____ By: _____
Principal _____ Les McClure, President

Travelers Casualty and Surety Company of America _____ By: _____
Surety _____ Mark S. Richardson, Attorney-in-Fact

Received return of deposit in the sum of _____

Date _____

Signature _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 214437

Certificate No. 005952526

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark S. Richardson, Elizabeth L. McGreer, and Lisa Hawkins

of the City of Lewiston, State of Idaho, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

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

On this the 17th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

Non-collusion Affidavit

City of Des Moines

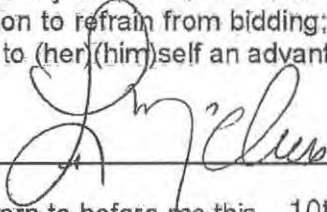
STATE OF WASHINGTON)

) ss.

County of Snohomish)

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

Signature


Subscribed and sworn to before me this 10th dayof September, 2014.

Judy McClure
 Judy McClure
 Notary Public in and for the State of Washington

Residing at 15714 Country Club Drive, Mill Creek, WA 98012

My commission expires 5/10/2016

Statement of Bidder's Qualifications

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

1. Name of bidder: McClure and Sons, Inc.
2. Business address and telephone number:
15714 Country Club Drive, Mill Creek, WA 98012
3. How many years has said bidder been engaged in the contracting business under present firm name:
26 years
4. Contracts now in hand (gross amount):
\$ \$59,400,735
5. General character of work performed by said company:
Heavy Industrial-Water and Wastewater Treatment Facilities, Marine, Pump Stations and Reservoirs
6. List of more important projects constructed by said company, including approximate costs and dates:
See Attached
7. List of company's major equipment:
See Attached

8. Bank references:

Yong Lee, Key Bank PO Box 90, Seattle, WA 98111

800-821-2829

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

543,613-01

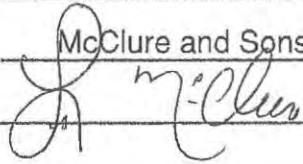
10. Dept. of Revenue registration number:

601-077-878

Name of Bidder

McClure and Sons, Inc.

By



Title

President

Date

9/10/14

Statement of Proposed Subcontractors and Material Suppliers

Subcontractors Name, Address
and Telephone Number

Description of Work

NW CASCADE ~~HA~~ _{km}

MICROPILES

PO BOX 73399

PUYALLUP WA 98373

(800) 562-4442

PURCELL PAINTING

PIGMENTED SEALER

6456 S. 144TH ST

TUKWILLA WA 98168

Material Suppliers

Material (major items only)

HOGAN FAB

STEEL FABRICATIONS

5722 SE JOHNSON CREEK BLVD

PORTLAND, OR

97206

City of Des Moines

** SEE ATTACHED ** 147

Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder's Disadvantage Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-664-9750 or Toll Free 1-866-208-1064.

McClure and Sons, Inc.

certifies that the Disadvantaged Business Enterprise (DBE)

(Box 1) Name of Bidder

Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Column 1 Name of DBE Certificate Number	Column 2 Project Role (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer)	Column 3 Description of Work	Column 4 Amount to be Applied Towards Goal
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal:

DBE Total \$

Box 2

Box 3

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Crediting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.

SR

City of Des Moines

21650 11th Avenue South
Des Moines, WA 98198



Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

DBE Signature: _____

DBE's Title: _____

Date: _____

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: _____

Amount to be Applied Towards Goal: _____

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

City of Des Moines

Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder's Disadvantaged Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-664-9750 or Toll Free 1-866-208-1064.

McClure and Sons, Inc.

certifies that the Disadvantaged Business Enterprise (DBE)

(Box 1) Name of Bidder

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Column 1 Name of DBE Certificate Number	Column 2 Project Role (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer)	Column 3 Description of Work	Column 4 Amount to be Applied Towards Goal
1. METRO PAINTING D2F0021643	SUBCONTRACTOR	COATINGS	NOT BIDDING- ZERO
2. COAT FLAGGING D5F1021136	SUBCONTRACTOR	TRAFFIC CONTROL	
3. REBAR INTERNATIONAL D2F2606440	SUBCONTRACTOR	REBAR, METAL PLATES	272,752
4. AT ALLIANCE GEOMATICS 04M0022928	SUBCONTRACTOR	SURVEYING	11,800
5. THE RODRIGUEZ CORP. 05M0019495	SUBCONTRACTOR	COATINGS	
6. SILVER STREAK 0W2F7218670	SUBCONTRACTOR	TRUCKING	19,600
7. THE BAE LADY D2F0016394	SUBCONTRACTOR	EROSION CONTROL	
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal:

10%

DBE Total \$

294,552

Box 2

Box 3

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Crediting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.

SR

City of Des Moines

21650 11th Avenue South
Des Moines, WA 98198

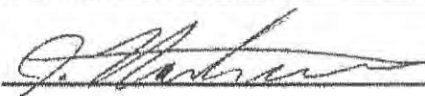
Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

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Contract Title: City of Des Moines Saltwater State Park Bridge Seismic Retrofit

Bidder's Business Name: McCLURE AND SONS

DBE's Business Name: 1 Alliance Geomatics, LLC

DBE Signature: 

DBE's Title: President

Date: August 8, 2013

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: Construction Surveying Services

Amount to be Applied Towards Goal: \$11,800

SR

DOT Form 422-031A EF
07/2011

City of Des Moines

21650 11th Avenue South
Des Moines, WA 98198

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

CITY OF DES MOINES, WA

Contract Title: SALTWATER PARK BRIDGE SEISMIC RETROFIT

Bidder's Business Name: McClure and Sons

DBE's Business Name: REBAR INTERNATIONAL, INC

DBE Signature: 

DBE's Title: V.P.

Date: 9/10/2014

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: REBAR INSTALLATION ON HIGHWAY, BRIDGE, AND
ELEVATED STRUCTURE

Amount to be Applied Towards Goal: _____

SR

DOT Form 422-031A EF
07/2011

City of Des Moines

21650 11th Avenue South
Des Moines, WA 98198

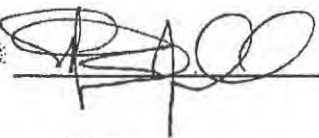
Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: CITY OF DES MOINES, WA
SALT WATER PARK BRIDGE
SEISMIC RETROFIT

Bidder's Business Name: MCCLURE & SONS INC.

DBE's Business Name: Silver Struck inc

DBE Signature: 

DBE's Title: Estimating

Date: 9.10.14

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision: Disadvantaged Business Enterprise Condition of Award Participation.

Description of Work: Dump Trucking

Amount to be Applied Towards Goal: _____

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Wednesday, September 10, 2014

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Sub-Bids Requested

Information about placing a Sub-Bid Requested Ad is available here.

For a complete listing of all Sub Bids Requested click here.

SUB-BIDS REQUESTED FOR

SALTWATER STATE PARK

BRIDGE SEISMIC RETROFIT • DES MOINES, WA

Bid Date: September 10, 2014 at 2 pm

MCCLURE AND SONS INC.
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999, FAX (425) 316-6789
EMAIL: Bids@mcclureandsons.com
www.mcclureandsons.com

We are an equal opportunity employer and request sub-bids from all subcontractors and suppliers including all Small, Minority, Women, Disadvantaged, Veteran, Disabled Veteran business enterprises. We are committed to a drug-free worksite.

#MCCLUSH101MJ (5858072)



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In Today's Public Notices

FEATURED NOTICE

City of Des Moines Senior Activity Center Generator

New Bid Calls	4
New Consultant Notices	1
New Supply Bids	1

New Sub Bids Requested

KITTITAS COUNTY - KITTITAS HIGHWAY SAFETY IMPROVEMENTS Pacific Civil & Infrastructure

WASHINGTON WAY BRIDGE REPLACEMENT - CITY OF LONGVIEW Johansen Excavating, Inc

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AIRPORT RUNWAY 12
EXTENSION, PHASE 1 -
PORT OF CHELAN CTY.
Johansen Excavating, Inc

SALTWATER STATE PARK
BRIDGE SEISMIC
RETROFIT DES MOINES,
WA
McClure and Sons Inc.

more »



**King County
LAWYERS'
DIRECTORY**

9/3/14

DBE GOOD FAITH CALLS SALTWATER ST. PARK - DES MOINES

1. [BC TRAFFIC] (360) 895-1000
2. [COAT FLAGGING] (503) 467-6386 DISCUSSED W/VANCEY
3. [THE TRAFFIC CONTROL CO. INC.] (360) 532-3093 LEFT MESSAGE W/
MICHELLE
4. [METRO PAINTING] (206) 282-0480 STANISLAW & EMAILED MARINA
5. [HOT MIX PAVES] (206) 324-0106 LM, EMAILED 9/4/14
6. [REBAR INTERNATIONAL] (253) 840-1117 ADAM
7. [IRON LADY ENT.] PHILADELPHIA, PA (267) 973-8626 LM 9/4/14
8. [ANDERSONS EROSION CONTROL] (541) 998-2062
JIM@ANDERSONS.COM
9. [THE BAG LADY] (253) 435-9150 STEVE WILL BID.
10. [OUTWEST LANDSCAPING] (360) 863-2797 NICOLE WILL LOOK.
11. [BRIAR GROUP] (253) 815-0477 EMAILED CAROL @ RAPID GEO.COM
9/4/14
12. [SK LANDSCAPE] (253) 722-5833 EMAILED SANDORA @ SK
13. [TWO TWO WINDS CONST] (253) 732-3857 EMAILED THEM
14. [THE RODRIGUEZ CORP.] (503) 245-0679 EMAILED FERNANDO
15. [AMERICAN COATINGS] EMAILED TAMMI (253) 770-4093 EXT. 5

7/10/14

DBE PARTICIPATION - TRUCKING

MATT NEWELL @ SILVER STREAK SAYS

100% OF THE TRUCKS TO BE USED ARE

OWNED BY SILVER STREAK.

*GOOD FAITH
DOCUMENTATION*

David Bloch

From: David Bloch
Sent: Wednesday, September 03, 2014 2:25 PM
To: 'METRO@METROPAINTINGSEATTLE.COM'
Subject: Saltwater State Park Bridge Siesmic Retrofit
Hi Sharon,

Project bids September 10th and is on Builders Exchange under City of Des Moines. 10% DBE goal.

Pigmented Concrete Sealer
Bridge Traffic Line Painting
Traffic Control

Are all on this project. Engr. est. is 2.8-3.2 M.

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch
Sent: Thursday, September 04, 2014 8:13 AM
To: 'SANDRA@SKLANDSCAPELLC.COM'
Subject: Salt Water State Park Bridge Siesmic Retrofit Project

Hi Sandra,

This project with the City of Des Moines bids Sept. 10th. 10% DBE goal. Plans and specs on bxwa (builders exchange). Erosion control and landscaping are needed. Would you be interested in bidding as a DBE subcontractor on this project??

Let me know.

Regards,

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch

Sent: Thursday, September 04, 2014 8:24 AM

To: 'twotwoconstruction@gmail.com'

Subject: Salt Water State Park Bridge Siesmic Retrofits Project

This project witht he City of Des Moines bids September 10th. 10% DBE goal on project. Plans and specs are available on the Builders Exchange of Washington (BXWA). Erosion Control is needed. Would your company be interested in bidding as a DBE subcontractor?

Let me know,

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch
Sent: Thursday, September 04, 2014 8:25 AM
To: 'twotwowinds@gmail.com'
Subject: FW: Salt Water State Park Bridge Siesmic Retrofits Project

From: David Bloch
Sent: Thursday, September 04, 2014 8:24 AM
To: 'twoconstruction@gmail.com'
Subject: Salt Water State Park Bridge Siesmic Retrofits Project

This project witht he City of Des Moines bids September 10th. 10% DBE goal on project. Plans and specs are available on the Builders Exchange of Washington (BXWA). Erosion Control is needed. Would your company be interested in bidding as a DBE subcontractor?

Let me know,

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch

Sent: Thursday, September 04, 2014 8:44 AM

To: 'Michelle Willoughby (McCloskey)'

Subject: Salt Water State Park Bridge Siesmic Upgrades

Hi Michelle,

Bids September 10th with City of Des Moines. Plans and specs on bxwa. 10% DBE goal. Will you bid as a DBE subcontractor? Let me know.

Thank you,

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch
Sent: Thursday, September 04, 2014 8:58 AM
To: 'THERODCORP@MSN.COM'
Subject: Salt Water State Park Bridge Siesmic Retrofits
Hi Fernando,

This project has pigmented sealer for the bridge columns. Also 10% DBE. Bids Sept. 10th. Plans and specs with bxwa under City of Des Moines WA. Are you interested in bidding as a DBE sub on this one??

Let me know as usual. Thanks.

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch
Sent: Thursday, September 04, 2014 9:02 AM
To: 'Tahni Hartso'
Subject: Salt Water State Park Bridge Siesmic Retrofits

Hi Tahni,

This project witht he City of Des Moines bids Sept. 10th. 10% DBE. Pigmented Sealer for the bridge columns. Plans and specs on bxwa (Builders Exchange). Can you bid as a DBE Subcontractor??

Let me know and thank you.

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch

Sent: Wednesday, September 03, 2014 3:21 PM

To: 'Jim Anderson'

Subject: Salt Water State Park Bridge Siesmic Retofits

With the City of Des Moines in WA state. Plans/specs on bxwa (Builders Exchange) Bids Sept. 10th. 2.8-3.2M engr. est. 10% DBE goal.

Would like erosion control bid and landscaping if you do it from your company.

regards,

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

Local Agency Name
City of Des Moines

Local Agency Address
21650 11th Avenue South
Des Moines, WA 98198

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Saltwater State Park Seismic Retrofit

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name Mc CLURE AND SONS
Work to be Performed PLUMBING

Subcontractor Name Mc CLURE AND SONS
Work to be Performed HVAC

Subcontractor Name DALTON ELECTRIC
Work to be Performed ELECTRICAL

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services; purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. This contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three-years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1381. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable; that the plan or program is financially responsible; and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person, or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1918, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

I. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below:

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

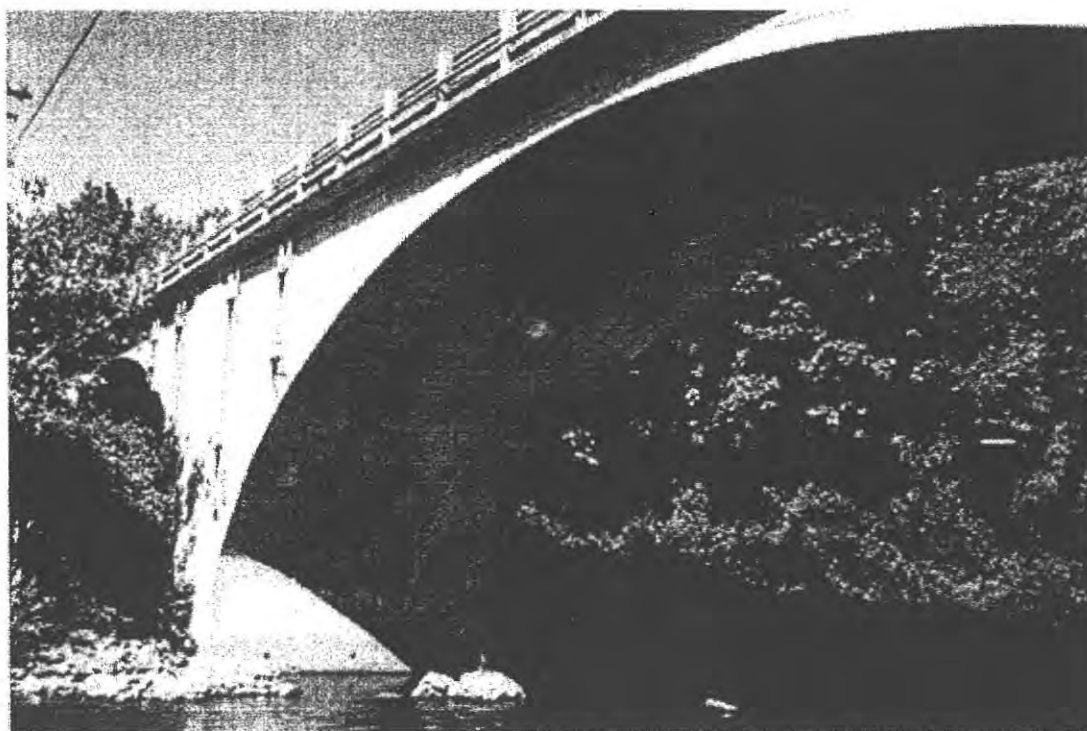


PROJECT REFERENCE

PROJECT		Konasket Arch Bridge Seismic Upgrade		3075
OWNER/CONTACT	Owner: King Couty	Owner Contact	Phone #: 206-296-8023	
	821 Second Ave., Seattle, Wa 98104-1598	Frank Overton	Email:	
START DATE	August 1999			
SUBSTANTIAL COMPLETION DATE	February 2000			
FINAL CONTRACT AMOUNT	\$576,725			

PROJECT DESCRIPTION:

Building of the Kanaskat Bridge consisted of Level II seismic retrofitting. Removing of existing tie rods, and installation of new tie rods, steel casing, and beam assemblies. Drilling and installation of rock anchors, dowel bars, and concrete corner connections along the arch. G13 Construction of 7,764 lb. steel-reinforcements for bridge, including 900 hours of traffic control labor, and 6 tons of asphalt concrete pavement Class B.



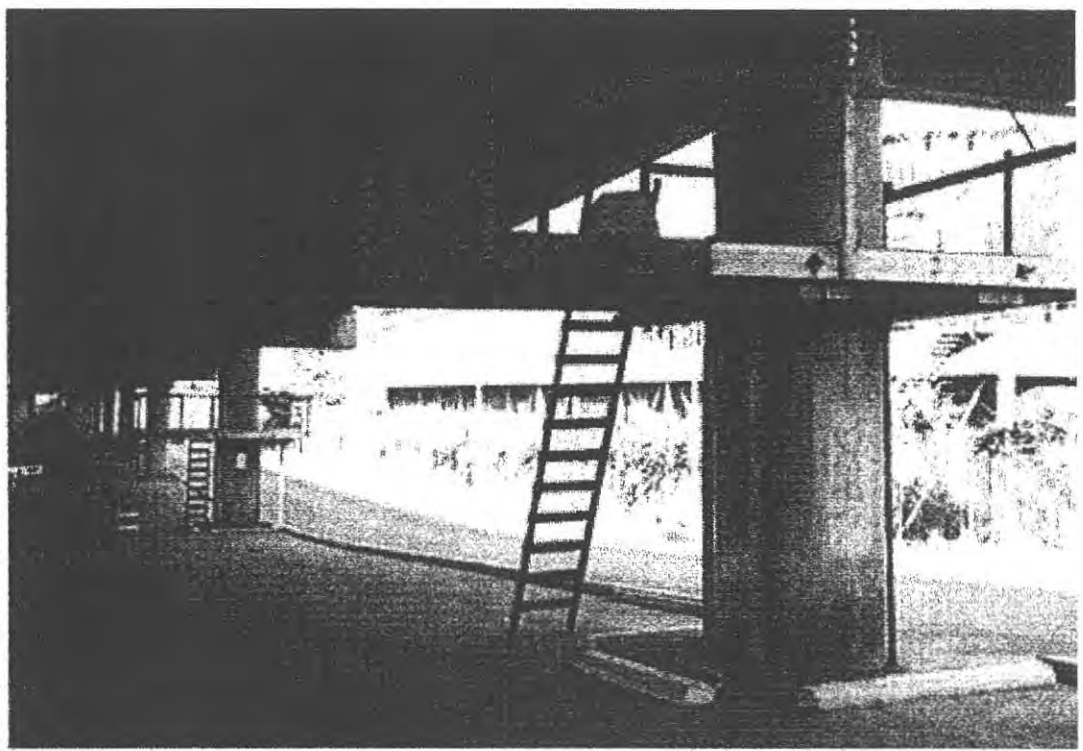


PROJECT REFERENCE

PROJECT		West Seattle Bridge & Expressway Seismic Upgrade		3011
OWNER/CONTACT	Owner	Owner Contact	Phone #:	
	City of Seattle		Email:	
Completion Date	1991			
FINAL CONTRACT AMOUNT	\$1,500,000			

PROJECT DESCRIPTION:

Building of the West Seattle Bridge consisted of seismic upgrades, crack injection, and post tension rehab.



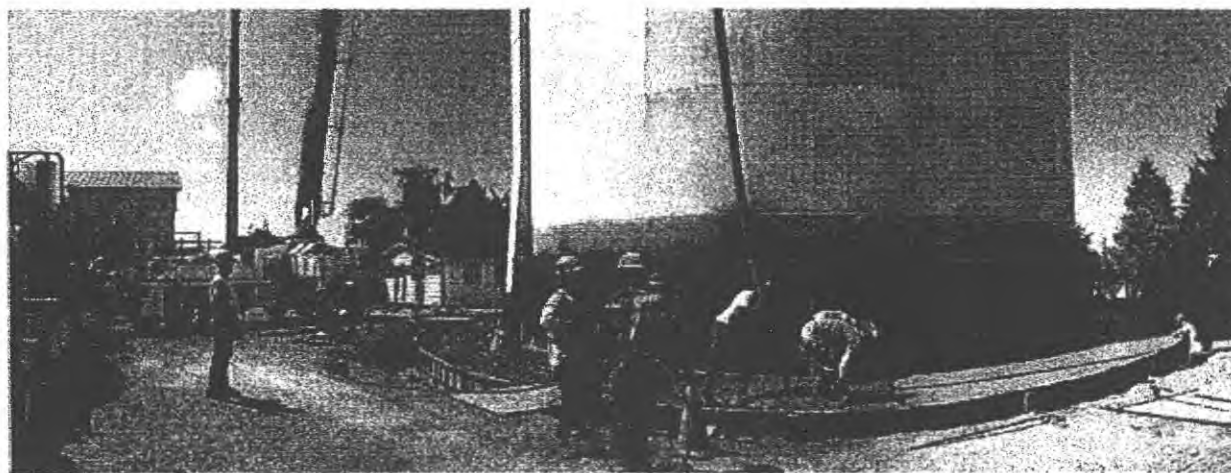


PROJECT REFERENCE

PROJECT		Mt.View/Egewood Seismic Retrofit of S. Reservoirs		3176
OWNER/CONTACT	Owner: Mt.View Edgewood 11610 32nd Street E, Edmond, WA 98372	Owner Contact Mike Craig	Phone #: 253-863-7348 Email: mikec@ mtvewater.com	
ENGINEER/CONTACT	Engineer: RH2 Engineering 22722 29th Dr. SE, Ste 210, Bothell, WA 98021	Engineer Contact Jon Conner, PE	Phone #: 425-951-5400 Email: jconner@rh2.com	
START DATE	March 2012			
SUBSTANTIAL COMPLETION DATE	March 2012			
FINAL CONTRACT AMOUNT	\$535,052			

PROJECT DESCRIPTION:

The Mt. View/Egewood project consisted of the seismic retrofit of the south reservoirs. Including the foundation expansion for two steel reservoirs, site work, including: landscaping, fencing, and utilities.





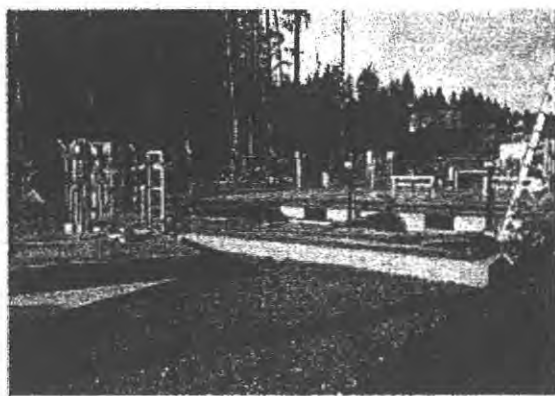
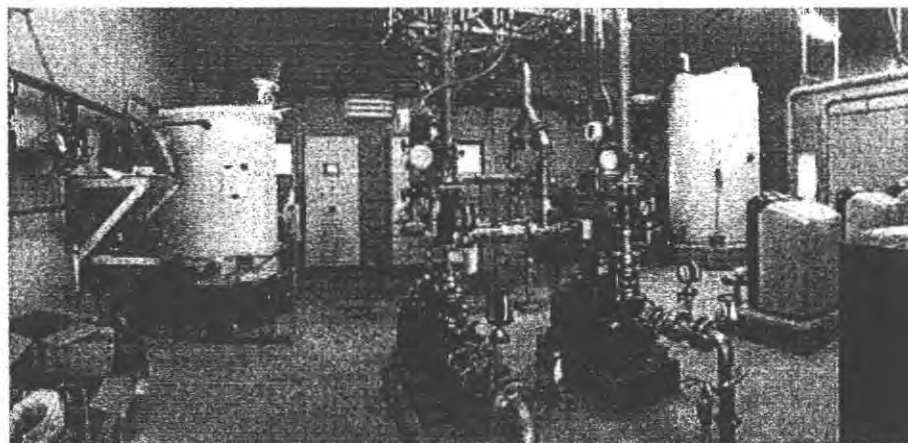
PROJECT REFERENCE

PROJECT		HPC WWRF& Infiltration System, Phase 1		3181
OWNER/CONTACT	Owner	Owner Contact	Phone #: 360-425-4232	
	Skokomish Tribal Council	Leannea Wolfe	Email: lwolfe@skokomish.org	
ENGINEER/CONTACT	Engineer Firm Name	Engineer Contact Name	Phone #: 206-284-0860	
	Gray & Osborne	Eric Nutting	Email: enutting@g-o.com	
START DATE	June 2012			
COMPLETION DATE	September 2013 (Substainstial) June 2014 (Final)			
FINAL CONTRACT AMOUNT	\$4,289,174			
PROJECT DESCRIPTION:				

-Construction of a new outfall structure consisting of intake pipelines, control valves, temperature and metering instruments, precast vaults and catch basins, new outfall piping requiring trenching, excavation, backfill and compaction, and installation of a swale

-Installation of temporary dewatering system

-Associated site work, electrical work, instrumentation, painting and demolition



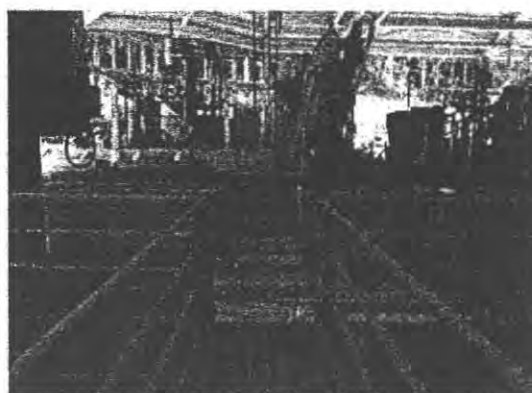
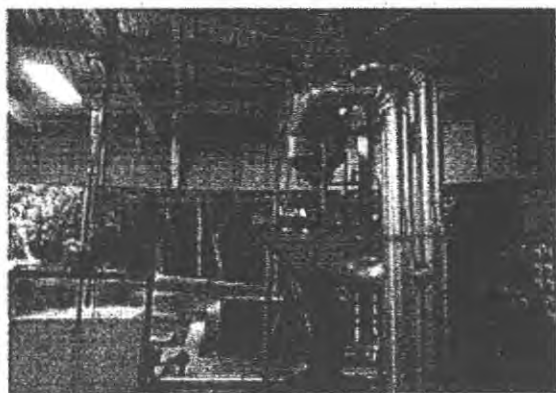
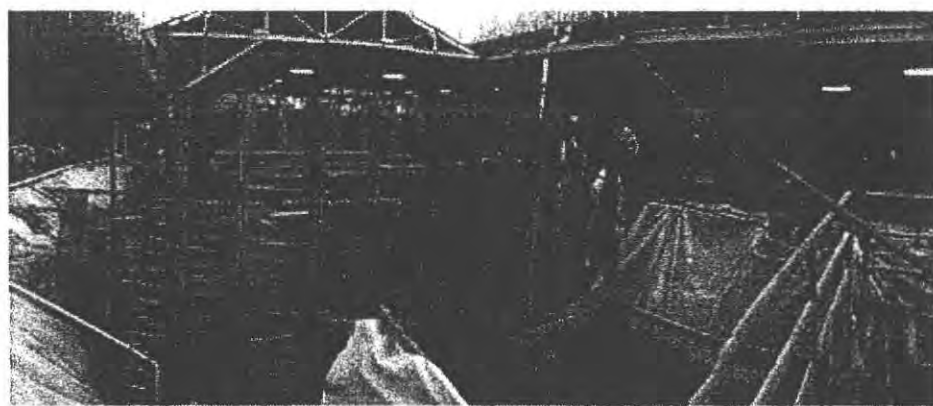


PROJECT REFERENCE

Project		Big Gulch Headworks Improvements		3178
OWNER/CONTACT	Owner	Owner Contact	Phone #: 425-355-6637	
	City of Mukilteo WWD	Gill Bridges	Email: gilb@mukilteowwd.org	
ENGINEER/CONTACT	Engineer Firm Name	Engineer Contact Name	Phone #: 206-284-0860	
	Gray & Osborne	Harry Sellers	Email: hsellers@g-o.com	
START DATE	May 2012			
COMPLETION DATE	September 2013 Final Completion March 2014			
FINAL CONTRACT AMOUNT	\$3,544,531			

PROJECT DESCRIPTION:

This project included the partial demolition of an existing canopy structure, existing headworks, and site fencing and piping. The project improvements included a soldier pile wall, new influent sewers, retaining walls with fencing, and access road improvements with a new automated gate; installation of a parshall flume, an owner-provided new mechanical screen and grit removal system complete with classifier and compactor; a new selector unit complete with mixers; piping, gates and valves; electrical and controls; reinstallation of the canopy along with site lighting; and other site improvements for a complete workable system. Also included in the project was a new fuel tank for the operation of the auxiliary generator and a dry fire protection system.





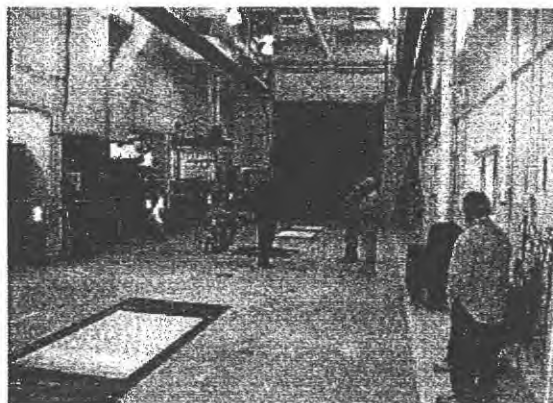
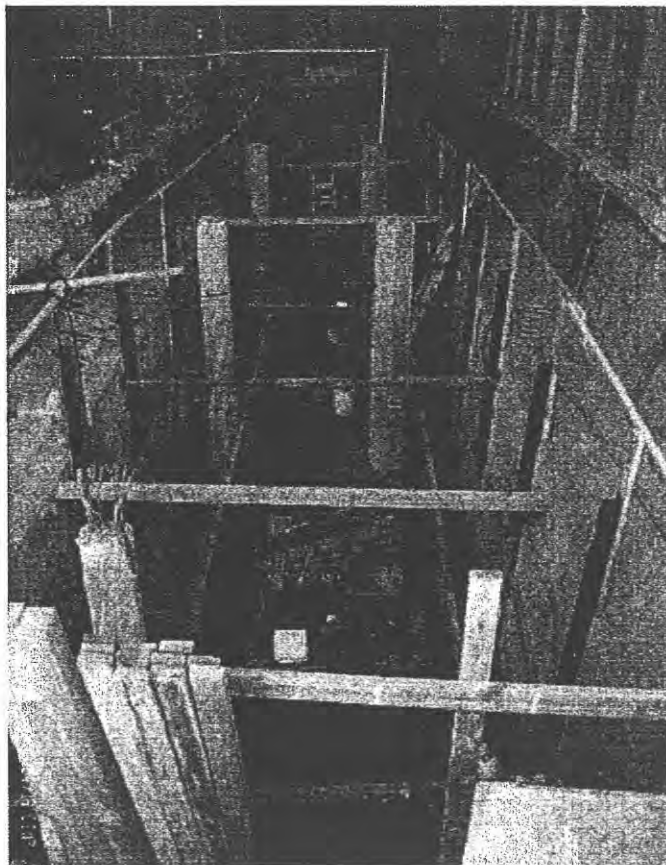
PROJECT REFERENCE

PROJECT		Central Base Hydraulic Lift Replacement		3172
OWNER/CONTACT	Owner: King County DOT 11911 E. Marginal Way S, Bldg B, Tukwila, WA 98168	Owner Contact James Carlson	Phone #: 206-384-2406 Email: jim.carlson@kingcounty.gov	
START DATE	September 2011			
SUBSTANTIAL COMPLETION DATE	October 2012	FINAL COMPLETION DATE	March 2013	
FINAL CONTRACT AMOUNT	\$1,415,061 (no sales tax)			

PROJECT DESCRIPTION:

This project consisted of:

Removal of hydraulic lift equipment from four bus bays and replace with three axle lifts and one custom platform lift. Activities included demolition (structural, mechanical and electrical), site prep, dewatering, piping/plumbing, concrete, platform lift (Bay 10), and electrical.



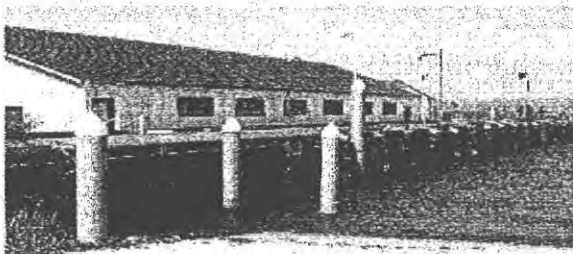
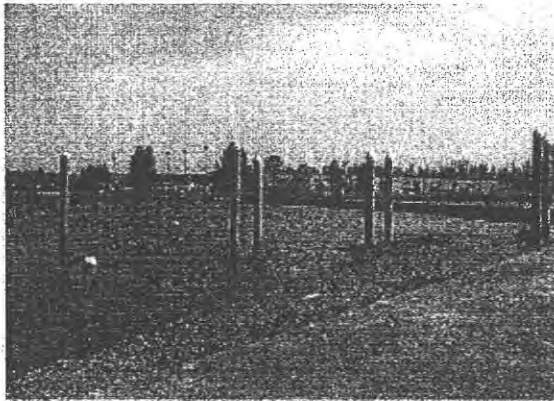


PROJECT REFERENCE

Job Name		Sand Point Magnuson Park		3098
OWNER/CONTACT	Owner City of Seattle	Owner Contact Garrett Farrell	Phone #: 206-233-7921 Email:	
ENGINEER/CONTACT	Engineer Firm Name Anchor Environmental	Engineer Contact Name Gissele Sassen	Phone #: 360-733-4311 Email:	
START DATE	November 2005			
COMPLETION DATE	February 2006			
FINAL CONTRACT AMOUNT	\$961,603			

PROJECT DESCRIPTION:

This construction project consisted of: the placement of imported shoreline material including beach gravels, rock riprap, anchored logs, erosion control, installation of new steel pilings, pre-cast concrete launch ramp, steel beam guide system, structural and log boom pilings and floating docks. All construction was performed over water under SEPA and shoreline guidelines.



Equipment owned by MSI that could be used on this project.

* - indicates specialized equipment

Backhoes

Backhoe - CAT 426
Backhoe - CAT 446
Backhoe - CAT 215D LC
Backhoe - CAT 225D
Backhoe - CAT 231D
Backhoe - CAT 235C
Backhoe - CAT 245B
Backhoe - Case 580 E
Backhoe - CAT 416C
Backhoe - John Deere 510

Dump Trucks

Dump Truck (10 CY, End Dump)
Dump Truck - On Road (Mack, White)
Dump Truck - On Road (GMC, Red)
Dump Truck - Morooka MST-1500 *
Dump Truck - Morooka MST-2200 *

Dozers

Bull Dozer - Komatsu D39E
Bull Dozer - CAT D5HLGP *
Bull Dozer - CAT D5H
Bull Dozer - John Deere 450H LGP
Front End Wheeled Loader - CAT 924F *

Skid Steers

Skid Steer - CAT 242
Skid Steer - CAT 247B
Skid Steer - Bobcat 753
Skid Steer - CAT 246

Excavators

Excavator - Hitachi EX200LC
Excavator - Hitachi EX225
Excavator - CAT 330BL *
Excavator - CAT 330LL *
Excavator - CAT 312
Excavator - CAT 311C
Excavator - John Deere 490D
Mini-Excavator - Bobcat 337
Mini-Excavator - Bobcat 337D
Mini-Excavator - John Deere 27C

Scissor Lifts

Scissor Lift - SkyJack SJM 3015
Scissor Lift - I.C. Self Propelled

Cranes

Hydraulic Crane Rough Terrain - Grove RT528C
Hydraulic Crane Rough Terrain - Grove RT620S
Hydraulic Crane Rough Terrain - Grove RT75S *
Hydraulic Crane Rough Terrain - P&H 40Ton
Truck Crane (Lattice Boom) - P&H PH670TC *
Telescopic Crane for Truck Mount

Forklifts

Forklift Rough Terrain - Skytrak 8042L
Forklift Rough Terrain - Skytrak 3606M
Forklift Rough Terrain - Skytrak 6036
Forklift Rough Terrain - CAT TH62
Forklift Rough Terrain - CAT TH83
Forklift Rough Terrain - CAT TH103 *

Compactors

Compactor - Plate (Gas)
Compactor - Rammer (Gas)
Compactor - Tandem (Gas)
Compactor - Single Drum

Welders

Welder - Gas
Welder - Diesel
Welder - Electric

Generators

Generator Sets - Small (1.5 kW)
Generator Sets - Small (2.5 kW)
Generator Sets - Small (3.5 kW)
Generator Set - Large (175 kW)

Air Compressors

Air Compressor - Portable (Gas, 125 cfm)
Air Compressor - Portable (Gas, 175 cfm)
Air Compressor - Portable (Diesel, 160 cfm)
Air Compressor - Portable (Diesel, 185 cfm)
Air Compressor - Portable (Diesel, 375 cfm)

Miscellaneous Equipment

Well Point Dewatering System *
Concrete Cutting Track System *
Video Security System *
Concrete Gang Form - Aluma/Symons *
Grooving Machine *
Trench/Manhole Boxes *
Conveyor Concrete/Aggregate *
Godwin Model HL80M Bypass Pump *
Godwin Model CD150MV Dewatering Pump

Andrew Merges

From: Segami, Phil [SegamiP@wsdot.wa.gov]
Sent: Tuesday, September 16, 2014 2:47 PM
To: Andrew Merges; Haslam, Harry
Cc: Brandon Carver; Dan Brewer; Dick Egolf (degolf@xltech.com); 'Roger Horton'
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Andrew,

Good Faith Effort(GFE) documentation is submitted as part of the bid package in the event the bidder cannot meet the DBE goal. The GFE package should demonstrate that the contractor made reasonable efforts to contact and receive quotes from certified DBE contractors to team on the project. The GFE documentation submitted has no bearing on the determination to reject the bid. As stated on the DBE Written Confirmation Document(DBEWCD), "The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification(DBEUC). **Failure to do so will result in bid rejection...**" The "Amount to be Applied Toward Goal" was left blank on both the Rebar International Inc. and Silver Streak Inc. DBEWCD submittals. Both are not consistent with the submitted DBEUC.

Phil

From: Andrew Merges [mailto:AMerges@desmoineswa.gov]
Sent: Tuesday, September 16, 2014 1:46 PM
To: Haslam, Harry; Segami, Phil
Cc: Brandon Carver; Dan Brewer; Dick Egolf (degolf@xltech.com); 'Roger Horton'
Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Harry and Phil,

Good afternoon.

We have received a letter from the non-responsive low bidder requesting clarification on our determination (attached). I have also included the City's letter to MSI concerning the determination as well as their DBE participation forms submitted in the proposal.

Can WSDOT provide the City with direction for response to MSI's letter concerning DBE participation form execution as well as their good faith effort of intent?

Thank you.

Andrew Merges, P.E.

Associate Transportation Engineer
 City of Des Moines
 21650 11th Avenue South
 Des Moines, WA 98198-6317
 (p) 206-870-6568
 (f) 206-870-6596

From: Haslam, Harry [mailto:HaslamH@wsdot.wa.gov]
Sent: Monday, September 15, 2014 11:39 AM
To: Andrew Merges

Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

If you get any objection from the contractor, note that the DBE Written Confirmation forms clearly state that entries must be consistent with what is shown on the bidders DBE Utilization Certification form, and that failure to do so will result in bid rejection.

From: Andrew Merges [<mailto:AMerges@desmoineswa.gov>]

Sent: Monday, September 15, 2014 11:28 AM

To: Haslam, Harry

Subject: RE: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Thanks Harry.

Andrew Merges, P.E.

Associate Transportation Engineer

City of Des Moines

21650 11th Avenue South

Des Moines, WA 98198-6317

(p) 206-870-6568

(f) 206-870-6596

From: Haslam, Harry [<mailto:HaslamH@wsdot.wa.gov>]

Sent: Monday, September 15, 2014 11:04 AM

To: Andrew Merges

Cc: Brandon Carver; Segami, Phil; Mott, Jade

Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

You are correct. As noted per 26.2(5) of the LAG Manual, failure to accurately complete the DBE forms is considered evidence that the proposal is unresponsive, and therefore, not eligible for award. Thus, failure to note the amounts that apply to the DBE goal on the DBE Written Confirmation forms for Rebar International and Silver Streak, is grounds for declaring the bid for McClure and Sons non-responsive.

From: Mott, Jade

Sent: Monday, September 15, 2014 10:08 AM

To: Haslam, Harry

Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Can you help?? Phil is not in. 10% DBE goal.

From: Andrew Merges [<mailto:AMerges@desmoineswa.gov>]

Sent: Monday, September 15, 2014 10:02 AM

To: Segami, Phil

Cc: Mott, Jade; Brandon Carver; Dick Egolf; 'Roger Horton'; Dan Brewer; Pat Bosmans

Subject: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

Phil,

Good morning and hope you had a great weekend.

With our review of the bridge project bid proposals, we have concluded that the low bidder is non-responsive due to the omission of the "Amount to be Applied Towards Goal" on the Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document (422-031A EF), PDF sheets 3 & 4. Can you please review and let us know if this is an appropriate decision?

I will also be sending you the Award data for the responsive bidder shortly.

Thank you.

Andrew Merges, P.E.

Associate Transportation Engineer

City of Des Moines

21650 11th Avenue South

Des Moines, WA 98198-6317

(p) 206-870-6568

(f) 206-870-6596

Andrew Merges

From: Haslam, Harry [HaslamH@wsdot.wa.gov]
Sent: Monday, September 15, 2014 11:04 AM
To: Andrew Merges
Cc: Brandon Carver; Segami, Phil; Mott, Jade
Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST
Attachments: MX-3100N_20140915_100458.pdf

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From: Mott, Jade
Sent: Monday, September 15, 2014 10:08 AM
To: Haslam, Harry
Subject: FW: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

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From: Andrew Merges [<mailto:AMerges@desmoineswa.gov>]
Sent: Monday, September 15, 2014 10:02 AM
To: Segami, Phil
Cc: Mott, Jade; Brandon Carver; Dick Egolf; 'Roger Horton'; Dan Brewer; Pat Bosmans
Subject: Des Moines Saltwater State Park Bridge Seismic Retrofit BHM 1051(007) - NON-RESPONSIVE LOW BID CONCURRENCE REQUEST

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Thank you.

Andrew Merges, P.E.
 Associate Transportation Engineer
 City of Des Moines
 21650 11th Avenue South
 Des Moines, WA 98198-6317
 (p) 206-870-6568
 (f) 206-870-6596

City of Des Moines

Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder's Disadvantaged Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-664-9750 or Toll Free 1-866-208-1064.

McClure and Sons, Inc.

certifies that the Disadvantaged Business Enterprise (DBE)

(Box 1) Name of Bidder

Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Column 1 Name of DBE Certificate Number	Column 2 Project Role (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer)	Column 3 Description of Work	Column 4 Amount to be Applied Towards Goal
1. METRO PAINTING D2F0021643	SUBCONTRACTOR	COATINGS	NOT BIDDING- ZERO
2. COAT FLAGGING 05F1021136	SUBCONTRACTOR	TRAFFIC CONTROL	
3. REBAR INTERNATIONAL D2F2606440	SUBCONTRACTOR	REBAR, METAL PLATES	272,752
4. AI ALLIANCE GEOMATICS 04M0022928	SUBCONTRACTOR	SURVEYING	11,800
5. THE ROBINETTE CORP. 05M0019495	SUBCONTRACTOR	COATINGS	
6. SILVER STREAK 0W2F7218670	SUBCONTRACTOR	TRUCKING	10,000
7. THE BAE LADY 02F0016394	SUBCONTRACTOR	EROSION CONTROL	
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal:

10%

DBE Total \$

294,552 ***

Box 2

Box 3

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Crediting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.

SR

City of Des Moines

21650 11th Avenue South
Des Moines, WA 98198

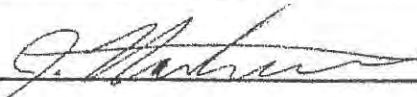
Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: City of Des Moines Saltwater State Park Bridge Seismic Retrofit

Bidder's Business Name: McCLURE AND SONS

DBE's Business Name: 1 Alliance Geomatics, LLC

DBE Signature: 

DBE's Title: President

Date: August 8, 2013

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: Construction Surveying Services

Amount to be Applied Towards Goal: \$11,800

SR

DOT Form 422-031A EF
07/2011

City of Des Moines

21650 11th Avenue South
Des Moines, WA 98198

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

CITY OF DES MOINES, WA

Contract Title: SALTWATER PARK BRIDGE SEISMIC RETROFIT

Bidder's Business Name: McClure and Sons

DBE's Business Name: REBAR INTERNATIONAL, INC

DBE Signature: 

DBE's Title: V.P.

Date: 9/10/2014

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: REBAR INSTALLATION ON HIGHWAY, BRIDGE, AND
ELEVATED STRUCTURE

Amount to be Applied Towards Goal: _____

SR

DOT Form 422-031A EF
07/2011

City of Des Moines

21650 11th Avenue South
Des Moines, WA 98198

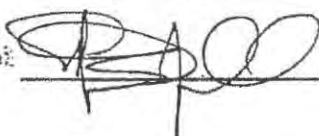
Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: CITY OF DES MOINES, WA
SALT WATER PARK BRIDGE
SEISMIC RETROFIT

Bidder's Business Name: MCCLURE & SONS INC.

DBE's Business Name: Silver Struck inc

DBE's Signature: 

DBE's Title: Estimating

Date: 9.10.14

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision: Disadvantaged Business Enterprise Condition of Award Participation.

Description of Work: Dump Trucking

Amount to be Applied Towards Goal: _____

MyDJC

GOOD FAITH
DOCUMENTATION

Personalized for LES

logoff



Wednesday, September 10, 2014

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For a complete listing of all Sub Bids Requested click here.

SUB-BIDS REQUESTED FOR

SALTWATER STATE PARK

BRIDGE SEISMIC RETROFIT • DES MOINES, WA

Bid Date: September 10, 2014 at 2 pm

MCCLURE AND SONS INC.
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999, FAX (425) 316-6789
EMAIL: Bids@mcclureandsons.com
www.mcclureandsons.com

We are an equal opportunity employer and request sub-bids from all subcontractors and suppliers including all Small, Minority, Women, Disadvantaged, Veteran, Disabled Veteran business enterprises. We are committed to a drug-free worksite.

#MCCLUSH101MJ
(S858072)

t f s

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FEATURED NOTICE

City of Des Moines Senior Activity Center Generator

New Bid Calls 4

New Consultant Notices 1

New Supply Bids 1

New Sub Bids Requested

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SALTWATER STATE PARK
BRIDGE SEISMIC
RETROFIT DES MOINES,
WA
McClure and Sons Inc.

more »

**King County
LAWYERS'
DIRECTORY**



9/3/14

DBE GOOD FAITH CALLS SEATWATER ST. PARK - DES MOINES

1. [BC TRAFFIC] (360) 895-1000
2. [COAT FLAGGING] (503) 467-6386 DISCUSSED W/ RICHY
3. [THE TRAFFIC CONTROL CO. INC.] (360) 532-3093 LEFT MESSAGE W/ MICHELLE
4. [METRO PAINTING] (206) 282-0480 SHARON & EMAILED MARINA
5. [HOT MIX PAVERS] (206) 324-0106 LM, EMAILED 9/4/14
6. [REBAR INTERNATIONAL] (253) 840-1117 ADAM
7. [IRON LADY ENT.] PHILADELPHIA, PA (267) 973-8626 LM 9/4/14
8. [ANDERSONS EROSION CONTROL] (541) 998-2062
JIM@ANDERSONS.COM
9. [THE BAG LADY] (253) 435-9150 STEVE WILL BIO.
10. [CARTWEST LANDSCAPING] (360) 863-2797 NICOLE WILL LOOK.
11. [BLUM GROUP] (253) 815-0477 EMAILED CAROL@BLUMGROUP.COM 9/4/14
12. [SK LANDSCAPE] (253) 722-5833 EMAILED SANDORA@SK
13. [TWO TWO WINDS CONST] (253) 732-3857 EMAILED THEM
14. [THE RODRIGUEZ CORP.] (503) 245-0679 EMAILED FERNANDO
15. [AMERICAN COATINGS] EMAILED TAMMI (253) 770-4693 EXT. 5

7/10/14

USE PARTICIPATION - TRUCKING

WATT NEWELL & SILVER STREAK SAYS

100% OF THE TRUCKS TO BE USED ARE

OWNED BY SILVER STREAK.

GOOD FAITH
DOCUMENTATION

David Bloch

From: David Bloch
Sent: Wednesday, September 03, 2014 2:25 PM
To: 'METRO@METROPAINTINGSEATTLE.COM'
Subject: Saltwater State Park Bridge Siesmic Retrofit
Hi Sharon,

Project bids September 10th and is on Builders Exchange under City of Des Moines. 10% DBE goal.

Pigmented Concrete Sealer
Bridge Traffic Line Painting
Traffic Control

Are all on this project. Engr. est. is 2.8-3.2 M.

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch
Sent: Thursday, September 04, 2014 8:13 AM
To: 'SANDRA@SKLANDSCAPELLC.COM'
Subject: Salt Water State Park Bridge Siesmic Retrofit Project

Hi Sandra,

This project with the City of Des Moines bids Sept. 10th. 10% DBE goal. Plans and specs on bxwa (builders exchange). Erosion control and landscaping are needed. Would you be interested in bidding as a DBE subcontractor on this project??

Let me know.

Regards,

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

9/10/2014

201

David Bloch

From: David Bloch

Sent: Thursday, September 04, 2014 8:24 AM

To: 'twotwoconstruction@gmail.com'

Subject: Salt Water State Park Bridge Siesmic Retrofits Project

This project witht he City of Des Moines bids September 10th. 10% DBE goal on project. Plans and specs are available on the Builders Exchange of Washington (BXWA). Erosion Control is needed. Would your company be interested in bidding as a DBE subcontractor?

Let me know,

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch
Sent: Thursday, September 04, 2014 8:25 AM
To: 'twotwowinds@gmail.com'
Subject: FW: Salt Water State Park Bridge Siesmic Retrofits Project

From: David Bloch
Sent: Thursday, September 04, 2014 8:24 AM
To: 'twotwoconstruction@gmail.com'
Subject: Salt Water State Park Bridge Siesmic Retrofits Project

This project witht he City of Des Moines bids September 10th. 10% DBE goal on project. Plans and specs are available on the Builders Exchange of Washington (BXWA). Erosion Control is needed. Would your company be interested in bidding as a DBE subcontractor?

Let me know,

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch
Sent: Thursday, September 04, 2014 8:44 AM
To: 'Michelle Willoughby (McCloskey)'
Subject: Salt Water State Park Bridge Siesmic Upgrades

Hi Michelle,

Bids September 10th with City of Des Moines. Plans and specs on bxwa. 10% DBE goal. Will you bid as a DBE subcontractor? Let me know.

Thank you,

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch
Sent: Thursday, September 04, 2014 8:58 AM
To: 'THERODCORP@MSN.COM'
Subject: Salt Water State Park Bridge Siesmic Retrofits
Hi Fernando,

This project has pigmented sealer for the bridge columns. Also 10% DBE. Bids Sept. 10th. Plans and specs with bxwa under City of Des Moines WA. Are you interested in bidding as a DBE sub on this one??

Let me know as usual. Thanks.

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch
Sent: Thursday, September 04, 2014 9:02 AM
To: 'Tahni Hartso'
Subject: Salt Water State Park Bridge Siesmic Retrofits

Hi Tahni,

This project witht he City of Des Moines bids Sept. 10th. 10% DBE. Pigmented Sealer for the bridge columns. Plans and specs on bxwa (Builders Exchange). Can you bid as a DBE Subcontractor??

Let me know and thank you.

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999

David Bloch

From: David Bloch

Sent: Wednesday, September 03, 2014 3:21 PM

To: 'Jim Anderson'

Subject: Salt Water State Park Bridge Siesmic Retrofits

With the City of Des Moines in WA state. Plans/specs on bxwa (Builders Exchange) Bids Sept. 10th. 2.8-3.2M engr. est. 10% DBE goal.

Would like erosion control bid and landscaping if you do it from your company.

regards,

David Bloch
McClure and Sons
15714 Country Club Drive
Mill Creek, WA 98012
(425) 316-6999



2014 - 2019 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY Transportation

PROJECT Saltwater State Park Bridge Seismic Retrofit

LOCATION Marine View Drive and S. 252nd St.

DESCRIPTION: Repairs and seismic retrofitting of the bridge. Patch and repair spalling areas.

PROJECT NO. 319.326

Project Type: Restore/rehat

Council Goals met: 1, 2

Council Objectives met:

Project Status Adopted

EXPENDITURE SCHEDULE													
COST ELEMENTS	TOTAL*	Prior Years	FY 10 Act	FY 11 Act	FY 12 Act	FY 13 Est	FY 13 Amend	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19
ADMIN/City Staff (BRAC)	\$ 35,265	\$ -	\$ -			\$ 17,000	\$ 35,265	\$ 18,265					
ADMIN/City Staff (Local)	42,046	31,792	86			5,000	10,168	5,168					
DESIGN / ENGINEERING (BRAC)	425,000					200,000	425,000	225,000					
DESIGN / ENGINEERING (Local)	256,987	138,437				59,000	118,550	59,550					
LAND	-												
BUILDINGS	-												
IMPROVEMENTS (BRAC)	1,628,630							1,628,630					
IMPROVEMENTS (Local)	179,285							179,285					
CONTINGENCY (BRAC)	141,620							141,620					
CONTINGENCY (Local)	75,000							75,000					
CM, CE, & Insp. (BRAC)	325,726							325,726					
CM, CE, & Insp. (Local)	28,062							28,062					
SALES TAX	-												
OTHER	-												
TOTAL	\$ 3,137,621	\$ 170,229	\$ 86			\$ 281,000	\$ 588,983	\$ 2,686,306					

UNFUNDED IMPROVEMENTS

FUNDING SOURCES	TOTAL*	Prior Years	FY 10 Act	FY 11 Act	FY 12 Act	FY 13 Est	FY 13 Amend	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19
Arterial Street Fund	\$ 130,980	\$ 130,980				\$ -	\$ -	\$ -					
STP Funds (Unconfirmed)	-												
Transportation CIP Fund	411,400	249	86			64,000	128,718	347,065					
2008 Bond Proceeds	39,000	39,000											
BRAC (Confirmed)	2,556,241					217,000	460,265	2,339,241					
TOTAL	\$ 3,137,621	\$ 170,229	\$ 86			\$ 281,000	\$ 588,983	\$ 2,686,306					

*Excludes FY 13 Amd



2015 - 2020 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY Transportation

PROJECT Saltwater State Park Bridge Seismic Retrofit

LOCATION Marine View Drive and S. 252nd St.

DESCRIPTION: Repairs and seismic retrofitting of the bridge. Patch and repair spalling areas.

PROJECT NO. 319.326

Project Type: Restore/rehab

Council Goals met: 1, 2

Council Objectives met:

Project Status Adopted

EXPENDITURE SCHEDULE															
COST ELEMENTS	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 13 Est	2014 Carry Fwds	FY 14 Amend	FY 14 Adopted	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
ADMIN/City Staff (BRAC)	\$ 70,375	\$ -		\$ 12,534	\$ 17,000	\$ 4,466	\$ 22,731	\$ 18,265	\$ 27,466	\$ 30,375					
ADMIN/City Staff (Local)	36,503	31,878		2,091	5,000	2,909	8,077	5,168	2,534						
DESIGN / ENGINEERING (BRAC)	475,000			185,885	200,000	14,115	239,115	225,000	289,115						
DESIGN / ENGINEERING (Local)	256,987	138,437			59,000	59,000	118,550	59,550	118,550						
LAND	-						-								
BUILDINGS	-						-								
IMPROVEMENTS (BRAC)	2,383,218						1,628,630	1,628,630	953,287	1,429,931					
IMPROVEMENTS (Local)	351,570						179,285	179,285	140,628	210,942					
CONTINGENCY (BRAC)	250,000						141,620	141,620		250,000					
CONTINGENCY (Local)	20,000						75,000	75,000		20,000					
CM, CE, & Insp. (BRAC)	490,375						325,726	325,726	196,150	294,225					
CM, CE, & Insp. (Local)	-						28,062	28,062							
SALES TAX	-														
OTHER	-														
TOTAL	\$ 4,334,027	\$ 170,315		\$ 200,509	\$ 281,000	\$ 80,491	\$ 2,766,797	\$ 2,686,306	\$ 1,727,730	\$ 2,235,473					

UNFUNDED IMPROVEMENTS

FUNDING SOURCES	TOTAL*	Prior Years	FY 12 Act	FY 13 Act	FY 13 Est	2014 Carry Fwds	FY 14 Amend	FY 14 Adopted	FY 14 Est	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20
STP Funds (Unconfirmed)	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Transportation CIP Fund	623,969	131,315		200,509	64,000	(136,509)	210,556	347,065	61,203	230,942					
2008 Bond Proceeds	39,000	39,000					-								
BRAC (Confirmed)	3,671,058			-	217,000	217,000	2,556,241	2,339,241	1,666,527	2,004,531					
TOTAL	\$ 4,334,027	\$ 170,315		\$ 200,509	\$ 281,000	\$ 80,491	\$ 2,766,797	\$ 2,686,306	\$ 1,727,730	\$ 2,235,473					

*Excludes FY 14 Amd

JUSTIFICATION: The Saltwater Bridge is one of three bridges that the City owns and maintains. It was built in 1934 and has a span of approximately 570 feet. The bridge needs seismic retrofitting and repairs that have been identified in recent inspections conducted by King County bridge engineers. Both approaches to this bridge recently have experienced subsidence that required emergency repairs. Repairs to the south approach have been completed. Repairs to the north approach are considered to be temporary in nature and were not intended as a permanent solution. Permanent repairs to the north approach will be undertaken at a later date. The project would replace the pin and hanger system for both suspended sections of the bridge. Surface drainage improvements would also be addressed.

SCOPE OF WORK: This project includes design, environmental analysis, permit documentation, and preparation of plans, specifications and estimates by a consultant. It also includes construction by a contractor of the feasible improvements. Construction engineering and inspection will be done by a consultant.



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

211
AUG 26 2014
BY: *[Signature]*
August 19, 2014

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Mr. Daniel J. Brewer
Director-Planning, Building and Public Works
City of Des Moines
21650 11th Avenue South
Des Moines, Washington 98198-6317

**City of Des Moines
Saltwater State Park
Seismic Retrofit
BHM-1051(007)
Advance Construction Authorization**

Dear Mr. Brewer:

We have received FHWA Advance Construction fund authorization, effective August 15, 2014, for this project as follows:

PHASE	TOTAL	AC-FEDERAL
AC-Construction	\$3,488,375	\$3,488,375

Advance Construction authorization means you may proceed with this phase of work, but all costs associated with the AC-Federal share must be covered with local funds until additional federal funds are made available by FHWA. We anticipate converting the AC-Federal share to regular funding in October 2014. You will be notified when this has occurred, at which time billings can be processed for federal reimbursement.

Once you have received notification that your project has been converted you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

In addition, this supplement modifies your PE funds to a total of \$515,500 (\$515,000 federal share).

The following are required to ensure compliance with federal and state requirements:

- Advertisement of the project within six weeks of construction authorization.
- Submit the Award Data to the Region Local Programs Engineer prior to construction start.

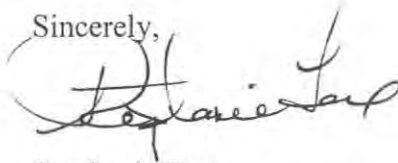
Mr. Daniel J. Brewer
City of Des Moines
August 19, 2014
Page 2

Enclosed for your information and file is a fully executed copy of Supplement Number 1 to Local Agency Agreement LA-8049 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

Your project has been assigned construction contract number TA-5091.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Tax", written over a circular stamp or seal.

Stephanie Tax
Manager, Program Management
Local Programs

ST:jg:ac
Enclosure

cc: Ed Conyers, Northwest Region Local Programs Engineer, MS NB82-121



Local Agency Agreement Supplement

Agency City of Des Moines		Supplement Number 1
Federal Aid Project Number BHM-1051(007)	Agreement Number LA 80 49	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 5/16/2013

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

The changes to the agreement are as follows:

Project Description

Name Saltwater State Park Seismic Retrofit Length 0.11 Mile

Termini Marine View Drive South (from S 252nd St to S 254th Pl

Description of Work ☐ No Change

SEE ATTACHED FOR FULL DESCRIPTION

Reason for Supplement

1. Increased FHWA funding participation through BRAC to combine (2) phase project into (1) phase with scope change approved.
PE Agency - Additional engineering and management for scope change.
PE Consultant - Additional engineering for scope change based on cost to complete.
2. Obligate for Project Construction.

Does this change require additional Right of Way or Easements? ☒ Yes ☐ No Advertisement Date: Aug 15, 2014

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 % Federal Aid Participation Ratio for PE	a. Agency	35,265.00	4,735.00	40,000.00		40,000.00
	b. Other Consultant	425,000.00	50,000.00	475,000.00		475,000.00
	c. Other					
	d. State		500.00	500.00	500.00	
	e. Total PE Cost Estimate (a+b+c+d)	460,265.00	55,235.00	515,500.00	500.00	515,000.00
Right of Way 0 % Federal Aid Participation Ratio for RW	f. Agency		18,308.00	18,308.00	18,308.00	
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)		18,308.00	18,308.00	18,308.00	
Construction 100 % Federal Aid Participation Ratio for CN	k. Contract		2,996,000.00	2,996,000.00		2,996,000.00
	l. Other CE Consultant		460,000.00	460,000.00		460,000.00
	m. Other					
	n. Other					
	o. Agency		30,375.00	30,375.00		30,375.00
	p. State		2,000.00	2,000.00		2,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)		3,488,375.00	3,488,375.00		3,488,375.00
r. Total Project Cost Estimate (e+j+q)		460,265.00	3,561,918.00	4,022,183.00	18,808.00	4,003,375.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By [Signature] 7/18/14

Title City Manager

Washington State Department of Transportation

By [Signature]

Director of Local Programs

Date Executed

AUG 13 2014

City of Des Moines

Project: Saltwater State Park Seismic Retrofit

Federal Aid Project Number: BHM-1051(007)

Subject: Local Agency Agreement Supplement & Prospectus Attachment

Description of Existing Conditions

The Saltwater State Park Bridge is located on Marine View Drive South, and carries traffic over a ravine that is approximately 100 feet deep. Saltwater State Park and McSorley Creek are situated at the bottom of the ravine. The Saltwater State Park Bridge is a 570-foot long highway bridge built in 1934. The structure has eight spans, with an overall average width of 28 feet, and a 24-foot roadway width. The superstructure consists of a cast-in-place reinforced concrete double-tree section with two-column bents. The two middle spans are the longest, at approximately 100 feet. Two of the spans (Spans No. 3 and 6) include a suspended span that is simply supported on the overhanging part of the neighboring bents. At one end, each of the suspended spans are supported by an expansion joint consisting of a concrete catch-block and pin/hanger system. At the opposite end of the suspended spans is a stair-step joint within the concrete girders.

Marine View Drive South is a collector arterial in the vicinity of the structure. A 2012 traffic count found an average daily traffic (ADT) of approximately 2,300 vehicles per day. There have been two reported accidents on the bridge in the last 3 years, both involving collision with the bridge rail.

While the traffic volume across this bridge is relatively low, the bridge provides an essential access point for the lower Woodmont community. There are only three roadways available to access this isolated community, which consists of 689 parcels and over 620 homes. This bridge is the only north-south route into this area of the City, and it provides critical access for emergency vehicles.

Description of Proposed Work

- 1) Modify the expansion joints in Spans 3 and 6 by strengthening the existing diaphragms on both sides of the joint and then building a new bridge seat.
- 2) Wrap the bottom 15 ft. of all columns with steel reinforcing and concrete.
- 3) Wrap Piers 2, 3, 4, 5, & 6 with Carbon Reinforced Fiber layers above and below the middle strut a total of 15' in height and the top strut 5' in height and wrap the middle struts with steel reinforcing and a foot of concrete (same shape as the existing strut).
- 4) Add of seismic restrainers in Spans 3 and 6.
- 5) Strengthen bridge deck using steel plates centered in the middle and outside edges.
- 6) Expand the footings 3-5 foot on all sides of all piers, and add micropiles to support the widening of Piers 3 & 4.
- 7) Repair cracks and delaminated concrete under the bridge deck and on columns.
- 8) Paint all of the columns with pigmented sealer.
- 9) Modify drainage on the north end of the bridge to alleviate existing erosion.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Contract Award for Des Moines
Beach Park Dining Hall Restoration Project

ATTACHMENTS:

1. Public Works Contract
2. Bid Tabulations
3. 2014-2019 CIP Summary Worksheet
4. Architect's Award Recommendation

FOR AGENDA OF: September 25, 2014

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: September 19, 2014

CLEARANCES:

☒ Legal PG

☒ Finance CP

☐ Marina N/A

☒ Parks, Recreation & Senior Services BB

☒ Planning, Building & Public Works DJB

☐ Police N/A

☐ Courts N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: MM/ACM

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Public Works Contract (Attachment 1) with Par-Tech Construction, Inc for the Des Moines Beach Park Dining Hall Restoration Project. The following motions will appear on the consent calendar:

Suggested Motions

Motion 1: "I move to award the Public Works Contract with Par-Tech Construction, Inc for the Des Moines Beach Park Dining Hall Restoration Project, in the amount of \$946,152.50 (for the Base Bid plus Alternates 1 through 4 inclusive), authorize a project contingency in the amount of \$120,000.00, and authorize the City Manager to sign said contract substantially in the form as submitted."

Motion 2: "I move to direct Administration to submit a \$45,000.00 CIP budget amendment for the Des Moines Beach Park Dining Hall Restoration Project."

Background

In 2008, the historic Dining Hall located directly over Des Moines Creek, was lifted 3' in elevation in an emergency effort to raise the building above the 100-year flood level and protect it from further flood damage.

Extensive Des Moines Creek Modification Projects were completed in 2011, and based upon those projects, Des Moines Creek should stay within its boundaries and pose no more flood risk to the Des Moines Beach Park.

The Dining Hall Decking Project was completed in 2011 as well, providing a wraparound deck for the building and pedestrian and wheelchair connectivity to the Founder's Lodge.

David A. Clark Architects, PLLC is the design architect, and will also provide construction oversight and management.

Discussion

The Architect's Estimate for the project is \$881,000.00 plus WSST, for a total of \$964,695.00. The project was advertised for bids in the Seattle Daily Journal of Commerce on September 2nd and September 9th, 2014. A pre-bid project walkthrough was conducted in the Dining Hall on September 9, 2014 at 2:00 PM. Sealed bids were opened and read aloud on September 16, 2014 at 2:00 PM. The apparent lowest responsive bidder at bid opening was Par-Tech Construction, Inc. Staff and the Architect of Record have performed the necessary bid evaluations, bid tabulations, and reference checks. The Architect has provided staff with a letter of recommendation to award the project to Par-Tech Construction, Inc (Attachment 4). The three lowest bidders are shown below, and the entire project bid tabulations are included as Attachment 2.

Contractor Name	Base Bid	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Total*
Par-Tech Construction, Inc	\$875,452.50	\$29,500.00	\$28,000.00	\$8,000.00	\$5,200.00	\$946,152.50
CDK Construction Services	\$988,785.00	\$20,200.00	\$66,600.00	\$14,000.00	\$7,100.00	\$1,096,685.00
Stetz Construction	\$993,970.92	\$19,339.00	\$59,769.00	\$15,222.00	\$3,200.00	\$1,091,500.92
Architect's Estimate	\$964,695.00	\$20,752.00	\$49,682.00	\$11,852.00	\$4,995.00	\$1,051,976.00

* Base Bid plus Alternates 1-4

Alternatives

None.

Financial Impact

The CIP Project summary worksheet (Attachment 3) shows that there are sufficient funds in the adopted project budget to cover the cost of the chosen improvements (staff was directed by the Municipal Facilities Committee on June 26, 2014 to proceed with the completion of the project design under Option #2).

A budget amendment is needed to cover the extra costs involved to date:

- Dave Clark Design Addendum #1 (\$10,550.53 for extra window design costs, approved by Council on 9/11/14).
- Additional asbestos abatement costs -- \$9,262.75.
- Required Special Inspections for the project -- \$3,000.00.
- Recommended Bid Alternates 1 through 4 inclusive -- \$20,277.50.

Total of extra costs: \$43,090.78

Staff is requesting the budget amendment, instead of utilizing our approved project contingency of \$120,000; so that we can begin construction of the project with an acceptable amount of contingency.

Recommendation or Conclusion

Staff recommends Council approve the suggested motions.

Concurrence

Finance, Legal, Parks, Recreation and Senior Services, and Planning, Building, and Public Works concur.



PUBLIC WORKS CONTRACT
between City of Des Moines and
Par-Tech Construction, Inc

THIS CONTRACT is made and entered into this _____ day of _____, 2014, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Par-Tech Construction, Inc organized under the laws of the State of Oregon, located and doing business at 13783 S Forsythe Rd, Oregon City, OR 97045, (253) 272-0235, Roger Parsons (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work (Plans, Specifications, and Contract Documents associated with the Des Moines Beach Park Dining Hall Restoration), incorporated herein by reference.

Plumbing, mechanical, electrical, interior sheetrock, exterior utility work, flooring, and all other items of work needed to satisfactorily complete the scope of work described in Exhibit "A" for the Des Moines Beach Park Dining Hall located at 22030 Cliff Avenue South, Bldg. B, Des Moines, WA 98198.

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

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

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by



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

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

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

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

- 1. Terms and provisions of the Contract
- 2. Addenda,
- 3. Proposal Form,
- 4. Special Provisions, including APWA General Special Provisions, if they are included,
- 5. Contract Plans,
- 6. Amendments to the Standard Specifications,
- 7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
- 8. Contracting Agency's Standard Plans (if any), and
- 9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit "A" attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **One Hundred Eighty (180) calendar days**. If said work is not completed within the time



specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed \$946,152.50, which includes any applicable Washington State Sales Tax, for the work and services contemplated in this Contract (Base Bid plus Alternates 1 through 4 inclusive). If the work and services to be performed as specified in Exhibit "A" "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver



payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.

- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

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

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

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

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



- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

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

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

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

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

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



City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$788.46** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

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

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

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

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

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

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

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

XI. WORKERS' COMPENSATION. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers'



Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

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

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

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

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

XIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor knew or should have known of



the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.
- The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.
- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for



protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

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

XV. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

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

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

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein



constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance



Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

G. Notice of Cancellation

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

H. Failure to Maintain Insurance

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



the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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

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

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

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

XXII. MISCELLANEOUS PROVISIONS.

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



B. Resolution of Disputes and Governing Law.

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

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

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

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

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

F. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future



become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

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

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

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

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

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

DAVID A. CLARK ARCHITECTS, PLLC

Des Moines Beach Park
Historic Dining Hall Renovation

General Construction Contract		9/16/2014 Bid Date					2:00 p.m. Bid Tin		
Bid Results		Base Bid	Bid Alt #1, Finish wood floors	Bid Alt #2, wood panel DH ceiling	Bid Alt #3 Kaffe Stugga ceiling	Bid Alt #4, kitchen sinks	Bid Proposal	Addendum 1 acknowledged?	Bid Deposit or Bond
No.	Contractor								
1	PAR-TECH CONSTRUCTION	\$ 875,452.50	\$ 29,500.00	\$ 28,000.00	\$ 8,000.00	\$ 5,200.00	X	X	X
2	CDK CONSTRUCTION SERVICES	\$ 988,785.00	\$ 20,200.00	\$ 66,600.00	\$ 14,000.00	\$ 7,100.00	X	X	B
3	STETZ CONSTRUCTION	\$ 993,970.92	\$ 19,339.00	\$ 59,769.00	\$ 15,222.00	\$ 3,200.00	X	X	X
4	BIWELL CONSTRUCTION	\$ 1,068,754.00	\$ 19,407.00	\$ 24,769.00	\$ 9,499.00	\$ 4,015.00	X	X	B
5	MBR LLC	\$ 1,093,905.00	\$ 15,000.00	\$ 31,000.00	\$ 6,000.00	\$ 7,000.00	X	X	X
6	WESTERN VENTURES CONSTRUCTION	\$ 1,155,772.50	\$ 21,280.00	\$ 68,000.00	\$ 15,000.00	\$ 4,400.00	X	X	B
7	LINCOLN CONSTRUCTION	\$ 1,169,400.00	\$ 20,537.00	\$ 69,634.00	\$ 15,241.00	\$ 4,050.00	X	X	X
8									B
9									
10									
11									
12									
Estimate		\$ 964,695	Alt 1 \$ 20,752	Alt 2 \$ 49,682	Alt 3 \$ 11,852	Alt 4 \$ 4,995			



2014 - 2019 CAPITAL IMPROVEMENT PLAN
Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

CATEGORY General Government
PROJECT Des Moines Beach Park (DMBP) Dining Hall Rehabilitation

PROJECT NO. 310.050-01
PROJECT STATUS: _____
Preliminary Estimate X
Plans in Preparation _____
P.S.E. Complete _____

LOCATION 22030 Cliff Avenue South

DESCRIPTION: Rehabilitation of the Dining Hall includes lifting the building, constructing a new foundation spanning the creek (completed in 2008), ADA access and decking (completed in 2011). This project has funding support from Washington State and shares a portion of the cost to make creek modifications to reduce park flooding and improve environmental conditions. 2013: Provides funds for code related improvements to reopen the building such as: repairs to structure and roof, building interior and exterior rehabilitation work, new utilities (electrical and gas, phone, cable, water, sewer, surface water), fire suppression and grease trap. 2014: Provides funds for window replacement and door repairs.

EXPENDITURE SCHEDULE														
COST ELEMENTS	TOTAL*	Prior Years	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Act	FY 13 Est	FY 13 Amd	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19
ADMINISTRATION	\$ 43,217	\$ 10,212	\$ 376	\$ -	\$ 4,650	\$ 479	\$ 2,500	\$ 9,130	\$ 25,000					
CIP PROJ MGT 5%	65,117	15,780	909				5,055	25,000	43,373					
DESIGN/ENGINEERING	221,441	104,718	12,647			11,189	30,000	80,000	62,887					
SURVEY (Archeology)	9,987	7,273	2,714											
Creek Hydrology Design/Permit	122,722	93,619	21,226		2,727		5,150							
FEMA Reports	-													
BUILDINGS	2,063,677	942,896			285,644			585,000	835,137					
	-													
Construction Obs/Engineer	67,515				33,822	11,905			21,788					
CONTINGENCY	126,000						6,000	63,820	120,000					
SALES TAX	117,830				27,092			55,575	90,738					
LEAD & ASBESTOS ABATEMENT	10,000						10,000	6,500						
TESTING	44,524	31,822			5,202				7,500					
Interior Furniture	87,992	692		66,801		498		50,000	20,000					
BUILDING PERMITS	22,661		671			790			21,200					
TOTAL	\$ 3,002,682	\$ 1,207,011	\$ 38,543	\$ 66,801	\$ 359,137	\$ 24,862	\$ 58,705	\$ 875,025	\$ 1,247,623					

FUNDING SOURCES	TOTAL*	Prior Years	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Act	FY 13 Est	FY 13 Amd	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19
REET	\$ 835,262	\$ 762,955	\$ -	\$ (124,996)	\$ 133,867	\$ -	\$ 7,604	\$ -	\$ 55,832					
REET (2013 Tsf from Auditorium Roof Proj.)	(5,946)			(99,321)			51,101	93,375	42,274					
REET (2013-14 Tsf from BP Interim Repairs.)	125,454							31,650	125,454					
4Culture Arts Capital Grant (confirmed)	12,000								12,000					
Park In-lieu	-													
MCI	81,760				175,692	(93,932)	(128,063)	(128,063)	128,063					
SWM Utility	-													
Additional King County Funds	60,000								60,000					
4Culture	12,850	12,850												
WA State Heritage Funds (confirm)	980,001	431,176	10,850	291,118		118,794	128,063	128,063	-					
WA State Her.Funds (confirm.)	824,000							750,000	824,000					
Miscellaneous (Ins Recoveries)	77,301	30	27,693		49,578									
TSF-IN FROM GENERAL FUND	-													
TOTAL	\$ 3,002,682	\$ 1,207,011	\$ 38,543	\$ 66,801	\$ 359,137	\$ 24,862	\$ 58,705	\$ 875,025	\$ 1,247,623					

*Excludes FY 13 Amd

JUSTIFICATION:

Des Moines Beach Park is listed on the State and National Historic Register. Expert analysis was completed in 2004 regarding prioritized and phased rehabilitation of the park's assets. Rehabilitation of the following buildings is proposed: Auditorium (1957), Dining Hall (1934), Picnic Shelter (1924), Sun Home Lodge (1934), Caretaker's Cabin (1935), Workshop/Bath House (1945), and Founder's Lodge (1970). The Sun Home Lodge is in desperate need of life and safety repairs for its continued use as a recreation facility. Funds are not available at this time to provide for the rehabilitation work necessary for public use.

DAVID A. CLARK ARCHITECTS, PLLC

City of Des Moines

2014 Des Moines Beach Park Dining Hall Restoration

Project Number 310.054.045.594.75.62.00

Memorandum for the Record

September 18, 2014

To: Scott Romano, Project Manager

Fr: Dave Clark
Project Architect

Re: Reference Checks
Par-Tech Construction, Inc.

I checked references and background on Par-Tech Construction, the apparent low bidder for the above referenced project.

Executive Summary:

- Banking information: Solid financials, no apparent issues
- Insurance & Bonding: Solid long term company
- Credit check: Did not check due to expense.
- State regulatory agencies: Checked, L&I, DOR: No issues
- Project references: One very high recommendation, Two very good recommendations and rest were average. First change orders were a problem being too high, rest were better. It appears that the issue with late paperwork filings are a thing of the past. There were some issues with distance from the home office to the job site, but minimal. There is some concern that the contractor may not know local subcontractors and have to take the low bidder.
- History: Oregon based public work contractor with a recent history of public work in western Washington.
- **Recommendation: We believe Par-Tech Construction is a responsible and responsive bidder. As such, we recommend Par-Tech Construction be awarded the project as the lowest qualified bidder.**
- **Alternates: As PTC's bid amount and alternate bids were reasonable, we recommend acceptance of all four bid alternates.**

Banking:

Par-Tech Construction (PTC) has accounts with three banks:
Columbia State Bank:

Average daily balance over past six months: Low six figures
NSF checks in past year: None
Customer since mid 2006
Line of Credit limit: \$ 300,000
LOC Amount currently available: \$ 300,000
No garnishments on file.

33017 134th AVENUE SE, AUBURN, WA 98002-8519 . TEL 253.351.8877 . FAX 253.804.6566 . WWW.CLARK-ARCHITECTS.COM



Reference Check Summary
 Des Moines Beach Park Dining Hall
 Page 2
 September 18, 2014

Bonding & Insurance: Asurety NW, Oregon

Wrote the bid and will write the performance bond, also handles their general and commercial insurance. With this project, PTC is within their bonding limits. They have approximately 4.5 million single, 6.5 million aggregate in capacity, and they can easily expand that. ANW has no problems with PTC. PTC is an excellent company since 1985, doing municipal, school district and military projects. They have had attachments to their performance bond, and were all resolved. They do not have attachments to their GC state bond. They had a recent auto accident claim, but PTC was deemed to not be at fault. They are a great account.

State of Washington:

Labor and Industries: Contractor's License number PARTECI972J1
 UBI number 602 288 865
 Bonds current, no tax deficiencies.

Employment Securities Department:
 Does not disclose information

Department of Revenue:
 The company is not listed on the Department of Revenue delinquent tax list.

Verbal References:

Par-Tech Construction:

Talked with Roger (President) and Phil (estimator): Most of their projects are public works in the 1 to 3 million dollar range, mostly municipal, school district or military type projects. They have 3 site supervisors, 1 project engineer, 1 secretary, 1 estimator, and the president and vice president. Crew size varies depending on job location. They do some work with their own forces.

Reference #1: Project: Medina City Hall

Project was a difficult remodel of a historic building, and was very successful thanks to PTC. The site was in a city park and was extremely tight with high public awareness. PTC did a very good job in the renovation and expansion project. Interaction with the public was appropriate and well managed. Excavation revealed a major pollution site that had to be remediated and PTC performed well. Superintendent is the same one proposed for the Dining Hall project. There were some initial concerns with change orders, but it smoothed out after the first one. Had a claim from the drywall laborers as their sub did not pay their staff, and it was resolved without cost to the city. Overall it was a positive project, the superintendent and foreman were great, the office staff was great to work with and PTC is recommended.

Reference #2: Project: Seattle area Fire Station

Their project is a complete remodel and addition, about 1.6 million. Par-Tech Construction (PTC) was ok, just know what you are getting into. Oregon subs are problematic and were not managed as well as they would have liked. They were two months late moving in due to two problem subs. Recommended we pay attention to the sub list. They had a claim from ten workers for Viking Drywall that didn't get paid, and as such, they have filed a lien and attached PTC's bond. PTC was slow on the paperwork side of the project, slow on Notice of Intents, Affidavit of Wages paid, subcontractor approvals, shop drawings, permits, etc. The quality of the work was OK, but things got promised and were slow to perform. PTC did significant portions of the construction work themselves. They had problems on the amount of markup that was charged on change orders.

Reference Check Summary
 Des Moines Beach Park Dining Hall
 Page 3
 September 18, 2014

Reference #3: Project: Southwest Washington Multi Purpose school building

PTC was a challenging contractor. Superintendent was not qualified and did not run the project properly, which resulted in poor coordination. The superintendent was terminated near end of the project and after that things went well. Roger (president) and Phil (general superintendent) were good to deal with. The first change order was very high and it was a battle to get them to agree. In the end, they did agree and all change orders after that were easy.

Reference #4: Project: Oregon Military

PTC did several projects with them, ranging from small to several million dollars. Outstanding company, great people. Would love to have them do all his work. Won't kill you with change orders, works within scope and budget. Does well in value engineering if asked. Fixes things after the fact, very competent people. Has nothing but really good comments to say.

Reference #5: Project: Oregon Schools

Did multiple projects, didn't perform as well on the first ones but did better in the more recent projects. Public works forms were a problem, but they did a good job. Lots of change orders, but that wasn't the contractor's fault and they were fair on the costs. They used a lot of their own forces in the construction.

Reference #6: Project: Oregon County public remodel project

Three projects over two years. PTC did alright, but the superintendent was rough around the edges. Happy with their work, they had tight timelines and PTC performed and got it done. The subs were good. The change orders were fine, lot were negotiated. There was a lot of head butting with their young Architect, mainly personality problems.

In closing, it appears that Par-Tech Construction is a good public works contractor. They focus on summer school work and were looking for a winter project. The project superintendent is critical for coordination and scheduling, and they have proposed a senior superintendent and foreman that I have experience with. I recommend council accept their bid for this project.

Respectfully submitted for the record.

Dave Clark AIA, LEED AP
 Project Architect



Digitally signed by David
 A. Clark
 DN: cn=David A. Clark,
 o=David A. Clark
 Architects, PLLC, ou,
 email=dclark@clarkarchit
 ects.com, c=US
 Date: 2014.09.18 17:38:19
 -07'00'

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: City Employee Wellness Program

FOR AGENDA OF: September 25, 2014

ATTACHMENTS:

DEPT. OF ORIGIN: Administration

1. Draft Resolution No. 14-194

DATE SUBMITTED: September 4, 2014

CLEARANCES:

☒ Legal PB

☐ Finance N/A

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☐ Planning, Building & Public Works N/A

☐ Police N/A

☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation

The purpose of this agenda item is to establish the AWC City Employee Wellness Program.

Suggested Motion

Motion: “To adopt Draft Resolution No. 14-194 establishing the City Employee Wellness Program.”

Background

Resolution No. 1128, adopted on June 10, 2010, established a City Employee Wellness Program through the AWC Employee Benefit Trust. The City has not participated in the Program since July 1, 2011 when it withdrew from the AWC Employee Benefit Trust Program to change insurance companies. Now that the City is back with AWC Employee Benefit Trust, it would be advantageous to establish the City Employee Wellness Program offered through AWC once again.

Alternatives

None recommended – the City would benefit from the WellCity Award offered through the AWC Employee Benefit Trust Program.

Financial Impact

The AWC WellCity Award would save the City approximately \$40,000.00 in medical insurance premiums.

CITY ATTORNEY'S FIRST DRAFT 09/04/2014

DRAFT RESOLUTION NO. 14-194

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, establishing a City Employee Wellness Program.

WHEREAS, the City Council of the City of Des Moines recognizes that healthy employees are the City's most valuable asset, and

WHEREAS, the City Council of the City of Des Moines further recognizes that employee health programs enhance the health of those employees and can result in reduced absenteeism, reduced medical costs, and enhanced productivity and performance, and

WHEREAS, the City Council wishes to implement a City Employee Wellness Program aimed at reducing illnesses and injuries and promoting enhanced productivity and performance among City employees, and

WHEREAS, the City participated in the City Employee Wellness Program until June 30, 2011, when the City withdrew from the Association of Washington Cities' (AWC) Employee Benefit Trust to enroll in a different employee benefit program, and

WHEREAS, since January 1, 2014, the City has re-enrolled in the AWC Employee Benefit Trust and would like to again establish the City Employee Wellness Program sponsored through AWC, and

WHEREAS, upon adoption of a City Employee Wellness Program the City becomes eligible to apply for a WellCity Award through AWC; now therefore,

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

The City Council, in an effort to improve employee health, morale, absenteeism, productivity, and performance, hereby expresses its support of the development of the City of Des Moines Wellness Program in order to allow the City to be considered for a WellCity Award through the Association of Washington Cities.

Resolution No. ____
Page 2 of ____

ADOPTED BY the City Council of the City of Des Moines,
Washington this ____ day of ____, 2014 and signed in
authentication thereof this ____ day of ____, 2014.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

9/4/14 10:44 AM

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Approval of Property Acquisition for
S. 251st Slide Repair Project

AGENDA OF: September 25, 2014

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

1. Statutory Warranty Deed
2. Real Property Voucher Agreement
3. Real Estate Excise Tax Affidavit
4. Project Funding Estimate and
Administrative Offer Summary
5. Tax Deed, Title Commitment and Parcel
Map
6. Vicinity Map
7. Sale Price Commitment Letter
8. South 251st Street Slide Repair - Plan Sheet
C4 Site Restoration and Stormwater Plan.

DATE SUBMITTED: September 17, 2014

CLEARANCES:

- [X] Legal JB
- [X] Finance pk
- [] Marina _____
- [] Parks, Recreation & Senior
Services _____
- [X] Planning, Building & Public
Works DJB
- [] Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Michael Moore
ACM

Purpose and Recommendation:

The purpose of this agenda item is to seek City Council approval for real property acquisition (King County Parcel #256080-3285) adjacent to South 251st Street and adjacent to the current landslide that has impacted the roadway as illustrated on the attached vicinity map (Attachment 6). The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to purchase land identified as King County Parcel Number 256080-3285 owned by Ben G. Stark in the amount of \$23,000.00, plus closing costs, and further to authorize the City Manager to sign the Statutory Warranty Deed, Real Property Voucher Agreement, Real Estate Excise Tax Affidavit, and Administrative Offer Summary substantially in the form as submitted and accept the real property on behalf of the City of Des Moines."

Background:

On or around March 24th, 2014, a landslide occurred on the south edge of South 251st Street near 10th Avenue South. Within the Rights-of-Way, the slide impacted existing drainage facilities, guardrail, and roadway shoulder. Additionally, a 4-inch gas main owned by PSE is located within 2-feet of the slide face. Due to these impacts, the City's Public Works Department established temporary re-channelization of the roadway lane markings, ultimately shifting two-way traffic to the north providing separation from the slide.

Mitigation efforts thus far have consisted of two main efforts:

- PSE – Relocation of gas main from south side of roadway to the north to allow for construction mitigation.
- City/Consultant – Completed geotechnical investigation and Contract Documents for Advertisement and Construction.

Discussion:

The real property acquisition includes approximately 27,500 SF immediately south and adjacent to the landslide (Attachment 6). The need for property acquisition includes:

- 1) Storm water infrastructure access, maintenance, and proposed improvements regarding the culvert, structures, and outfall crossing S. 251st Street.
- 2) Roadway embankment stabilization infrastructure access, maintenance, and proposed improvement location.
- 3) Permanent mitigation improvement locations consistent with the City's Comprehensive Transportation Plan.
- 4) A construction easement in lieu of acquisition is not attainable at this time.

Property valuation and negotiations have been performed by RES Group Northwest consistent with the City's Rights of Way procedures and in conformance with Federal and State policy and procedures under the Uniform Relocation Act. A copy of their evaluation is included as Attachment 4.

Alternatives:

The City Council may choose to not acquire the real property as described herein, and by doing so may result in the following:

- 1) Absorb costs to winterize the project site until project re-design is complete.
- 2) Absorb costs to re-design of the project to restrict all proposed mitigation effort to the City's existing Rights of Way along S. 251st Street. This includes providing future access to the facilities proposed to be constructed.
- 3) Relocate proposed permanent walls in locations not consistent with future roadway build-out consistent with the Comprehensive Transportation Plan.

Financial Impact:

Funds for acquisition of this real property will originate from the Storm Water Management Capital Improvement Plan.

Recommendation/Conclusion:

Staff recommends the Council approve the proposed motion.

Concurrence:

The Legal, Finance, and Planning, Building, and Public Works Department concur.

After Recording, Return to:
 CITY OF DES MOINES
 ATTN: CITY ATTORNEY
 21630 11th Avenue South, Suite C
 Des Moines, WA 98198

STATUTORY WARRANTY DEED

Grantor:	Ben G. Stark, as his separate estate
Grantee:	City of Des Moines, a municipal corporation of the State of Washington
Legal Description/STR:	Lots 16 thru 23, blk 28, First Railroad Addition to Des Moines & por of vac alley adj.
Assessor's Tax Parcel ID#:	256080328501
Property Address:	SE corner of S 251 st & 10 th Ave S, Des Moines WA
Mailing Address:	PO Box 98638, Des Moines WA 98198

S 251st Street Slide Mitigation

THE GRANTORS, **Ben G. Stark, as his separate estate**, for and in consideration of sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and warrants to the City of Des Moines, a Washington municipal corporation of the State of Washington, its successors and assigns, the real property described and attached hereto as Exhibit A, situated in City of Des Moines, in King County, Washington.

DATED this _____ day of _____, 2014.

GRANTOR:

Ben G. Stark

GRANTEE:

CITY OF DES MOINES,
 a Washington municipal corporation

 By: Anthony A. Piasecki, City Manager

 Date:

At the direction of the Des Moines City Council on ___ day of _____, 2014.

APPROVED as to form only:

 Pat Bosmans, City Attorney

 Date

STATE OF WASHINGTON }
 }
 COUNTY OF KING } SS.

On this date personally appeared before me Ben G. Stark to me known to be the individuals described in and who executed the foregoing instrument, and on oath swore that they executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

STATE OF WASHINGTON }
 }
 COUNTY OF KING } SS.

This instrument was acknowledged before me on _____ (date of acknowledgment) by Anthony Piasecki as City Manager, City of Des Moines, a State of Washington municipal corporation, on behalf of said corporation.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

REAL PROPERTY VOUCHER AGREEMENT

AGENCY NAME		I hereby agree to the terms and conditions listed below and hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: <i>(Sign in Ink)</i>
City of Des Moines Public Works Department 21630 11 th AVE South, Suite C Des Moines, WA 98198 Phone: (206) 870-6522		
GRANTOR or CLAIMANT		By: _____
Ben G. Stark and Darryl J. Stark PO Box 98638 Des Moines, WA 98198		Owner/Authorized Representative Date: _____
Re: S. 251 st Street Slide Mitigation		TAX PARCEL NUMBER: 256080328501 PROJECT PARCEL NUMBER: 2560803285
In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In Attached Documents: Statutory Warranty Deed Date: _____		AMOUNT
For All Lands Convey: 27,500 SF @ \$.82/SF		+ \$22,550.00
For All Improvements:		+ \$
For All Damages:		+ \$
Less Special Benefits:		+ \$
Statutory Evaluation Allowance		+ \$
JUST COMPENSATION		\$
Legal / Administrative:		+ \$ 450.00
Other Items:		
Deductions:		
FINAL SETTLEMENT		\$23,000.00
SUBTOTAL		\$
TOTAL AMOUNT TO BE PAID:		\$23,000.00
The City of Des Moines agrees to the terms and conditions listed above.		
By: _____		
Date: _____		

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

This form is your receipt
when stamped by cashier.

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Ben G. Stark and Darryl J. Stark, husband and wife</u>	BUYER GRANTEE	2 Name <u>City of Des Moines</u>
	Mailing Address <u>PO Box 98638</u>		<u>Public Works Department</u>
	City/State/Zip <u>Des Moines, WA 98198</u>		Mailing Address <u>21630 11th Ave S, Suite C</u>
	Phone No. (including area code) _____		City/State/Zip <u>Des Moines, WA 98198</u>
3 Send all property tax correspondence to: ☒ Same as Buyer/Grantee Name _____ Mailing Address _____ City/State/Zip _____ Phone No. (including area code) _____		List all real and personal property tax parcel account numbers – check box if personal property <u>256080328501</u> ☐ _____ ☐ _____ ☐ _____ ☐	
		List assessed value(s)	

4 Street address of property: SE corner of 251st & 10th Ave S
 This property is located in Des Moines
☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
 Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
See attached Exhibit A

5 Select Land Use Code(s):
91 - Undeveloped land (land only)
 enter any additional codes: _____
 (See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?
☐ YES ☒ NO

6

Is this property designated as forest land per chapter 84.33 RCW?	☐ YES ☒ NO
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?	☐ YES ☒ NO
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	☐ YES ☒ NO

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
 NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☒ does not qualify for continuance.

DEPUTY ASSESSOR _____ DATE _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
 NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.
None

If claiming an exemption, list WAC number and reason for exemption:
 WAC No. (Section/Subsection) _____
 Reason for exemption _____

Type of Document Statutory Warranty Deed

Date of Document _____

Gross Selling Price \$	23,000.00
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	23,000.00
Excise Tax : State \$	294.40
<u>0.0050</u> Local \$	115.00
*Delinquent Interest: State \$	
Local \$	
*Delinquent Penalty \$	
Subtotal \$	409.40
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	10.00
Total Due \$	424.40

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
 *SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent _____	Signature of Grantee or Grantee's Agent _____
Name (print) _____	Name (print) _____
Date & city of signing: _____	Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

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(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Ben G. Stark and Darryl J. Stark, husband and wife</u>	BUYER GRANTEE	2 Name <u>City of Des Moines</u>
	Mailing Address <u>PO Box 98638</u>		<u>Public Works Department</u>
	City/State/Zip <u>Des Moines, WA 98198</u>		Mailing Address <u>21630 11th Ave S, Suite C</u>
	Phone No. (including area code) _____		City/State/Zip <u>Des Moines, WA 98198</u>
3 Send all property tax correspondence to: ☒ Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	
Name _____ Mailing Address _____ City/State/Zip _____ Phone No. (including area code) _____		List assessed value(s) <u>256080328501</u> ☐ _____ ☐ _____ ☐ _____ ☐	

4 Street address of property: SE corner of 251st & 10th Ave S
 This property is located in Des Moines
☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
 Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
See attached Exhibit A

5 Select Land Use Code(s): <u>91 - Undeveloped land (land only)</u> enter any additional codes: _____ (See back of last page for instructions) Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)? YES ☐ NO ☒ 6 Is this property designated as forest land per chapter 84.33 RCW? YES ☐ NO ☒ Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? YES ☐ NO ☒ Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES ☐ NO ☒ If any answers are yes, complete as instructed below. (1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information. This land ☐ does ☒ does not qualify for continuance. _____ DEPUTY ASSESSOR DATE (2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale. (3) OWNER(S) SIGNATURE _____ PRINT NAME	7 List all personal property (tangible and intangible) included in selling price. <u>None</u> If claiming an exemption, list WAC number and reason for exemption: WAC No. (Section/Subsection) _____ Reason for exemption _____ Type of Document <u>Statutory Warranty Deed</u> Date of Document _____ <table> <tr> <td>Gross Selling Price \$</td> <td>23,000.00</td> </tr> <tr> <td>*Personal Property (deduct) \$</td> <td></td> </tr> <tr> <td>Exemption Claimed (deduct) \$</td> <td></td> </tr> <tr> <td>Taxable Selling Price \$</td> <td>23,000.00</td> </tr> <tr> <td>Excise Tax : State \$</td> <td>294.40</td> </tr> <tr> <td><u>0.0050</u> Local \$</td> <td>115.00</td> </tr> <tr> <td>*Delinquent Interest: State \$</td> <td></td> </tr> <tr> <td>Local \$</td> <td></td> </tr> <tr> <td>*Delinquent Penalty \$</td> <td></td> </tr> <tr> <td>Subtotal \$</td> <td>409.40</td> </tr> <tr> <td>*State Technology Fee \$</td> <td>5.00</td> </tr> <tr> <td>*Affidavit Processing Fee \$</td> <td>10.00</td> </tr> <tr> <td>Total Due \$</td> <td>424.40</td> </tr> </table> A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS	Gross Selling Price \$	23,000.00	*Personal Property (deduct) \$		Exemption Claimed (deduct) \$		Taxable Selling Price \$	23,000.00	Excise Tax : State \$	294.40	<u>0.0050</u> Local \$	115.00	*Delinquent Interest: State \$		Local \$		*Delinquent Penalty \$		Subtotal \$	409.40	*State Technology Fee \$	5.00	*Affidavit Processing Fee \$	10.00	Total Due \$	424.40
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8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent _____	Signature of Grantee or Grantee's Agent _____
Name (print) _____	Name (print) _____
Date & city of signing: _____	Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REAL ESTATE EXCISE TAX AFFIDAVIT

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CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

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(See back of last page for instructions)

☐ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Ben G. Stark and Darryl J. Stark, husband and wife</u>	BUYER GRANTEE	2 Name <u>City of Des Moines</u>
	Mailing Address <u>PO Box 98638</u>		<u>Public Works Department</u>
	City/State/Zip <u>Des Moines, WA 98198</u>		Mailing Address <u>21630 11th Ave S, Suite C</u>
	Phone No. (including area code)		City/State/Zip <u>Des Moines, WA 98198</u>
3 Send all property tax correspondence to: ☒ Same as Buyer/Grantee Name _____ Mailing Address _____ City/State/Zip _____ Phone No. (including area code) _____		List all real and personal property tax parcel account numbers – check box if personal property <u>256080328501</u> ☐ _____ ☐ _____ ☐ _____ ☐	
		List assessed value(s)	

4 Street address of property: SE corner of 251st & 10th Ave S
 This property is located in Des Moines
☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
 Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
See attached Exhibit A

5 Select Land Use Code(s):
91 – Undeveloped land (land only)
 enter any additional codes: _____
 (See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?
 YES ☐ NO ☒

6 YES NO
 Is this property designated as forest land per chapter 84.33 RCW? ☐ ☒
 Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? ☐ ☒
 Is this property receiving special valuation as historical property per chapter 84.26 RCW? ☐ ☒

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This land ☐ does ☒ does not qualify for continuance.

DEPUTY ASSESSOR _____ DATE _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
 NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME _____

7 List all personal property (tangible and intangible) included in selling price.
None

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) _____

Reason for exemption _____

Type of Document Statutory Warranty Deed

Date of Document _____

Gross Selling Price \$	23,000.00
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	23,000.00
Excise Tax : State \$	294.40
<u>0.0050</u> Local \$	115.00
*Delinquent Interest: State \$	
Local \$	
*Delinquent Penalty \$	
Subtotal \$	409.40
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	10.00
Total Due \$	424.40

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 *SEE INSTRUCTIONS

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Name (print) _____	Name (print) _____
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Name _____ Mailing Address _____ City/State/Zip _____ Phone No. (including area code) _____		256080328501 ☐ _____ ☐ _____ ☐ _____ ☐	
List assessed value(s) _____ _____ _____ _____			

4 Street address of property: SE corner of 251st & 10th Ave S

This property is located in Des Moines

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See attached Exhibit A

5 Select Land Use Code(s):
91 – Undeveloped land (land only)
 enter any additional codes: _____
 (See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?

YES ☐ NO ☒

6

Is this property designated as forest land per chapter 84.33 RCW? YES ☐ NO ☒

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? YES ☐ NO ☒

Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES ☐ NO ☒

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DEPUTY ASSESSOR _____ DATE _____

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(3) OWNER(S) SIGNATURE

PRINT NAME

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None

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) _____
 Reason for exemption _____

Type of Document Statutory Warranty Deed

Date of Document _____

Gross Selling Price \$	23,000.00
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	23,000.00
Excise Tax : State \$	294.40
<u>0.0050</u> Local \$	115.00
*Delinquent Interest: State \$	
Local \$	
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INSTRUCTIONS

Note: To report a transfer of a controlling interest in real property, please use the Real Estate Excise Tax Affidavit Controlling Interest Transfer Return, Revenue Form No. 84-0001B. This form is available online at <http://dor.wa.gov>.

Section 1:

Enter the name(s) of seller/grantor. This is the person(s) conveying interest in the property.

Section 2:

Enter the name(s) of buyer/grantee. This is the person(s) receiving interest in the property.

Section 3:

- Enter the **name and address** where you would like all future property tax information sent.
- Enter the **tax parcel number** and **current assessed value** for **real and personal property** being conveyed. Check the box to indicate personal property.

Section 4:

- Enter the street address of the property.
- Enter the county if in unincorporated area. Enter city name if located within a municipality.
- Enter the legal description of the property.

Section 5:

- Enter the appropriate land use code for the property. Please list all codes that apply on the lines provided in section 5. See WAC 458-53-030 (5) for a complete list.

- | | | | |
|--|--|--|---|
| • 09 - Land with mobile home | • 23 - Apparel and other finished products made from fabrics, leather, and similar materials | • 33 - Primary metal industries | • 71 - Cultural activities/nature exhibitions |
| • 10 - Land with new building | • 24 - Lumber and wood products (except furniture) | • 34 - Fabricated metal products | • 74 - Recreational activities (golf courses, etc.) |
| • 11 - Household, single family units | • 25 - Furniture and fixtures | • 35 - Professional scientific and controlling instruments; photographic and optical goods; watches/clocks manufacturing | • 75 - Resorts and group camps |
| • 12 - Multiple family residence (2-4 Units) | • 26 - Paper and allied products | • 39 - Miscellaneous manufacturing | • 80 - Water or mineral right |
| • 13 - Multiple family residence (5 + Units) | • 27 - Printing and publishing | • 50 - Condominiums-other than residential | • 81 - Agriculture (not in current use) |
| • 14 - Residential condominiums | • 28 - Chemicals | • 53 - Retail Trade - general merchandise | • 83 - Agriculture current use RCW 84.34 |
| • 15 - Mobile home parks or courts | • 29 - Petroleum refining and related industries | • 54 - Retail Trade - food | • 86 - Standing Timber (separate from land) |
| • 16 - Hotels/motels | • 30 - Rubber and miscellaneous plastic products | • 58 - Retail trade - eating & drinking (restaurants, bars) | • 88 - Forest land designated RCW 84.33 |
| • 17 - Institutional Lodging (convalescent homes, nursing homes, etc.) | • 31 - Leather and leather products | • 59 - Tenant occupied, commercial properties | • 91 - Undeveloped Land (land only) |
| • 18 - All other residential not coded | • 32 - Stone, clay and glass products | • 64 - Repair services | • 94 - Open space land RCW 84.34 |
| • 19 - Vacation and cabin | | • 65 - Professional services (medical, dental, etc.) | • 95 - Timberland classified RCW 84.34 |
| • 21 - Food and kindred products | | | • 96 - Improvements on leased land |
| • 22 - Textile mill products | | | |

Section 6:

Indicate whether the property is designated as forest land per chapter 84.33 RCW, classified as current use (open space, farm, agricultural, or timber) per chapter 84.34 RCW, or receiving special valuation as historic property per chapter 84.26 RCW.

Section 7:

- List **personal property** included in the selling price of the real property. For example, include tangible (furniture, equipment, etc) and intangible (goodwill, agreement not to compete, etc).
- **Use Tax** is due on personal property purchased without payment of the sales tax. Use Tax may be reported on your Combined Excise Tax Return or a Consumer Use Tax Return, both available at <http://dor.wa.gov>.
- If you are claiming a **tax exemption**, cite the specific Washington Administrative Code (WAC) number, section and subsection and provide a brief explanation. Most tax exemptions require specific documentation. Refer to the appropriate WAC to determine documentation requirements. Chapter 458-61A WAC is available online at <http://dor.wa.gov>.
- Enter the **type of document** (quit claim deed, statutory warranty deed, etc.), and **date of document** (MM/DD/YYYY)
- Enter the **selling price** of the property.
- **Selling price:** For tax purposes, the selling price is the true and fair value of the property conveyed. When property is conveyed in an arm's length transaction between unrelated persons for valuable consideration, there is a presumption that the selling price is equal to the total consideration paid or contracted to be paid, including any indebtedness. Refer to RCW 82.45.030 for more information about selling price.
- **Deduct** the amount of **personal property** included in the selling price.
- **Deduct** the amount of **tax exemption** claimed per chapter 458-61A WAC.
- **Due Date, Interest and Penalties:** Tax is due at the time of sale/transfer. If tax is not paid within one month of the date of sale/transfer, interest and penalties will apply. The interest rate is variable and determined per RCW 82.32.050. Delinquent penalties are 5% one month after the due date; 10% two months after the due date; and 20% three months after the due date. (RCW 82.45.100)
- **State Technology Fee:** A \$5.00 Electronic Technology Fee that is due on all transactions. (82.45.180)
- **Affidavit Processing Fee:** A minimum of \$5.00 shall be collected in the form of tax and processing fee. A processing fee is due on all transactions where no tax is due and on all taxable transactions where the tax due is less than \$5.00. (RCW 82.45.180)

Section 8:

Both grantor (seller) and grantee (buyer), or the agent of each, must sign this form, certifying that all the information provided is correct. Note: Original signatures required on the "County Treasurer" copy. Signatures may be required on the "Assessors" copy. Check with your county.

Where to send completed forms:

Completed forms should be submitted to the County Treasurer's or Recorder's Office where the property is located.

Audit:

Information you provide on this form is subject to audit by the Department of Revenue. Underpayments of tax will result in the issuance of a tax assessment with interest and penalties. Note: in the event of an audit, it is the taxpayers' responsibility to provide documentation to support the selling price or any exemption claimed. **This documentation must be maintained for a minimum of four years from date of sale.** (RCW 82.45.100)

Ruling requests:

You may request a predetermination of your tax liability. The written opinion will be binding on both you and the Department based on the facts presented (WAC 458-20-100(9)). Send your ruling request to:

Department of Revenue
Taxpayer Information & Education
P.O. Box 47478
Olympia, WA 98504-7478
FAX (360) 705-6655



S 251st Street Slide Mitigation



RIGHT OF WAY PROJECT FUNDING ESTIMATE

Prepared for:

CITY OF DES MONIES

September 8, 2014



Project Funding Estimate ("PFE")

CITY OF DES MOINES S 251st Street Slide Repair

SUMMARY

Overview

The City of Des Moines is located in King County, Washington. It is situated on the eastern shores of the Puget Sound, approximately half way between the major cities of Seattle and Tacoma. Neighboring cities include Sea Tac and Burien to the north, Federal Way to the south and Kent to the east. The City was officially incorporated on June 17, 1959.



Project

In March 2014 a landslide occurred which resulted in the failure of the southern side of the road. S 251st Street Slide repair project will involve the construction of a Mechanically Reinforced Earth wall to stabilize the road and redirect the stormwater runoff. The City is considering purchasing the subject property identified as King County Parcel #256080-3285.

Under this PFE, fee valuations for this parcel is based on comparable vacant residential land sales within the City of Des Moines; neighboring cities of Federal Way and Tukwila.

Neighborhood Description

The project is located within the City of Des Moines at the SE corner of 251st street and 10th avenue south. The area is within a residential neighborhood with the Puget Sound to the West and Saltwater State Park to the South.

The area is mixture of mobile homes and single-family dwellings built from the late 50's through the early 80's. Current lot sizes vary from 0.05 acre to .3 acres with a few vacant residential lots that appear to be undevelopable due to topography.

Zoning

The property is zoned RS-7200 single family residential with a minimum required lot size of 7,200 square feet.

Segment of the City of Des Moines zoning map covering the area of the proposed project:



Scope of Sales Search & Methodology

The search for comparable vacant land sales was restricted by location and date of sale. A radius search of approximately 15 miles was done, as well as a market area analysis of the cities of Des Moines, Covington, Federal Way and Tukwila. The search was limited to properties sold within the last 12 months and comparable sales were identified based on proximity, lot size, zoning, location, and use, similar to the subject. Based on site analysis of the subject parcel and establishment of just compensation, the acquisition value is less than \$25,000; therefore, offer for this parcel will be made via Administrative Offer Summaries.

Other PFE Details and Sources

The "PFE" Cost, "Appraisal" and "Appraisal Review" costs were estimated based on RES Group NW's original scope of work and cost estimates. "Title Costs" are actual costs from Stewart Title Company. Federal and State law as a maximum reimbursement property owners may claim when they engage a professional to evaluate the City's offer provides the \$750-Statutory Evaluation Allowance.

Each parcel's land and contribution values were combined to arrive at the "Just Compensation" figure listed on the summary sheet. The Just Compensation values include the property being acquired in fee and any improvements in the acquisition areas.

Comparable sales searches were conducted using the following resources:

- Northwest Multiple Listings at www.nwmls.com
- King County esales Online at <http://www.kingcounty.gov>

S 251st Street Slide Repair

SUBJECT PARCEL





RIGHT OF WAY PROJECT FUNDING ESTIMATE

PROJECT: City of Des Moines - S 251st Street Slide Repair

Project Parcel #	Tax Parcel #	Owner	Parcel Address	Acquisition Type	Just Compensation (Offer)	Title Costs	Appraisal Cost	Appraisal Review Cost	PFE Cost (includes AOS)	Statutory Evaluation Allowance	Potential Condemnation/Settlement	Total Parcel Cost
1	256080-3285	Ben G. & Darryl J. Stark	SE corner of S 251st & 10th Ave S	Full Fee	\$ 22,550	\$ 310	\$ -	\$ -	\$ 3,800	\$ 750	\$ -	\$ 27,410

* Administrative Offer Summaries (AOS) will be used for because Just Compensation is under \$25,000 (per waiver of appraisal).

* Just Compensation includes property and property contributes (landscaping, trees, etc.).

* Actual title costs from Stewart Title Company.

* PFE and AOS costs, estimated per RES original scope of work & cost estimate.

* Statutory Evaluation Allowance of \$750 for owners' review of offer (with fee acquisitions).

* Potential administrative settlement costs not included in these estimates.



PFE SUBJECT PROPERTIES

PROJECT: City of Des Moines - S 251st Street Slide Repair

PARCEL INFORMATION							ESTIMATED ACQUISITION AREAS (SQUARE FEET)		ESTIMATED VALUE (\$)			TOTAL JUST COMP.
Project Parcel #	Tax Parcel #	OWNER	PARCEL ADDRESS	Zoning per City's Zoning Map	Parcel Lot Size (acres)	Parcel Lot Size (St)	FEE Area (sf)	Existing IMPROVEMENTS	Estimated Land Value (\$/SF)	Est. FEE Acquisition Value (\$)	Est. Value of IMPROVEMENTS	
1	256080-3285	Ben G. & Darryl J. Stark	SE corner of S 251st & 10th Ave S	Single Family Dwelling- R S-7200	0.63	27,500	27,500	None	\$0.82	\$22,550	\$0	\$22,550



Comparable Sales Package



COMPARABLE SALES MAP

Prepared for:

CITY OF DES MOINES

September 8, 2014

COMPARABLE SALE NO. 1

Address: 3911 SW Dash Point Road, Federal Way 98023
 Tax Parcel #: 1121039106
 Zoning/ Land Use: Residential/Vacant
 Area Size: .46 Acres or 20,038 SF
 Sale Date: 9/10/2013
 Sale Price: \$23,000

Price per square foot (\$/sf): \$1.15

**Critical Areas:**

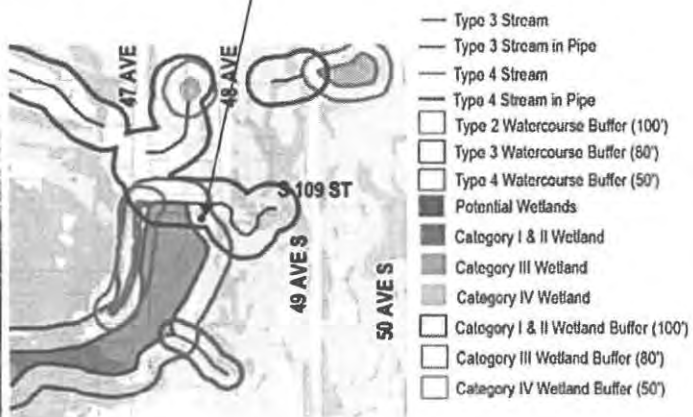
-  Erosion Hazard Area
-  Landslide Hazard Areas
-  Wetlands (1998 City Survey)

<i>Taxable Assessment Information</i>		<i>Area (sf)</i>	<i>Tax Code</i>
<u>Land Assessment:</u>	38,000	20,038	
<u>Improved Assessment:</u>	0		
<u>Total Assessment:</u>	38,000		
<u>Zoning Code:</u>	Residential / RS15		
<u>Comments:</u>	Vacant, erosion hazard area per City of Federal Way critical map, approx. 7.9 miles South of project site.		

COMPARABLE SALE NO. 2

Address: 4700 S 109th Street, Tukwila 98178
 Tax Parcel #: 6874200720
 Zoning/ Land Use: Residential/Vacant
 Area Size: .42 Acres or 18,225 SF
 Sale Date: 12/30/2013
 Sale Price: \$15,000

Price per square foot (\$/sf): \$0.82 per sf

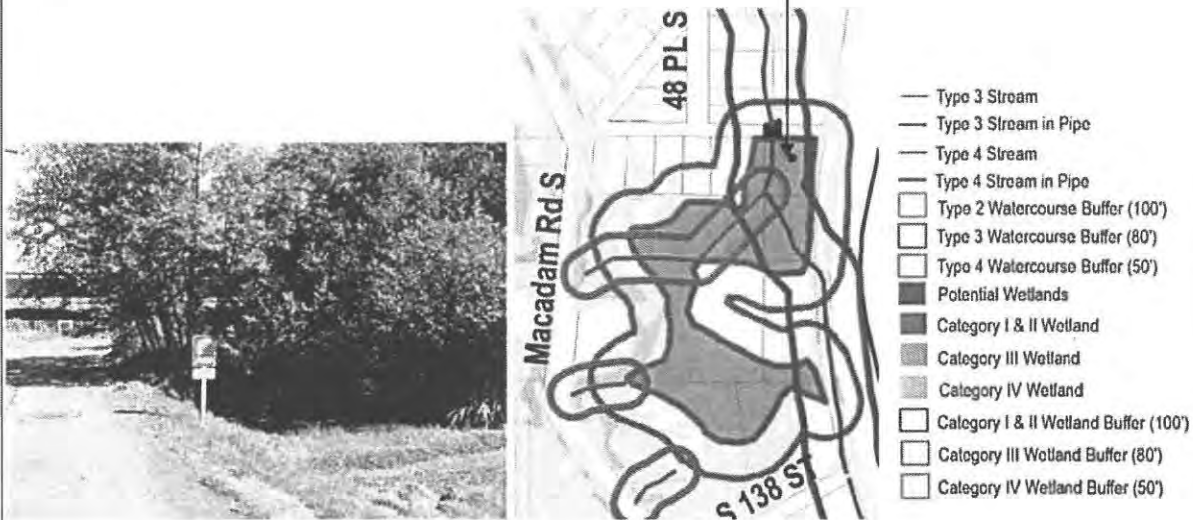


<i>Taxable Assessment Information</i>		<i>Area (sf)</i>		
<u>Land Assessment:</u>	49,000	18,225		
<u>Improved Assessment:</u>	0			
<u>Total Assessment:</u>	49,000			
<u>Zoning Code:</u>	Residential / LDR			
<u>Comments:</u>	Vacant, category III wetland, type III watercourse buffer and stream per City of Tukwila critical map, 12 miles North of project site.			

COMPARABLE SALE NO. 3

Address: 4851 S 136th Street, Tukwila 98168
 Tax Parcel #: 0003000018
 Zoning/ Land Use: Residential /Vacant
 Area Size: .41 Acres or 17,776 SF
 Sale Date: 1/29/2014
 Sale Price: \$10,500

Price per square foot (\$/sf): \$0.59 per sf



<i>Taxable Assessment Information</i>		<i>Area (sf)</i>		
<i>Land Assessment:</i>	72,000	17,776		
<i>Improved Assessment:</i>	0			
<i>Total Assessment:</i>	72,000			
<i>Zoning Code:</i>	Residential / LDR			
<i>Comments:</i>	Vacant, category III wetland, type 3 & 4 watercourse buffer and stream per City of Tukwila critical map, 10.6 miles North of project site.			



SUBJECT PARCEL WORKSHEETS

Prepared for:

CITY OF DES MOINES

September 8, 2014

ADMINISTRATIVE OFFER SUMMARY No. 1

PROJECT: CITY OF DES MOINES - South 251st Street Slide Repair

R/W Plan Sheet:

Plan Approval Date:

Revision Date:

OWNER: Ben G. Stark and Darryl J. Stark, husband and wife

Tax Parcel Number: 256080-3285

Tax Parcel Address/ Location: SE corner of S 251st & 10th Avenue S, Des Moines WA 98198

Before Area: 27,500 SF (0.63 acre) After Area: 0 SF

Acquisition Area:

Fee Area: 27,500 SF

Current Use: Vacant Zoning: Residential (RS 7200)

Highest and Best Use: Vacant

Effects of Acquisition:

The property is currently vacant and is within a type 4 slide zone.

Sales Relied Upon:

A thorough research for recent land sales was conducted to determine general price levels. Comparable sale #s 1, 2 and 3 were examined to establish a price range of \$.59 to \$1.15 per square foot. These properties are comparable to the subject in terms of size, zoning and sensitive area designation and are located about 7-12 miles from the project site.

Considering the subject's lot size and sensitive area designation, further analysis indicates that Comparable Sale #2 (sold on 12/2013) is the most comparable to the subject. Thus, the sale price of **\$.82 per square foot** is deemed the best indicator of value.

ACQUISITION COMPENSATION

Land in Fee:	27,500 SF @ \$.82/SF	\$22,550.00
Property contributes:	None	\$ 0.00
Total Compensation:		\$22,550.00

Prepared By: Kristina Guzman Date: September 5, 2014

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

By: _____

(Date)

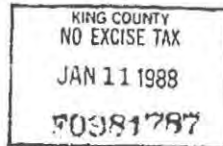
Title _____

This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).

Tax Deed

No. 42361
KCSC 87-2-09874-5

State of Washington }
County of King } ss.



This Indenture, Made this 18th day of December A.D. 19 87
between D. Lee Dedrick, Finance Manager Office of Financial Management
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of King County,
State of Washington, party of the first part, and BEN G. STARK & DARRYL J. STARK, husband &
wife-----

part Y of the second part:

Witnesseth. That whereas, at a public sale of real estate held on the 18th day of December
A.D. 19 87, pursuant to a real property tax judgment entered in the Superior Court in the County of
King, on the 16th day of December A.D. 19 87, in proceedings to foreclose
tax liens upon real property and an order of sale duly issued by said court, BEN G. STARK & DARRYL J.
STARK, husband & wife----- duly purchased in compliance with the laws of the State
of Washington, the following described real estate, to-wit:
Lots 16 thru 23, Block 28, FIRST RAILROAD ADD TO DES MOINES & por vac alley adj.

8501110695

88/01/11 40695 0
RECD F 5.00
CASHED JAN 11 12 52 PM '88
RECEIVED THIS DAY
OFFICE OF FINANCIAL MANAGEMENT
KING COUNTY

Subject to easements established of record on or before January 1, 1984, if any.

(256080-3285-01)

And that said BEN G. STARK & DARRYL J. STARK, h/wf has complied with the laws of the
State of Washington, necessary to entitle them to a deed for said real property.

Now Therefore, know ye that I, D. Lee Dedrick, Finance Manager ~~XXXXXXXXXXXX~~
Office of Financial Management
~~XXXXXXXXXXXX~~ of King County, State of Washington, in consideration of the premises and by virtue of the
statutes of the State of Washington, in such cases provided, do hereby grant and convey unto
BEN G. STARK & DARRYL J. STARK, husband & wife-----

----- their heirs and assigns forever, the said real property hereinbefore described.

Given under my hand and seal of office this 18th day of December A.D. 19 87

D. Lee Dedrick, Finance Manager
~~XXXXXXXXXXXX~~ King County, Washington
OFFICE OF FINANCIAL MANAGEMENT

By

Deputy.

ALTA Commitment (6/17/06)

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
 Issued by
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

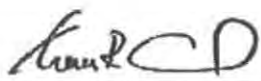
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


 Authorized Countersignature

stewart
 title guaranty company




 Matt Morris
 President and CEO

Stewart Title Company
 18000 International Blvd, Suite 500
 SeaTac, WA 98188
 (206) 770-8700


 Denise Carraux
 Secretary

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File No. 01148-35640
 004-UN ALTA Commitment (6/17/06)



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

stewart title

Stewart Title Company
18000 International Blvd, Suite 500
SeaTac, WA 98188
Phone: (206) 770-8700

Order Number: 01148-35640

Title Officer: Chris Rollins
Phone: (206) 770-8715
Email: chris.rollins@stewart.com

Title Officer: Mike Wilson
Phone: (253) 882-2031
Email: mike.wilson@stewart.com

Title Officer: Georgia Hallett
Phone: (425) 317-7319
Email: georgia.hallett@stewart.com

Customer Reference:
Stark

SCHEDULE A

1. **Effective Date:** September 05, 2014 at 8:00 AM

2. **Policy Or Policies To Be Issued:**

(X) ALTA OWNER'S POLICY, (6/17/06)
(X) STANDARD () EXTENDED (Underwriting fee - 11%)

Amount: To Be Determined
Premium:
Tax:
Total:

Proposed Insured:

The City of Des Moines

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Ben G. Stark and Darryl J. Stark, husband and wife

5. **The land referred to in this commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"
LEGAL DESCRIPTION

Lot(s) 16 through 23, Block 28, First Railroad Addition to Des Moines, according to the plat thereof recorded in Volume 4 of Plats, Page(s) 90, records of King County, Washington;

Together with portion of vacated alley adjoining on the East, which upon vacation, attached to said property by operation of law;

And together with the East 30 feet of vacated 10th Avenue South adjoining, formerly Vancouver Street, pursuant to King County Superior Court Cause No. 89-2-18568-7;

Situate in the County of King, State of Washington.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part I

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions as follows:
 - (1) Rights or claims of parties in possession not shown by the public records.
 - (2) Easements, claims of easement or encumbrances which are not shown by the public records.
 - (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
 - (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

SPECIAL EXCEPTIONS FOLLOW

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part I**

SPECIAL EXCEPTIONS

1. Payment of Real Estate Excise Tax, if required.

The property described herein is situated within the boundaries of local taxing authority of the City of Des Moines.

Present Rate of Real Estate Excise Tax as of the date herein is 1.78% and the levy code is 1125.

2. General taxes: First half delinquent May 1; Second half delinquent November 1:

Year:	2014
Amount Billed:	\$346.70
Amount Paid:	\$173.35
Amount Due:	\$173.35, plus interest and penalty if delinquent
Tax Account No.:	256080-3285-01
Levy Code:	1125
Land:	\$23,000.00
Improvements:	\$-0-

Note: King County Treasurer, 500 4th Avenue, 6th Floor Admin. Bldg., Seattle, WA 98104 (206) 296-7300

Web Address: <http://webapp.metrokc.gov/kctaxinfo/>.

3. Liability for sewer treatment capacity charges that may be assessed but not disclosed in the public records. Please contact the King County Capacity Charge Department for further information at 206-296-1450.
4. Upon examination it has been determined that the subject property does not meet the underwriting qualifications to receive the coverage provided in the ALTA Homeowner's Policy of Title Insurance for a one- to four-family residence, due to the following condition: vacant property. The coverage provided for the subject property will be the Standard ALTA Owner's Policy. The Policy and any applicable endorsements will be issued at the filed rate.
5. The application identifies the land by a street address only. The Company does not insure that the description in this commitment covers the land that you requested. To prevent errors and to be certain that the proper land will appear on the documents and on the Policy of title insurance, the Company requires for its review a satisfactory legal description of the correct land provided and approval of the description signed by the parties to the transaction. At that time, the Company may make additional requirements or exceptions.
6. Easement rights, if any, arising from the vacation of adjacent street and/or alley.

END OF SPECIAL EXCEPTIONS

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part II**

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

Note: Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

Format:

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.

Font size of 8 points or larger and paper size of no more than 8 ½" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information which must appear on the first page:

Title or titles of document. If assignment or reconveyance, reference to auditor's file number or subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter quarter section for unplatted).

Assessor's tax parcel number(s).

Return address which may appear in the upper left hand 3" top margin.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part II**

NOTES:

NOTE A: In order to assure timely recording all recording packages should be sent to:

Stewart Title Company
18000 International Blvd, Suite 500, SeaTac, WA 98188
Attn: Recorder

NOTE B: The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Lts. 16-23, Blk. 28, First Railroad Addition to Des Moines

NOTE C: Please be advised that extended coverage, which would delete paragraphs C, E and F from Schedule B Part 1 to this Commitment, is available for an additional charge (additional underwriting requirements may also apply). Advise your title officer in writing if you desire extended coverage.

NOTE D: A flat Recording Fee will be applied to all residential transactions with the exception of Cash Sales and Relocations. Fees are \$110 if a Refinance and \$180 if a Sale. Any excise tax charges are additional to these proposed fees (example: \$10 for Quit Claim Deeds and Government Transfers).

NOTE E: In the event of cancellation, a cancellation charge may be made.

NOTE F: There are no deeds affecting said land recorded within 24 months of the date of this report.

cle

END OF SCHEDULE B

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

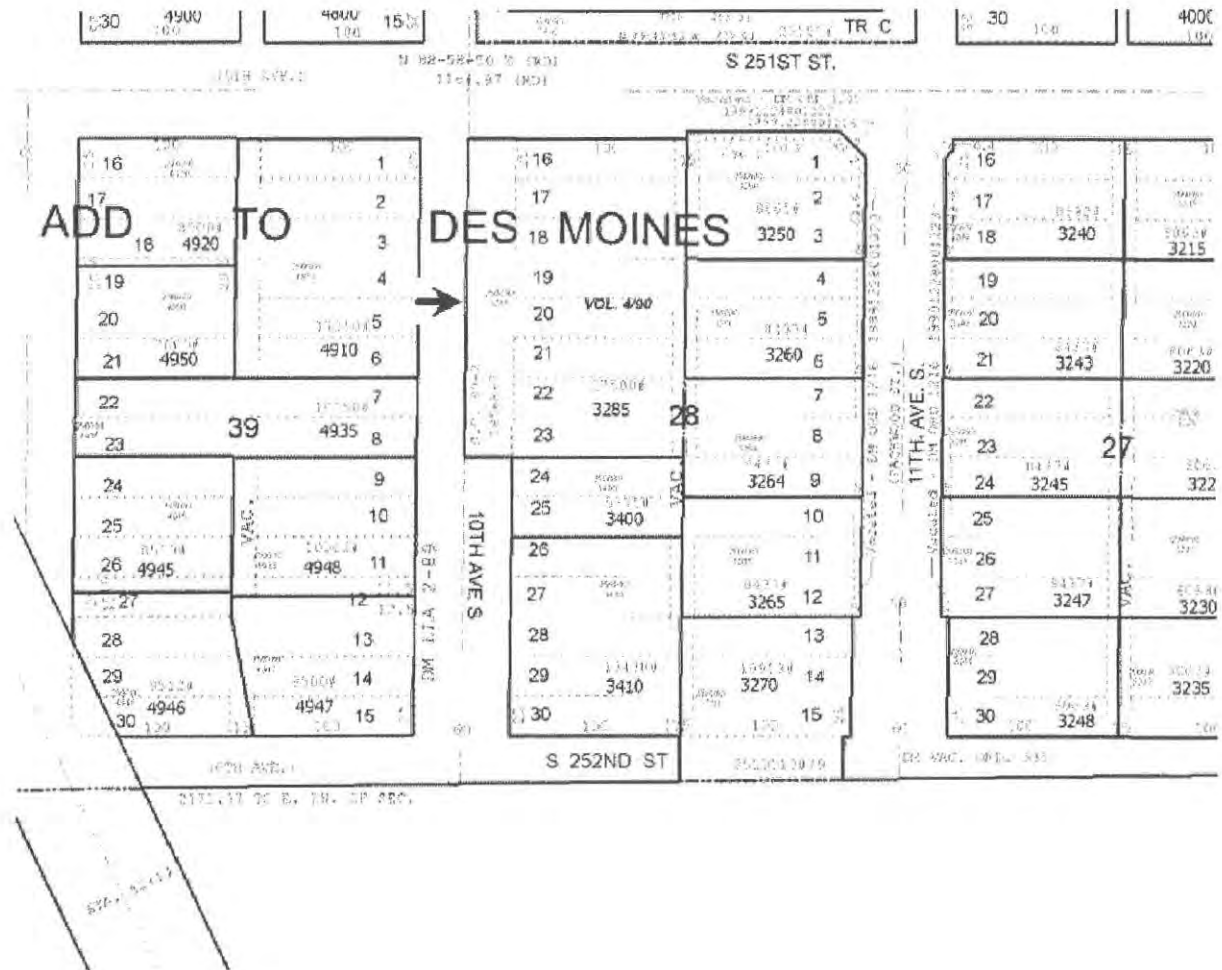
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056



ORDER NO: 01148-35640

This sketch is provided without charge for information. It is not intended to show all matters related to the property including, but not limited to area, dimensions, encroachments or locations or boundaries. It's not a part of, nor does it modify, the commitment or policy to which it is attached. The company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.





September 16, 2014

Ben G. Stark
1310 S. 230th Street
Des Moines, WA 98198

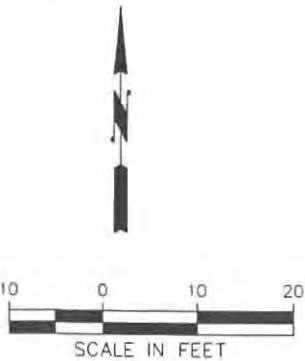
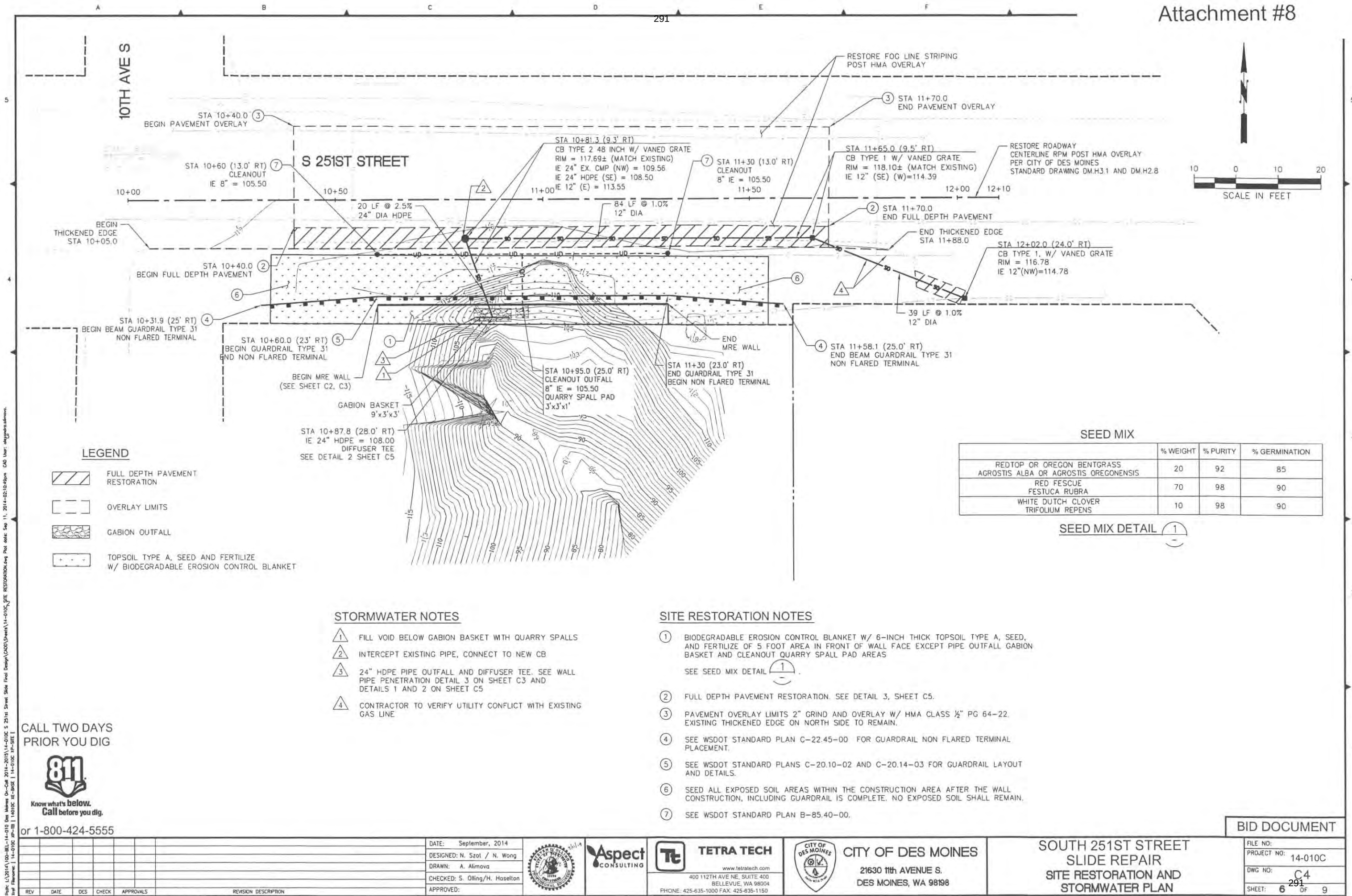
RE: City of Des Moines, S 251st Street Slide Mitigation

I, Ben G. Stark is committed to selling to the City of Des Moines property owned by me, identified by King County Assessor's No. 256080-3285 once the sell is approved by the City Council. The sell price of the subject property is \$23,000.00.

Sincerely

A handwritten signature in black ink that reads "Ben G. Stark". The signature is written in a cursive style with a large, stylized "B" and "S".

Ben G. Stark



SEED MIX			
	% WEIGHT	% PURITY	% GERMINATION
REDTOP OR OREGON BENTGRASS	20	92	85
AGROSTIS ALBA OR AGROSTIS OREGONENSIS			
RED FESCUE	70	98	90
FESTUCA RUBRA			
WHITE DUTCH CLOVER	10	98	90
TRIFOLIUM REPENS			

SEED MIX DETAIL 1

STORMWATER NOTES

- 1 FILL VOID BELOW GABION BASKET WITH QUARRY SPALLS
- 2 INTERCEPT EXISTING PIPE, CONNECT TO NEW CB
- 3 24" HDPE PIPE OUTFALL AND DIFFUSER TEE. SEE WALL PIPE PENETRATION DETAIL 3 ON SHEET C3 AND DETAILS 1 AND 2 ON SHEET C5
- 4 CONTRACTOR TO VERIFY UTILITY CONFLICT WITH EXISTING GAS LINE

SITE RESTORATION NOTES

- 1 BIODEGRADABLE EROSION CONTROL BLANKET W/ 6-INCH THICK TOPSOIL TYPE A, SEED, AND FERTILIZE OF 5 FOOT AREA IN FRONT OF WALL FACE EXCEPT PIPE OUTFALL GABION BASKET AND CLEANOUT QUARRY SPALL PAD AREAS
SEE SEED MIX DETAIL 1
- 2 FULL DEPTH PAVEMENT RESTORATION. SEE DETAIL 3, SHEET C5.
- 3 PAVEMENT OVERLAY LIMITS 2" GRIND AND OVERLAY W/ HMA CLASS 1/2" PG 64-22. EXISTING THICKENED EDGE ON NORTH SIDE TO REMAIN.
- 4 SEE WSDOT STANDARD PLAN C-22.45-00 FOR GUARDRAIL NON FLARED TERMINAL PLACEMENT.
- 5 SEE WSDOT STANDARD PLANS C-20.10-02 AND C-20.14-03 FOR GUARDRAIL LAYOUT AND DETAILS.
- 6 SEED ALL EXPOSED SOIL AREAS WITHIN THE CONSTRUCTION AREA AFTER THE WALL CONSTRUCTION, INCLUDING GUARDRAIL IS COMPLETE. NO EXPOSED SOIL SHALL REMAIN.
- 7 SEE WSDOT STANDARD PLAN B-85.40-00.

CALL TWO DAYS PRIOR YOU DIG



Know what's below. Call before you dig.

or 1-800-424-5555

REV	DATE	DES	CHECK	APPROVALS	REVISION DESCRIPTION

DATE: September, 2014
DESIGNED: N. Szot / N. Wong
DRAWN: A. Alimova
CHECKED: S. Olling/H. Haselton
APPROVED:

Aspect CONSULTING

TETRA TECH
www.tetrattech.com
400 112TH AVE NE, SUITE 400
BELLEVUE, WA 98004
PHONE: 425-635-1000 FAX: 425-635-1150

CITY OF DES MOINES
21630 11th AVENUE S.
DES MOINES, WA 98198

SOUTH 251ST STREET
SLIDE REPAIR
SITE RESTORATION AND
STORMWATER PLAN

BID DOCUMENT
FILE NO:
PROJECT NO: 14-010C
DWG NO: C4
SHEET: 6 OF 9

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing: First Addendum to the Amended and Restated Second Development Agreement for the Des Moines Creek Business Park

ATTACHMENTS:

1. Draft Resolution 14-186 proposing clarifications to the 2nd Development Agreement
2. Draft First Addendum to the Second Development Agreement with the Port of Seattle for DMCBP

FOR AGENDA OF: September 25, 2014

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: September 18, 2014

CLEARANCES:

[X] Planning, Building & Public Works DEL

[X] Legal PS

[X] Finance ph

**APPROVED BY THE CITY MANAGER
FOR SUBMITTAL** 

Purpose and Recommendation:

The purpose of this agenda item is to approve the First Addendum to the Amended and Restated Second Development Agreement (hereinafter "Addendum") with the Port of Seattle for the Des Moines Creek Business Park (DMCBP) approved by City Council on February 20, 2014. The Addendum will be considered by the Port of Seattle Commission later this fall.

Motion:

Motion: "I move to approve Draft Resolution 14-186 approving the First Addendum to the Amended and Restated Second Development Agreement with the Port of Seattle regarding the Des Moines Creek Business Park, and authorize the City Manager to sign the Addendum substantially in the form as provided."

Background

On February 20, 2014, the City Council approved Resolution 1252 approving the Amended and Restated Second Development Agreement By and Between the City of Des Moines and the Port of Seattle (hereinafter referred to as Second Development Agreement). The Second Development Agreement was subsequently approved and signed by the Port on June 10, 2014.

The Port's lease negotiations with its developer were finalized after the City approved the Development Agreement and the Port has identified the need for some clarification and changes to the Second Development Agreement regarding the transfer of stormwater detention tracts and the ownership and management of identified environmentally critical area tracts.

Discussion:

The First Addendum clarifies the terms and conditions for transfer of stormwater detention tracts when completed and the ownership and management of environmentally critical area tracts.

The DMMC requires that completed stormwater facilities be transferred to the City but does not require that these transfers be completed in conjunction with finalizing the subdivision. The proposed addendum clarifies that such transfers will be made upon completion of each facility.

DMMC 17.35.190 (2) requires developers to place environmentally critical areas in tracts and then transfer those tracts to the City for management when the subdivision is completed. If the City Council adopts Draft Ordinance 14-188 on September 25, 2014, this section of the DMMC would be expanded to allow the City Council to approve ownership of such tracts by the Port or other political subdivisions if the City Council believes it to be in the public interest.

Continued Port ownership of the three critical area tracts (Tracts X, Y and Z totaling 6.52 acres) on the DMCBP site was never identified as an issue during any of the Second Development Agreement negotiations and it was not until after the Port had completed its lease negotiation with Panattoni and was finalizing its Short Plat for recording that the problem was identified. City staff had always assumed that these tracts would be transferred to the City per DMMC 17.35.190 (2) as has been the City's longstanding practice.

Both the Port and Panattoni consider these three tracts to be integral to the development and management of the overall DMCBP. The Ports lease requires Panattoni to manage these tracts in accordance with all applicable City, County, State and Federal laws and regulations, and there is strong accountability from Panattoni to the Port to do this through their lease. Their accountability is actually stronger and more direct than would be the case if the tracts were transferred to the City and the City needed to enforce its environmental standards because of development or operational problems caused by Panattoni or do other maintenance on those tracts because of natural or other conditions such as erosion, noxious weed management, vandalism or trespassing by the homeless.

Alternatives:

Council has the option to decline to approve the Port's request to retain ownership of Tracts X, Y and Z as proposed and require the Port to transfer the environmentally critical tracts to the City as currently required. This would require the Port to re-open its lease negotiations and modify their land leases with Panattoni, request that the Port Commission approve the modified leases and also authorize the transfer of these Port properties to the City, and require that the and Port Commission and perhaps the City Council approve the First Addendum to the Second Development Agreement.

Financial Impact:

There is a small and currently unknown positive financial impact to the City by allowing the Port to retain public ownership of these tracts because they have negotiated a small lease payment from Panattoni for these three critical area tracts because the Port considers them to be integral to the development and management of the overall DMCBP. This lease revenue is subject to leasehold excise tax, a portion of which is received by the City.

Recommendations/Conclusion:

Administration recommends that the City Council approve Draft Resolution No. 14-186 approving the First Addendum and authorizing the City Manager to sign the Addendum once Draft Ordinance No. 14-188 becomes effective.

Concurrence:

Planning, Building, and Public Works, Legal and Finance Departments concur.

PLANNING, BUILDING, AND PUBLIC WORKS FIRST DRAFT 9/6/2014**DRAFT RESOLUTION NO. 14-186**

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON clarifying the terms and conditions of the Amended & Restated Second Development Agreement for the Port of Seattle's development of the Des Moines Creek Business Park (DMCBP).

WHEREAS, the Port owns property located in the City of Des Moines on which the DMCBP is to be located that is bounded by South 216th Avenue on the south, 24th Avenue South on the east, South 208th on the north, and the former SR-509 right-of-way to the west, and

WHEREAS, the property is being developed to create an attractive and safe community asset, a vibrant employment center, a new source of direct and indirect long-term revenue for both the Port and the City, and increasing trade opportunities for the region, and

WHEREAS, the City Council adopted Resolution 1252 on February 20, 2014, approving the Amended & Restated Second Development Agreement By & Between (hereinafter the "Second Development Agreement") the City of Des Moines and Port of Seattle in connection with the Development of the Des Moines Creek Business Park (hereinafter the "DMCBP") property, and

WHEREAS the Port Commission approved the Second Development Agreement on June 10, 2014 thereby finalizing the Agreement, and

WHEREAS, the Port's lease negotiations with its developer have identified the need for some clarification and changes to the Amended & Restated Second Development Agreement regarding the management of identified environmentally critical area tracts and the transfer of stormwater detention tracts, and

WHEREAS, the City and the Port now enter into this First Addendum to the Amended & Restated Second Development Agreement to clarify the terms and conditions for the management of environmentally critical areas and transfer of stormwater detention tracts when completed; now therefore,

Resolution No. _____
 Page 2 of 2

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

The City Council hereby authorizes the City Manager to enter into the First Addendum to the Amended & Restated Second Development Agreement By and Between the City of Des Moines and Port of Seattle, substantially in the form as attached hereto as Attachment "A" and incorporated herein by reference, for the development of the Des Moines Creek Business Park once Draft Ordinance No. 14-188 becomes effective.

ADOPTED BY the City Council of the City of Des Moines, Washington this _____ day of _____, 2014 and signed in authentication thereof this _____ day of _____, 2014.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

**FIRST ADDENDUM TO THE AMENDED & RESTATED SECOND
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF DES MOINES AND THE PORT OF SEATTLE**

WHEREAS this First Addendum to the Amended & Restated Second Development Agreement (hereinafter "First Addendum") is entered into between the City of Des Moines (hereafter "City") and the Port of Seattle (hereafter "Port") in connection with the real property described herein (hereinafter referred to as the "Property"), and development of the Property by its assigns for the purposes and on the terms and conditions set forth herein; and

WHEREAS the City and the Port entered into the Amended & Restated Second Development Agreement By & Between the City of Des Moines and Port of Seattle (hereinafter the "Second Development Agreement") in connection with the Development of the Des Moines Creek Business Park (hereinafter the "DMCBP") property on June 10, 2014; and

WHEREAS the following sections of the Second Development Agreement are superseded by this First Addendum for purposes of this Agreement:

(1) SECTION 12. DRAINAGE REQUIREMENTS AND INFRASTRUCTURE. Subsections 12.1, General, and 12.2, Detention Tracts, amended.

(2) SECTION 13. ENVIRONMENTALLY CRITICAL AREAS. Subsection 13.5, Tracts, amended.

WHEREAS, the City Council adopted Resolution 1252 on February 20, 2014, which proposed to expedite the review and approval of plans to develop the DMCBP; and

WHEREAS, the Port's lease negotiations with its developer have identified the need for some clarification and changes to the Second Development Agreement regarding the transfer of stormwater detention tracts and the management of identified environmentally critical areas; and

WHEREAS, the City and the Port now enter into this First Addendum to clarify the terms and conditions for the transfer of stormwater detention tracts when completed and management of environmentally critical areas.

NOW, THEREFORE, the City and the Port agree to amend Section 12, Drainage Requirements and Infrastructure, and Section 13, Environmentally Critical Areas, as follows:

I. SECTION 12. DRAINAGE REQUIREMENTS AND INFRASTRUCTURE

The following sections are amended to read as follows:

12.1 General. The Port shall provide stormwater facilities to address surface water runoff created as the result of development of the Property. All stormwater facilities shall be located in separate public tracts. The stormwater facilities will be built by the Port, and, upon completion, deeded to the City ~~as part of the DMCBP Short Plat~~ for long-term ownership and maintenance.

12.2 Detention Tracts. Pursuant to DMMC 17.35.130, all the two proposed detention facilities are to be located within separate tracts (Tracts A and B) as part of the DMCBP Short Plat. Tracts A and B that are to be deeded to the City upon completion of the facility on each respective Tract, whereupon the City shall assume all maintenance and ownership responsibilities. A private access easement to the detention tracts shall also be provided to allow access to the facilities for water quality testing that may be required in order to meet any issued industrial NPDES permits. Prior to City acceptance of the detention facilities, the Port will provide the City with an operations and maintenance manual for the care of the facilities, including any special instructions for maintaining any protective netting or plantings required to satisfy FAA regulations.

II. SECTION 13. ENVIRONMENTALLY CRITICAL AREAS

The following section is amended to read as follows:

13.5 Tracts. The Port agrees to place the wetlands and corresponding buffers, streams buffers, and ravine sidewalls and corresponding buffer into separate tract(s) (Tracts X, Y, and Z) as part of the DMCBP Short Plat (the "Environmentally Critical Area Tracts"). The City and the Port agree that the Port will retain ownership of Environmentally Critical Area Tracts X, Y and Z in accordance with DMMC 17.35.190 (2) as amended by Draft Ordinance 14-188, and that the Port shall retain all maintenance and other ownership responsibilities of such tracts through their ground leases with the Developer which require that the tracts be managed in accordance with all applicable federal, state and City environmental and critical area regulations.

III. Entire Understanding, Modification, and Authority

A. Modification. This First Addendum may be amended or modified only by mutual agreement of the parties expressed in writing.

B. Jurisdictional Authority. This First Addendum is specific to the Project and is not intended to transfer any degree of jurisdictional authority held by one

party to the other party, nor is it to be misconstrued as recognition of jurisdictional authority which either party may duly claim.

VI. Effective Date

This First Addendum must be approved by the City Council of the City of Des Moines and the Port Commission of the Port of Seattle and shall become effective on the date of final signature below.

CITY OF DES MOINES

Anthony A. Piasecki, City Manager

Date: _____

By the direction of the Des Moines City Council
taken at an open public meeting on September
25, 2014.

APPROVED AS TO FORM

Pat Bosmans, City Attorney
City of Des Moines

Date: _____

PORT OF SEATTLE

_____, Chief Executive Officer

Date: _____

At the direction of the Port Commission of the
Port of Seattle taken at an open public meeting on

_____.

APPROVED AS TO FORM

Soojin E. Kim
Senior Port Counsel
Port of Seattle

Date: _____

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing for SV2009-003: Street Vacation of Public Right-of-Way within City of Des Moines known as 5th Place South, south of South 287th Street – Second Reading.

FOR AGENDA OF: September 25, 2014

DEPT. OF ORIGIN: PBPW

DATE SUBMITTED: September 16, 2014

ATTACHMENTS:

1. Draft Ordinance No. 14-137
2. Copy of Petition
3. DMMC 12.10
4. Resolution No. 1268
5. Street/Alley Vacation Checklist

CLEARANCES:

- ☒ Legal PB
☐ Finance N/A
☐ Marina N/A
☐ Parks, Recreation & Senior Services N/A
☒ Planning, Bldg & Public Works DJB
☐ Police N/A
☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL

Michael D. Nease
ACM

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider the second reading of Draft Ordinance No. 14-137 (refer to Attachment 1), for the vacation of a certain portion of right-of-way in accordance with the provisions of DMMC 12.10.040 and RCW 35.79.010.

Suggested Motion

Motion 1: “I move to enact Draft Ordinance No. 14-137 approving the vacation of certain portions of public rights-of-way/streets specifically identified and legally described in Draft Ordinance Number 14-137 on second reading.”

Background

Deborah L. Millard originally filed application materials with the City in December 2008, requesting vacation of public right of way within an area known as 5th Place South, south of South 287th Street (refer to Attachment 2). Staff usually receives 1 or 2 vacation requests a year and typically assigns this work a low priority due to other competing issues and needs within the Department. Due to workload and staffing issues at that time, (including a loss of position in Engineering) this street vacation application took quit a bit of time to process. Staff worked with the applicant on several iterations of

how the Right-of-Way was to be split to adjoining property owners to be consistent with State Law. This further delayed the process as new legal descriptions and exhibits had to be rewritten and reviewed. The City was in the process of completing the review of the street vacation application in April of 2011 but at that time the applicant chose to postpone the process. In May of 2013 the applicant contacted the City to restart the street vacation request. Since May, Staff has been able to work on the vacation request when other existing workloads allow. Recently staff has completed the necessary steps to bring the vacation request forward to Council.

Street Vacation Process:

The street vacation process is listed in Chapter 12.10 of the DMMC and in RCW 35.79. The process is as follows: The street vacation petition and non-refundable fee is filed with the Public Works Director. The petition must be signed by at least two-thirds of the adjacent property owners. The Public Works Department sends the application to all public utilities in the area, as well as other City Departments and South King Fire and Rescue. The utilities state whether they have utilities within the right-of-way and request an easement if necessary. Other City Departments and South King Fire and Rescue provide comments as necessary and state whether they approve or disapprove of the proposed street vacation.

The Public Works Director then either approves or disapproves the petition. If the petition is not approved, the Public Works Director sends a written response to the petitioner citing the rationale for the denial and indicates that the denial may be appealed to the hearings examiner.

If the petition is approved, a date is for a public hearing which is within 60 days of the resolution that sets the hearing date. A Notice of Public Hearing is mailed to all adjacent property owners, placed in three of the most conspicuous places in the City, printed twice in the Seattle Times, and a copy of the notice is placed in a conspicuous place on the right-of-way that is proposed for vacation.

The public hearing is held and any objections to the street vacation are noted. The street vacation may go to a second hearing if needed. If the Council approves the street vacation, the City Clerk records the ordinance with King County as a deed. The ordinance does not go into effect until the City receives compensation, if due, from the adjacent property owner(s).

The ordinance may exercise the right to grant easements for the construction, repair, and maintenance of public utilities and services.

Discussion

The area requested to be vacated is identified in Exhibit A of Attachment 1. The application meets the statutory requirements of RCW 35.79, and has the signatures of 3 of the 4 abutting property owners.

Staff mailed notices of this proposed street vacation to all utility purveyors and other City departments originally in December of 2009, requesting their comments and input on the issue. Since the street vacation was put on hold and a significant amount of time had passed the City again noticed utility purveyors and other City Departments on July 12, 2013. Utility purveyors and other City departments responded by August 9, 2013.

A thorough review of all responses received showed that the area requested to be vacated is unimproved public right-of-way. The area was platted under the Redondo Beach Division No. 1 in 1907. Since the proposed area was never improved for transportation purposes, the right-of-way can be vacated as a matter of law under the Laws of 1889-1891. The right-of-way is classified as a "Type C" right-of-way pursuant to DMMC 12.10.050 (refer to Attachment 3), therefore compensation is not required. The area requested to be vacated is not needed for any present or future transportation purposes. Vacating this

area will not result in land locking any present or future properties, and the vacated property can be placed back on the tax rolls.

There are existing public utilities within the right of way including City of Des Moines Surface Water, Lakehaven Utility, Century Link, and Puget Sound Energy. They will continue to have easements through the potentially vacated areas. Utilities that were contacted and are not affected are: Water District #54, Highline Water District, Midway Sewer District, AT&T, Comcast, and Southwest Suburban Sewer District.

During the first reading of the street vacation held at the Council Meeting on August 14, 2014, a number of comments were received from citizens. A general summary of the comments along with staff responses are as follows:

• Comments for and against the removal of trees for landscaping, buffers, and view.	• The removal or preservation of trees in the right-of-way to be vacated cannot be included as part of the vacation process, unless the City retained an easement over the property for such. No such easement is necessary for Public Works purposes and therefore, placing such conditions on the property is not recommended by staff.
• Water saturation of the ground within the street vacation area. City should do something before vacating land.	• SWM staff has looked into this concern. This is a ground water issue in which the City has no jurisdiction over. The City has current infrastructure in place within the vacation area that is conveying storm water and will be located within an easement at the completion of the street vacation.
• Would like the Right-of-Way distributed differently than what is proposed. Do not want to have to go through the Lot Line Adjustment process.	• The street vacation must follow the requirements of RCW 35.79.040 which state that “the property within the limits so vacated shall belong to the abutting property owners, one-half to each. The proposed street vacation as shown in Exhibit A of Attachment 1 meets these requirements. Once the street vacation process is complete the property owners are able to do as they wish with their property and may adjust lot lines as needed through the Lot Line Adjustment process.

Procedural Requirements

As authorized by RCW 35.79.010 this request for vacation was initiated by the legislative action of the City Council under Resolution No. 1268 (refer to Attachment 4). Vacation of public rights-of-way requires a public hearing before the City Council set by resolution no more than 60 days but not less

than 20 days prior to the public hearing per RCW 35.79.010 and DMMC 12.10.060. On June 26, 2014, the City Council approved Resolution No. 1268 setting a public hearing on August 14, 2014. Notice of the public hearing was provided as required by RCW 35.79.020. At the City Council meeting on August 14, 2014, Draft Ordinance 14-137 was passed to a second reading scheduled for September 16, 2014.

State Environmental Policy Act (SEPA)

The vacation of public rights-of-way are categorically exempt from the State Environmental Policy Act pursuant to WAC 197-11-800(2)(h) adopted by reference per DMMC 16.05.350.

Alternatives

The City Council has the following alternatives:

- (1) Enact the draft ordinance on 2nd reading as written.
- (2) Enact the draft ordinance on 2nd reading with amendments by the City Council.
- (3) Not enact the draft ordinance.

Financial Impact

By vacating these portions of currently unimproved public right-of-way, the property can be placed back onto the tax rolls, thus allowing the City to collect property taxes.

Recommendation or Conclusion

Administration recommends that the City Council enact Draft Ordinance No. 14-137, vacating those portions of public right-of-way as per staff recommendations on Page 2 of the Street/Alley Vacation Checklist (refer to Attachment 5).

Concurrence

Administration, Planning, Building, and Public Works, and Legal Departments concur.

CITY ATTORNEY'S SECOND DRAFT 09/18/2014

CITY ATTORNEY'S FIRST DRAFT 08/14/2014

DRAFT ORDINANCE NO. 14-137

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, vacating a portion of City right-of-way in an area generally described as a portion of public right-of-way within an area known as 5th Place South, south of South 287th Street located in the City of Des Moines, subject to the applicant's compliance with requirements set forth herein.

WHEREAS, DMMC 12.10.060 adopts the street vacation procedures of chapter 35.79 RCW, and

WHEREAS, The City has received a petition from Deborah L. Millard to vacate a portion of the public right-of-way commonly known as 5th Place South, south of South 287th Street located in the City of Des Moines as shown on Exhibit "A", attached hereto and incorporated by reference, and

WHEREAS, the petition was signed by the owners of more than two-thirds of the property abutting the portion of the streets sought to be vacated as required by RCW 35.79.010, and

WHEREAS, RCW 35.79.010 requires that the City Council set the public hearing and date by resolution which was, in this case, established by Resolution No. 1268 fixing the public hearing for August 14, 2014, to be followed by City Council action, and

WHEREAS, notice of the public hearing was given in accordance with RCW 35.79.020 and the public hearing was held before the Des Moines City Council on August 14, 2014, and all persons wishing to be heard were heard, and

WHEREAS, the City Council passed the Ordinance to a second reading on September 25, 2014, and all persons wishing to be heard were heard, and

WHEREAS, no objections to the vacation were filed by any abutting property owners prior to the hearing, and the City Council finds that no person has demonstrated special injury due to substantial impairment of access to such person's property; now therefore,

Draft Ordinance No. 14-137
Page 2 of 5

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

Sec. 1. Findings adopted. Based on the evidence presented, the City Council adopts the following findings of fact:

(1) The public right-of-way subject to this Ordinance consists of portions of public rights-of-way identified as 5th Place South, south of South 287th further legally described in Section 2 of this Ordinance; and

(2) The public right-of-way described in section 2 of this Ordinance was not improved for transportation purposes nor dedicated under the Plat and Subdivision Act of 1969 currently codified as chapter 58.17 RCW, its predecessor the Platting and Subdivision Act of 1937 previously codified as chapter 58.16 RCW or under the Laws of 1889-90; and

(3) The public right-of-way which is described in section 2 of this Ordinance is not necessary for present and future use by public utilities or for native growth protection; and

(4) The public right-of-way was recorded as the Redondo Beach Division No. 1, has never been opened for transportation purposes, and

(5) The public right-of-way described in section 2 is not used at all, for the reason it is not improved; and

(6) The right-of-way is not required for the present and future needs of the citizens of the City of Des Moines for vehicular transportation purposes; and

(7) It is in the public interest to vacate this right-of-way; and

(8) The right-of-way is classified as a Class "C" right-of-way since no public funds have were ever expended in its acquisition; and

(9) Vacation of a Class "C" right-of-way requires no compensation.

Draft Ordinance No. 14-137
Page 3 of 5

Sec. 2. Right-of-way vacation. Subject to the requirement set forth in section 3 this Ordinance, the following legally described public right-of-way as depicted on the attached map (incorporated herein by this reference) entitled Exhibit "A" is vacated and the property within the right-of-way so vacated shall belong to the respective abutting property owners, one-half to each as required by RCW 35.79.040:

That portion unopened Sound View Drive South abutting lots 1 and 2, Block 2 of the plat of Redondo Beach Division No. 1 along with that portion of unopened 5th Place South abutting lot 22, Block 3 of the plat of Redondo Beach Division No. 1; together with that portion of unopened 5th Place South abutting the western property line of Redondo Ridge Condominiums, in the City of Des Moines, King County, Washington.

Sec. 3. Conditions of right-of-way vacation. The right-of-way subject to vacation under this Ordinance shall be subject to the following conditions:

(1) The abutting property owners shall not be required to pay the City of Des Moines on compensation for vacation of this Class C right-of-way, pursuant to DMMC 12.10.070(2)(c).

(2) The abutting property owners recognize that the City of Des Moines retains an easement or the right to exercise and grant easements for utility purveyors in respect to the land vacated by this Ordinance for the construction, repair, and maintenance of public utilities and services, and that the City of Des Moines will grant utility easements through the right-of-way subject to vacation under this Ordinance:

(a) To protect existing City of Des Moines Surface Water Management storm water facilities in locations and dimensions generally described as twenty (20) feet over existing facilities, and extending ten (10) feet past the end of existing facilities, within 5th Place South; and

(b) To protect existing Lakehaven Utility District facilities in locations and dimensions generally described as

Draft Ordinance No. 14-137

Page 4 of 5

twenty (20) feet over existing facilities, (boundary offset 5'/15' from pipe centerline), within 5th Place South; and

(c) A non-exclusive perpetual Easement ten (10) feet in width is granted to Puget Sound Energy, Inc., its successor and assigns, together with the right to lay, construct, support, attach, connect, operate, maintain, repair, replace, improve, remove, extend, enlarge and use any and all of its facilities in, upon, over, under, along, across and through the Easement Area(s) for one or more underground electric and gas utility systems for the transmission, distribution and sale of gas and electricity; and

(d) To protect existing Century Link communication facilities in locations and dimensions generally described as ten (10) feet over existing facilities, within 5th Place South; and

(e) For the purposes of easement retention, the above-mentioned easement dimensions are based upon being centered over the existing utility facilities.

(3) Petitioner, Deborah L. Millard, shall be responsible for obtaining and recording all utility easements referenced herein, and provide recorded copies of such easements to the City of Des Moines. If the utility easements are not obtained and recorded, and proof of such provided to the City of Des Moines, within 180 days of the signing of this Ordinance, this Ordinance shall be repealed and the street vacation shall be null and void.

Sec. 4. Easements and reservation of easements.

Pursuant to RCW 35.79.030, the City of Des Moines retains or will be granted easements as set forth in section 3 of this Ordinance and retains the right to exercise and grant easements in respect to the land vacated by this Ordinance and abutting property for the construction, repair, and maintenance of public utilities and services, and for vehicular access.

Draft Ordinance No. 14-137
Page 5 of 5

Sec. 5. Severability - Construction.

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

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

Sec. 6. Recordation. The City Clerk shall cause a certified copy of this ordinance to be recorded in the records of the King County Recorder.

Sec. 7. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this 25th day of September, 2014 and signed in authentication thereof this 25th day of September, 2014.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT DRAWING FOR STREET VACATION

KING COUNTY, WASHINGTON

SW 1/4 of the SW 1/4 of Section 32, Township 22 North, Range 4 East, W.M.

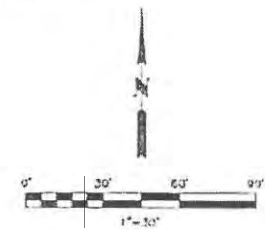
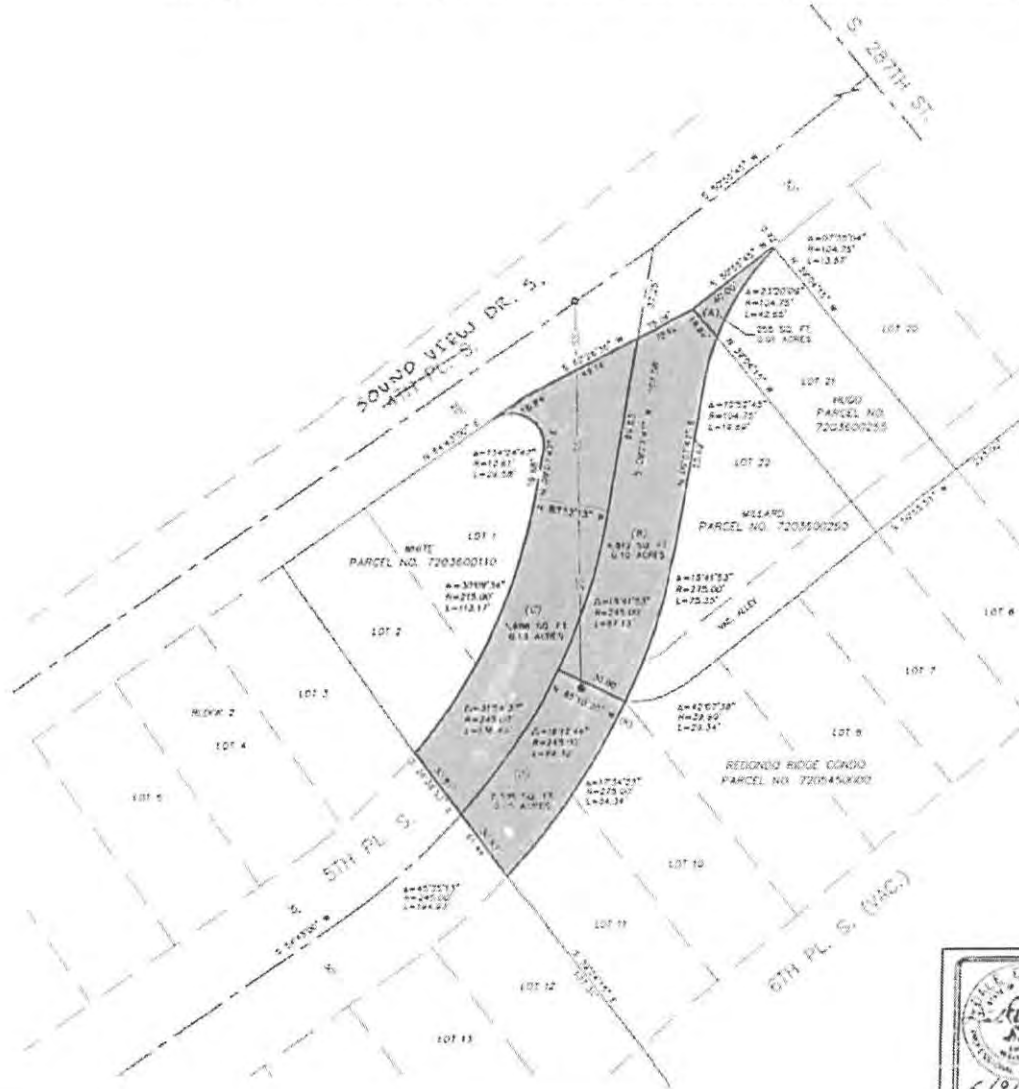


EXHIBIT A



Surveyed for:		DEBBIE MILLARD 28726 SOUNDVIEW DRIVE SOUTH DES MOINES, WA 98198	
Scale:	1"=30'	Crown:	D.O.
Date:	6/9/14	Approved:	D.O.
Surveyed by:	SAILER/BARNARD & ASSOC. P.C. 717 W. STEWART FALLS CHURCH, VA 22034		
Phone (202)	848-2170	Eng. No.	10-045

Page 1 of 1



DEPARTMENT OF PUBLIC WORKS
21550 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6317
(206) 870-6522 FAX: (206) 870-8536



PETITION FOR THE VACATION OF
A PUBLIC STREET OR ALLEY

NAME OF PETITIONER (S): DEBORAH L. MILLARD

LOCATION OF PROPERTY: 28726 SOUND VIEW DR. S.
Des Moines, WA 98198

TO THE CITY COUNCIL OF DES MOINES, STATE OF WASHINGTON:

1. I/We, the undersigned owner(s) of the property abutting on that (street) (alley) commonly known as 5th PLACE SO, herein sought to be vacated, petition the legislative body of the City of Des Moines to vacate the following portion of, to wit (exact legal description of property to be vacated):

SECTION 32; TOWNSHIP 22N; RANGE 04E;
5th PL. SO. BETWEEN BLOCKS 2 AND 3 - (SEE ATTACHED)

2. This (street) (alley) vacation is requested for the following purposes:

FOR RESIDENTIAL USE - SINGLE FAMILY

3. This (street) (alley) sought to be vacated is presently being used for the following purposes:

DRIVEWAY, PARKING, LANDSCAPED YARD
INGRESS, EGRESS

4. The property abutting the (street) (alley) to be vacated is served by the following public utilities (state the name and mailing address for each separate utility):

PAGE 1 SOUND ENERGY BOT-01H POB 912 69, Bellevue WA
LAKEHAVEN WATER DSR PO Box 34882, Seattle, 98009
WA 98124

5. The owners or reputed owners of ALL lots, parcels of land, or other property abutting upon the street or alley or any part thereof sought to be vacated, as shown on the rolls of the King County Treasurer, are (if deceased, so state; use additional paper if necessary):

Name	Mailing Address	Telephone
GENE & Susan White	28742 Redondo Beach Dr. S., Des Moines WA	
DEBBIE MILLARD	28726 Sound View Drs. 206 200 0422	98198
CHUCK & GABRIELLE HUGO	1600B SW Dash Pt Rd PMB 76	Federal Way WA 98003
REDONDO RIDGE CONDOMINIUM	28701 6th PL. S. Des Moines	

Page 2

6. The undersigned Petitioners have attached hereto two (2) King County Assessor's Maps that show each lot within three hundred (300) feet of the exterior boundaries of the property sought to be vacated.

7. For each undersigned Petitioner, state:

- A. Name: DEBORAH MILLARD
- B. Date property was acquired: NOV. 15, 2002
- C. Nature of instrument: R.E. CONTRACT
- D. If answer to "C" is real estate contract, state the name and mailing address of the seller from whom you are purchasing (Note: The "seller" must also sign this petition):

Fulfillment Deed 3/7/05

- E. State the King County Auditor's receiving number under which instrument is recorded:

Date of Recording: MARCH 14, 2005

- F. Legal description of property owned:

LOT 22 in Block 3 of Redondo Beach
division Number 1 as per plat recorded in
Volume 16 of Plats, Page 40, Records K.C. Auditor

STATE OF WASHINGTON)

) SS.

COUNTY OF KING

Deborah L. Millard, being duly sworn depose and say that I am/we are the owner(s) of the property/properties involved in this application and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my/our knowledge and belief.

Deborah L. Millard

SUBSCRIBED AND SWORN TO BEFORE ME this 29th day of December, 2004.



Devin Paul Fugh
 Notary Public in and for the State of Washington, residing at Kirkland

W. H. H. H. H. H.

My commission expires: 11/26/2011

Page 2

6. The undersigned Petitioners have attached hereto two (2) King County Assessor's Maps that show each lot within three hundred (300) feet of the exterior boundaries of the property sought to be vacated.
7. For each undersigned Petitioner, state:
- A. Name: Chuck R Hugo
- B. Date property was acquired: 11-24-91
- C. Nature of instrument: Warranty Deed
- D. If answer to "C" is real estate contract, state the name and mailing address of the seller from whom you are purchasing (Note: The "seller" must also sign this petition):
- _____
- E. State the King County Auditor's receiving number under which instrument is recorded:
- Date of Recording: 11-24-91
- F. Legal description of property owned:
- Redondo Beach division 1
- _____
- _____
- _____

STATE OF WASHINGTON)

) SS.

COUNTY OF KING)

CHARLES R. HUGO, being duly sworn depose and say that I am/we are the owner(s) of the property/properties involved in this application and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my/our knowledge and belief.

CR Hugo

SUBSCRIBED AND SWORN TO BEFORE ME this 31 day of Dec, 2008

Lisa Brewer

Notary Public in and for the State of
Washington, residing at Federal Way
WA

My commission expires: 6/6/2010

Page 2

6. The undersigned Petitioners have attached hereto two (2) King County Assessor's Maps that show each lot within three hundred (300) feet of the exterior boundaries of the property sought to be vacated.

7. For each undersigned Petitioner, state:

- A. Name: CHARLES R. HUGO
- B. Date property was acquired: Nov - 98
- C. Nature of instrument: Warranty deed
- D. If answer to "C" is real estate contract, state the name and mailing address of the seller from whom you are purchasing (Note: The "seller" must also sign this petition):

E. State the King County Auditor's receiving number under which instrument is recorded:

Date of Recording: Nov - 98

F. Legal description of property owned:

Lot 21, Block J, Redondo Beach Division

STATE OF WASHINGTON)

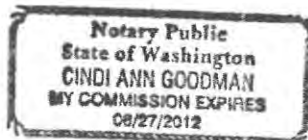
) SS.

COUNTY OF KING)

CHARLES R. HUGO, being duly sworn depose and say that I am/we are the owner(s) of the property/properties involved in this application and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my/our knowledge and belief.

C.R. Hugo

SUBSCRIBED AND SWORN TO BEFORE ME this 14 day of JANUARY, 2009



Cindi Ann Goodman
Notary Public in and for the State of
Washington, residing at 20023-841-5
Kenil, WA. 98033.
My commission expires: 8/27/12

Page 2

6. The undersigned Petitioners have attached hereto two (2) King County Assessor's Maps that show each lot within three hundred (300) feet of the exterior boundaries of the property sought to be vacated.

7. For each undersigned Petitioner, state:

- A. Name: Eugene & Susan White
 B. Date property was acquired: 6-12-97
 C. Nature of instrument: Warranty Deed
 D. If answer to "C" is real estate contract, state the name and mailing address of the seller from whom you are purchasing (Note: The "seller" must also sign this petition):

E. State the King County Auditor's receiving number under which instrument is recorded:

Date of Recording: 6-12-97

F. Legal description of property owned:

Redondo Beach Div #1 SW 1/4
LOT 12 and all 12 & NE 1/4 1/10
of 13 & unplatted strip & to
IDS ADT 74

STATE OF WASHINGTON)

) SS.

COUNTY OF KING)

Eugene White & Susan White, being duly sworn depose and say that I am/we are the owner(s) of the property/properties involved in this application and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my/our knowledge and belief.

Eugene White
Susan White

SUBSCRIBED AND SWORN TO BEFORE ME this 30th day of December, 2008



Vicki C. Sheckler
 Notary Public in and for the State of
 Washington, residing at Ken Meinas
WA

My commission expires: 4/29/2012

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
 County of King)

The undersigned, being first duly sworn, on oath depose and state:

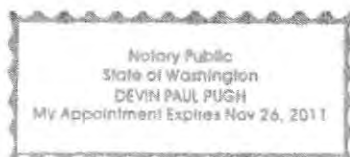
I am a resident of the State of Washington and over the age of 18 years.

That on this 29th day of December, 2008, I deposited in the United States mail, postage prepaid, a PUBLIC NOTICE FOR STREET VACATION, a copy of which is attached hereto, addressed to the following (list each property owner name and address to which Notice was mailed or attach a copy of actual address labels):

<u>NAME</u>	<u>ADDRESS</u>
<u>Gene & Susan White</u>	<u>28742 Redondo Beach Dr. S. Des Moines 98198</u>
<u>Chuck & Gabrielle Hugo</u>	<u>1600B SW Dash Pt Rd #76 Federal Way 98023</u>
<u>Redondo Ridge Condominium</u>	<u>28701 6th Pl S. Des Moines 98198</u>

Deborah A. Millard
 Applicant Signature

SUBSCRIBED AND SWORN to before me this 29th day of December, 2008.



[Signature]
 Notary Public in and for the State of
 Washington, residing at
Kirkland, Washington
 My commission expires:
11/26/2011

DESCRIPTION OF STREET VACATION
(HUGO)(PARCEL A)

THAT PORTION OF 5TH PLACE SOUTH IN THE CITY OF DES MOINES, WASHINGTON, WHICH IS BOUNDED ON THE NORTHWEST AND NORTHEAST BY THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF 5TH PLACE SOUTH AND SOUND VIEW DRIVE SOUTH, HAVING A REFERENCE BEARING OF NORTH 50°55'45" EAST TO THE INTERSECTION OF SOUND VIEW DRIVE SOUTH AND SOUTH 287TH STREET; THENCE SOUTH 9°07'47" WEST, A DISTANCE OF 37.25 FEET; THENCE NORTH 62°26'36" EAST, A DISTANCE OF 25.92 FEET TO A POINT ON A LINE WHICH IS 30.00 FEET SOUTH OF AND PARALLEL TO THE CENTER LINE OF SAID SOUND VIEW DRIVE SOUTH AND ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 21, BLOCK 3, REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS AT PAGE 40, RECORDS OF KING COUNTY, WASHINGTON AND THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 50°55'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY LINE OF SAID LOT 21; THENCE SOUTH 39°04'15" EAST ALONG SAID EXTENSION OF SAID NORTHEASTERLY LINE, A DISTANCE OF 0.92 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF SAID LOT 21 AND THE TERMINUS OF SAID LINE DESCRIPTION;

AND BOUNDED ON THE SOUTHWEST BY THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF 5TH PLACE SOUTH AND SOUND VIEW DRIVE SOUTH; THENCE SOUTH 9°07'47" WEST, A DISTANCE OF 37.25 FEET; THENCE NORTH 62°26'36" EAST, A DISTANCE OF 25.92 FEET TO A POINT ON A LINE WHICH IS 30.00 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF SAID SOUND VIEW DRIVE SOUTH AND ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 21, BLOCK 3, REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS AT PAGE 40, RECORDS OF KING COUNTY, WASHINGTON AND THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 39°04'15" EAST, A DISTANCE OF 14.89' FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF SAID LOT 21, OF SAID BLOCK 3 AND THE TERMINUS OF SAID LINE DESCRIPTION.

CONTAINING: 255 SQ. FT. OR 0.01 ACRES



DESCRIPTION OF STREET VACATION
(MILLARD)(PARCEL B)

THAT PORTION OF 5TH PLACE SOUTH IN THE CITY OF DES MOINES, WASHINGTON, WHICH IS BOUNDED ON THE NORTHWEST AND NORTHEAST BY THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF 5TH PLACE SOUTH AND SOUND VIEW DRIVE SOUTH, HAVING A REFERENCE BEARING OF NORTH 50°55'45" EAST TO THE INTERSECTION OF SOUND VIEW DRIVE SOUTH AND SOUTH 287TH STREET; THENCE SOUTH 9°07'47" WEST, A DISTANCE OF 37.25 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 62°26'36" EAST, A DISTANCE OF 25.92 FEET TO A POINT ON A LINE WHICH IS 30.00 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF SAID SOUND VIEW DRIVE SOUTH AND ON THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY LINE OF LOT 22, BLOCK 3, REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS AT PAGE 40, RECORDS OF KING COUNTY, WASHINGTON; THENCE SOUTH 39°04'15" EAST ALONG SAID LINE EXTENSION, A DISTANCE OF 14.89' FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF SAID LOT 22 AND THE TERMINUS OF SAID LINE DESCRIPTION;

AND BOUNDED ON THE WEST AND THE SOUTHWEST BY THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF 5TH PLACE SOUTH AND SOUND VIEW DRIVE SOUTH; THENCE SOUTH 9°07'47" WEST, A DISTANCE OF 37.25 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE CONTINUING SOUTH 9°07'47" WEST, A DISTANCE OF 69.83 FEET; THENCE ALONG A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 80°52'13" WEST 245.00 FEET DISTANT, THROUGH A CENTRAL ANGLE OF 15°41'53", AN ARC DISTANCE OF 67.13 FEET; THENCE SOUTH 65°10'20" EAST, A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE ALLEY IN BLOCK 3 OF REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS AT PAGE 40, RECORDS OF KING COUNTY, WASHINGTON AND THE TERMINUS OF SAID LINE DESCRIPTION.

CONTAINING: 4,512 SQ. FT. OR 0.10 ACRES



DESCRIPTION OF STREET VACATION
(WHITE)(PARCEL C)

THAT PORTION OF 5TH PLACE SOUTH IN THE CITY OF DES MOINES, WASHINGTON, WHICH IS BOUNDED ON THE NORTH BY THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF 5TH PLACE SOUTH AND SOUND VIEW DRIVE SOUTH, HAVING A REFERENCE BEARING OF NORTH 50°55'45" EAST TO THE INTERSECTION OF SOUND VIEW DRIVE SOUTH AND SOUTH 287TH STREET; THENCE SOUTH 9°07'47" WEST, A DISTANCE OF 37.25 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 62°26'36" WEST, A DISTANCE OF 49.14 FEET TO A POINT ON A LINE WHICH IS 20.00 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF SAID SOUND VIEW DRIVE SOUTH; THENCE SOUTH 54°43'00" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 16.84 FEET, MORE OR LESS, TO THE NORTH LINE OF LOT 1, BLOCK 2, REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS AT PAGE 40, RECORDS OF KING COUNTY, WASHINGTON AND THE TERMINUS OF SAID LINE DESCRIPTION;

AND BOUNDED ON THE SOUTH EAST AND SOUTHWEST BY THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF 5TH PLACE SOUTH AND SOUND VIEW DRIVE SOUTH; THENCE SOUTH 9°07'47" WEST, A DISTANCE OF 37.25 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE CONTINUING SOUTH 9°07'47" WEST, A DISTANCE OF 69.83 FEET; THENCE ALONG A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 80°52'13" WEST 245.00 FEET DISTANT, THROUGH A CENTRAL ANGLE OF 31°54'37", AN ARC DISTANCE OF 136.45 FEET; THENCE NORTH 36°38'53" WEST, A DISTANCE OF 30.81 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF LOT 2 OF SAID BLOCK 2 AND THE TERMINUS OF SAID LINE DESCRIPTION.

CONTAINING: 5,686 SQ. FT. OR 0.13 ACRES.



DESCRIPTION OF STREET VACATION
(REDONDO RIDGE CONDO)(PARCEL D)

THAT PORTION OF 5TH PLACE SOUTH IN THE CITY OF DES MOINES, WASHINGTON, WHICH IS BOUNDED ON THE NORTHEAST BY THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF 5TH PLACE SOUTH AND SOUND VIEW DRIVE SOUTH, HAVING A REFERENCE BEARING OF NORTH 50°55'45" EAST TO THE INTERSECTION OF SOUND VIEW DRIVE SOUTH AND SOUTH 287TH STREET; THENCE SOUTH 9°07'47" WEST, A DISTANCE OF 107.08 FEET; THENCE ALONG A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 80°52'13" WEST 245.00 FEET DISTANT, THROUGH A CENTRAL ANGLE OF 15°41'53", AN ARC DISTANCE OF 67.13 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 65°10'20" EAST, A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE ALLEY IN BLOCK 3 OF REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS AT PAGE 40, RECORDS OF KING COUNTY, WASHINGTON AND THE TERMINUS OF SAID LINE DESCRIPTION;

AND BOUNDED ON THE NORTHWEST AND THE SOUTHWEST BY THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF 5TH PLACE SOUTH AND SOUND VIEW DRIVE SOUTH; THENCE SOUTH 9°07'47" WEST, A DISTANCE OF 107.08 FEET; THENCE ALONG A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 80°52'13" WEST 245.00 FEET DISTANT, THROUGH A CENTRAL ANGLE OF 15°41'53", AN ARC DISTANCE OF 67.13 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE CONTINUING ALONG A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 65°10'20" WEST 245.00 FEET DISTANT, THROUGH A CENTRAL ANGLE OF 16°12'44", AN ARC DISTANCE OF 69.32 FEET; THENCE SOUTH 36°38'53" EAST, A DISTANCE OF 30.63 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 11, BLOCK 3 OF REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS AT PAGE 40, RECORDS OF KING COUNTY, WASHINGTON AND THE TERMINUS OF SAID LINE DESCRIPTION.

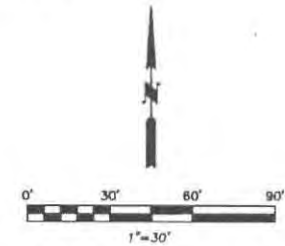
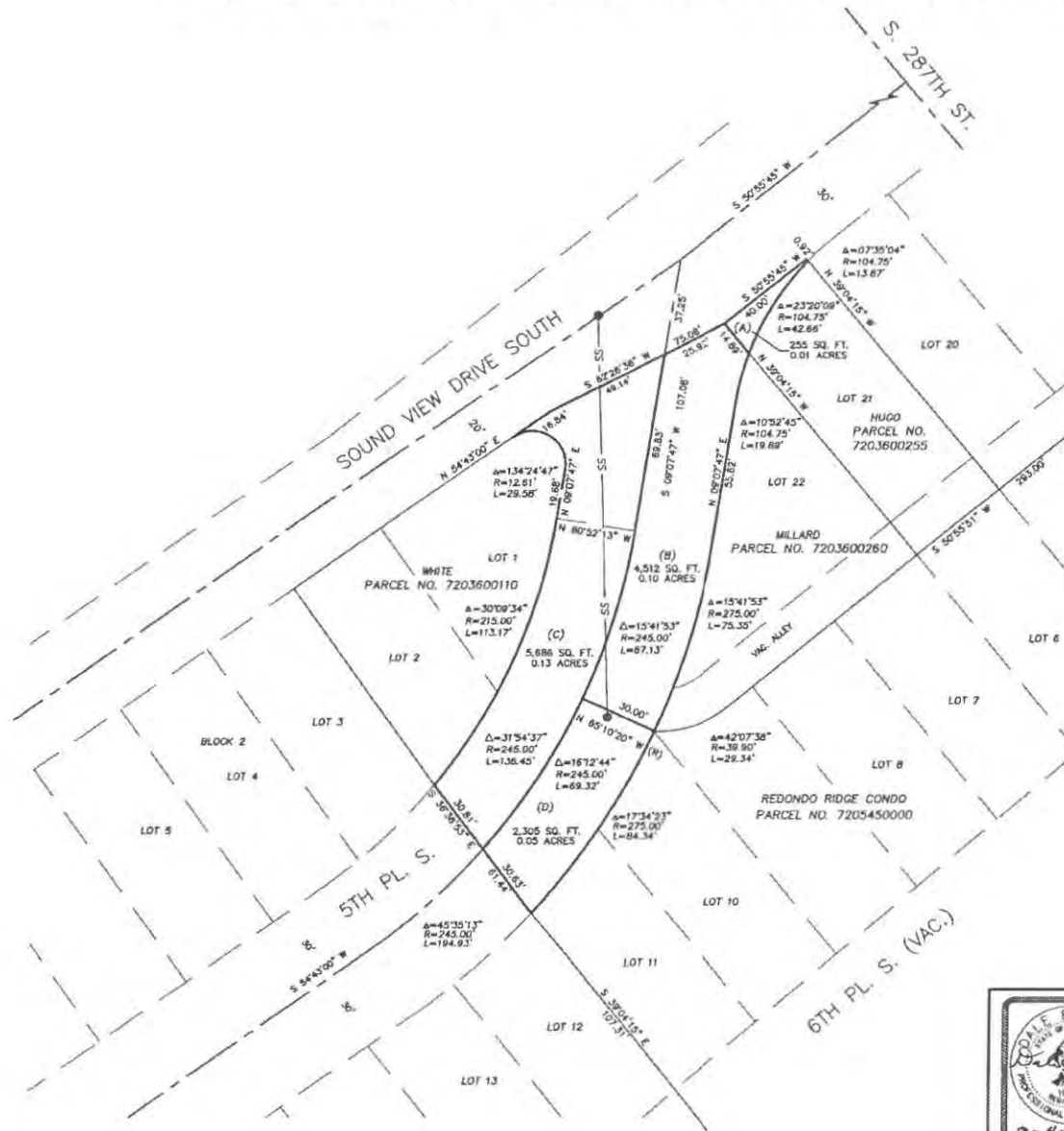
CONTAINING: 2,305 SQ. FT. OR 0.05 ACRES.



EXHIBIT DRAWING FOR STREET VACATION

KING COUNTY, WASHINGTON

SW 1/4 of the SW 1/4 of Section 32, Township 22 North, Range 4 East, W.M.



Surveyed for:		DEBBIE MILLARD 28728 SOUNDVIEW DRIVE SOUTH DES MOINES, WA 98198	
Scale: 1"=30'		Drawn: DO	
Date: 6/9/14		Approved: D.O.	
Surveyed by:		SADLER/BARNARD & ASSOC. INC. 717 W. STEWART PUYALLUP, WA 98371	
Phone (253) 848-9170		Reg. No. 10-045	

Chapter 12.10 VACATION OF PUBLIC RIGHTS-OF-WAY

Sections

<u>12.10.010</u>	Title.
<u>12.10.020</u>	Application.
<u>12.10.030</u>	Purpose.
<u>12.10.040</u>	Authority.
<u>12.10.050</u>	Road classification.
<u>12.10.060</u>	Procedures.
<u>12.10.070</u>	Fees and compensation.
<u>12.10.080</u>	Condition precedent.
<u>12.10.090</u>	Manner of payment.
<u>12.10.100</u>	Appeal.

12.10.010 Title.

This chapter shall be entitled "Vacation of Public Rights-of-Way." [Ord. 1578 § 44, 2013.]

12.10.020 Application.

This chapter shall apply to the vacation of public rights-of-way within the City. [Ord. 1578 § 45, 2013.]

12.10.030 Purpose.

The purpose of this chapter is to set forth the process and procedures for the vacation of public rights-of-way and to make provisions for compensation as set forth below. [Ord. 1578 § 46, 2013.]

12.10.040 Authority.

Petitions for the vacation of City rights-of-way may be granted by the City Council in accordance with the provisions of chapter 35.79 RCW. [Ord. 1578 § 47, 2013.]

12.10.050 Road classification.

For the purposes of this chapter, all public rights-of-way within the City are declared to be within one of three classes:

(1) All streets or alleys that have been part of a dedicated public right-of-way for 25 years or more, all rights-of-way conveyed to or held by the City for transportation purposes for which public funds have been expended in

the acquisition, improvement or maintenance of such rights-of-way interests, and rights-of-way that abut a body of fresh or salt water, are classified Class A rights-of-way.

(2) All City rights-of-way conveyed to or held by the City for transportation purposes for which no public funds have been expended in the acquisition of the same, excluding any Class A rights-of-way and any rights-of-way subject to being vacated by the provisions of section 32, chapter 19, Laws of 1889-90, are classified Class B rights-of-way.

(3) All City rights-of-way originally conveyed to the City by a party who subsequently petitions for the vacation of said rights-of-way for which no public expenditures have been made in the acquisition of the same and any rights-of-way or portions thereof subject to being vacated by the provisions of section 32, chapter 19, Laws of 1889-90; or any other rights-of-way not included within Classes A or B are classified Class C rights-of-way.

[Ord. 1578 § 48, 2013.]

12.10.060 Procedures.

The procedures for the vacation of the public rights-of-way shall be as follows:

(1) The petition for rights-of-way vacation is filed with the Planning, Building and Public Works Director on a form prescribed by the Planning, Building and Public Works Director, and shall contain sufficient facts to enable the Planning, Building and Public Works Director to determine whether the petition(s) have complied with the provisions in this section and chapter 35.79 RCW as presently constituted or as may be subsequently amended.

(2) After a review of the petition, the Planning, Building and Public Works Director shall make a recommendation to the City Council who shall proceed under the provision cited in this section. [Ord. 1578 § 49, 2013.]

12.10.070 Fees and compensation.

(1) Each petition must be accompanied by an application fee to be set by administrative order of the City Manager or the City Manager's designee. Such fee is used to defray examination, report, publication, investigation, and other costs connected with the applications. Such fee shall not be returned to the petitioner.

(2) The amount of compensation, if required by this chapter, is determined by the City Council according to the following criteria:

(a) Vacation of all City rights-of-way included in Class A, if granted, shall require compensation at the full appraised value as of the effective date of the vacation; or which amount, for the purposes of this chapter, may be determined from the records of the King County Department of Assessments or by informal or formal appraisal; provided, that the City Council shall have the authority to accept real property of equal or greater value in lieu of cash compensation.

(b) Vacation of all City rights-of-way included in Class B, if granted, shall require compensation at 50 percent of the full appraised value as of the effective date of the vacation, which amount, for the purposes of this chapter, may be determined from the records of the King County Department of Assessments or by informal or formal appraisal.

(c) Vacation of all City rights-of-way included in Class C, if granted, requires no compensation.

(d) When a right-of-way is vacated for a governmental agency, compensation shall be in accordance with the classification of the right-of-way.

(e) The City Council may waive some or all of the compensation for any classification of right-of-way, if it determines and makes written findings that such action would benefit the residents of the City. [Ord. 1578 § 50, 2013.]

12.10.080 Condition precedent.

Subsequent to City Council approval, payment of compensation as ordered by the City Council is a condition precedent to the final vacation of any public right-of-way and shall be paid to the City by responsible parties within 90 days of receipt of the request for compensation prepared by the City. In the event of the failure of the responsible parties to pay such sum within 90 days, the petition of vacation shall be denied. [Ord. 1578 § 51, 2013.]

12.10.090 Manner of payment.

Payment is made to the Finance Director and shall be credited as follows:

(1) Revenue received by the City as compensation for the area vacated, excluding revenue received as compensation for vacation of rights-of-way that abut a body of fresh or salt water, shall be dedicated to the acquisition, improvement, development, and related maintenance of public transportation capital projects within the City.

(2) Revenue received by the City as compensation for vacation of rights-of-way that abut a body of fresh or salt water shall be dedicated to the acquisition of additional beach or water access, acquisition of additional public view sites to a body of water, or acquisition of additional moorage or launching areas. [Ord. 1578 § 52, 2013.]

12.10.100 Appeal.

A decision of the City Council may be appealed to the King County Superior Court to the extent allowed by law.
[Ord. 1578 § 53, 2013]

RESOLUTION NO. 1268

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider vacation of a segment of public rights-of-way in the City of Des Moines.

WHEREAS, the City Council is considering vacation of a portion of public rights-of-way known as 5th Place South, south of South 287th Street, located in the City of Des Moines as shown on Exhibit "A", attached hereto and incorporated by reference, by the petition method, and

WHEREAS, the provisions of RCW 35.79.010 authorize the City Council to fix a time for a public hearing in order to receive public comment regarding this proposal; now therefore,

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

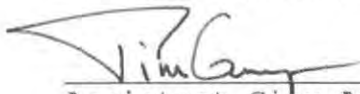
The matter of the vacation of the following described portions of public rights-of-way in the City of Des Moines is set for a public hearing before the City Council on Thursday, August 14, 2014 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue So., Suite B, Des Moines, Washington:

5th Place South, south of South 287th Street,
located in the City of Des Moines as shown on
Exhibit "A", attached hereto.

ADOPTED BY the City Council of the City of Des Moines, Washington this 26th day of June, 2014 and signed in authentication thereof this 26th day of June, 2014.


MAYOR

APPROVED AS TO FORM:


Assistant City Attorney

ATTEST:


City Clerk

RIGHT-OF-WAY VACATION CHECK LIST – SV2009-003

Name of Petitioner(s) Deborah L. Millard

Right-of-way to be vacated: **In Redondo, 5th Place South, south of South 287th Street**

- | | | |
|----|--|---|
| 1. | Name of Plat and date of addition under which the right-of-way was dedicated: | Redondo Beach Division No. 1, August 1907 |
| 2. | What percent of the adjacent ownerships have petitioned in favor of the vacation? | 75%; 3 out of 4. The petitioners own the abutting frontage to about 85% of the petitioned ROW vacation. |
| 3. | Was the street/alley in a plat filed before March 12, 1904, thus making it eligible for vacation by operation of law (Sect. 32, Ch. 19, Laws of 1889-90) if it was not opened before March 12, 1904? | No |
| 4. | Is the right-of-way currently used for public access by vehicular traffic? Or pedestrian traffic? | No. Adjacent property owners park in the area. |
| 5. | Is the right-of-way the only access to other parcel ownerships? | No |
| 6. | What impact will vacating the right-of-way have on the overall traffic circulation in the area? | No impact. |
| 7. | Does the right-of-way provide access to any shorelines, streams or other recreational areas? | No. Open drainage at rear of property that is classified as a drainage channel and not a stream. |
| 8. | Is the right-of-way proposed for vacation adjacent to another agency (city, county)? | No. |
| 9. | Which utilities currently have facilities in the right-of-way? | Lakehaven Sewer District, Century Link, City of Des Moines Surface Water Management, PSE. |

- | | | |
|-----|--|--|
| 10. | Which utilities have requested retention of an easement? | Lakehaven
Century Link
Puget Sound Energy
Des Moines SWM |
| | UTILITY COMPANY | EASEMENT |
| | Lakehaven | 20' over existing facilities in 5 th Pl. S. |
| | Century Link | 10' over existing facilities in 5 th Pl. S. |
| | Puget Sound Energy | 10' over existing facilities in 5 th Pl. S. |
| | Des Moines SWM | 20' over existing facilities in 5 th Pl. S. extending 10' past the end of existing facilities |
| 11. | Police Department Comments: | No Concerns |
| 12. | Fire District Comments: | No Concerns |
| 13. | Staff Recommendations: | |
| | Vacate public R-O-W as requested by petition. | |

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: General and Street Funds 2014
Yearend/ 2015 Proposed Revenue Estimates

ATTACHMENTS:

Attachment 1: PowerPoint Presentation
(Via Email)

FOR AGENDA OF: September 25, 2014

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: September 18, 2014

CLEARANCES:

☒ Finance ph

☐ Legal N/A

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☐ Planning, Building & Public Works N/A

☐ Police N/A

☐ Court N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: MM/ACH

Purpose and Recommendation

The purpose of this agenda item is to provide the City Council with 2014 yearend and 2015 proposed revenue estimates for the General and Street Funds.

Background

The general governmental operating funds for the City include the General and Street Funds. These two funds are supported by general taxes, licenses, fees, permits, intergovernmental revenues, and other miscellaneous revenues. The General and Street Funds include expenditures for general governmental purposes: legislative, executive, judicial, legal, finance, police, public works, community development, and parks, recreation, senior services and programs. Therefore, the financial performance of the two funds is presented combined.

Discussion for 2014 Yearend & 2015 Proposed Revenue Estimates

The 2015 estimates for recurring revenues for the General and Street Funds are 7.7% above the 2013 actual results, 0.2% below the 2014 adopted budget, and 5.5% above the 2014 yearend estimated revenues. One-time revenues are defined to be sales and business and occupation taxes received from development projects exceeding 15 million in valuation. Ordinance No. 1561 allows 50% of one-time revenues to balance the 2015 General Fund, or \$190,440.

The following schedule provides the 2014 yearend and 2015 proposed revenue estimates for the General and Street Funds, 2014 year-to-date through July, 2014 adopted budget by revenue source, and 2013 actual results.

City of Des Moines, Washington
2013- 2015 PRELIMINARY BUDGET REVENUE ESTIMATES

General Fund for the Years 2013-2015:

	2013 Actual	2014			Variance	2015	Variance
		Adopted Budget	7 Mo 31-Jul	Year End Estimate	% Chg	Preliminary	% Chg
					13 Act-14 YE	Budget	14 Bgt-15 Bgt
Revenues							
Taxes	\$ 9,868,872	\$ 9,767,300	\$ 5,751,016	\$ 9,991,606	1.2%	\$ 10,895,022	11.5%
Licenses & Permits	1,942,938	2,660,343	1,061,067	2,136,009	9.9%	2,226,687	-16.3%
Intergovernmental	543,238	537,300	343,242	580,156	6.8%	624,097	16.2%
Charges for Services	1,169,312	1,774,431	766,039	1,084,418	-7.3%	1,311,065	-26.1%
Fines & Forfeits	750,282	735,000	439,076	635,050	-15.4%	617,750	-16.0%
Interfund Revenues	1,102,913	1,117,570	589,143	1,051,429	-4.7%	923,113	-17.4%
Interest Earnings	27,720	22,000	22,349	38,261	38.0%	30,000	36.4%
Arts Commission	21,341	29,270	3,433	14,260	-33.2%	21,500	-26.5%
Recreation Programs	840,795	984,195	643,029	1,054,707	25.4%	937,885	-4.7%
Sr. Services Programs	82,820	96,750	62,752	100,419	21.2%	95,050	-1.8%
Miscellaneous	13,406	37,553	22,415	31,780	137.1%	38,963	3.8%
Sale of Capital Assets	-	-	13,749	13,749	N/A	-	N/A
Insurance Recoveries	-	5,000	2,031	4,531	N/A	5,000	0.0%
Subtotal Recurring Revenues	\$ 16,363,637	\$ 17,766,712	\$ 9,719,341	\$ 16,736,375	2.3%	\$ 17,726,132	-0.2%
One-Time Revenues	17,598	776,310	46,962	166,849	848.1%	380,880	-50.9%
Operating Transfer-in	14,361	-	-	-	N/A	-	N/A
TOTAL REVENUES	\$ 16,395,596	\$ 18,543,022	\$ 9,766,303	\$ 16,903,224	3.1%	\$ 18,107,012	-2.4%

Street Fund for the Years 2013-2015:

	2013 Actual	2014			Variance	2015	Variance
		Adopted Budget	7 Mo 31-Jul	Year End Estimate	% Chg	Preliminary	% Chg
					13 Act-14 YE	Budget	14 Bgt-15 Bgt
Revenues							
Taxes	\$ 20,581	\$ 24,000	\$ 11,954	\$ 24,924	21.1%	\$ 23,000	-4.2%
Intergovernmental	613,984	606,492	343,606	611,546	-0.4%	609,300	0.5%
Charges for Services	415,594	410,000	225,221	413,483	-0.5%	415,000	1.2%
Interfund Revenues	34,563	-	2,015	2,015	-94.2%	-	N/A
Interest Earnings	411	400	357	715	74.1%	550	37.5%
Miscellaneous	(9,613)	1,000	965	1,223	-112.7%	1,000	0.0%
Insurance Recoveries	-	5,000	-	2,500	N/A	5,000	0.0%
Subtotal Recurring Revenues	\$ 1,075,520	\$ 1,046,892	\$ 584,118	\$ 1,056,407	-1.8%	\$ 1,053,850	0.7%
One-Time Revenues	-	-	-	-	N/A	-	N/A
TOTAL REVENUES	\$ 1,075,520	\$ 1,046,892	\$ 584,118	\$ 1,056,407	-1.8%	\$ 1,053,850	0.7%

Combined:

Taxes	\$ 9,889,453	\$ 9,791,300	\$ 5,762,970	\$ 10,016,530	1.3%	\$ 10,918,022	11.5%
Licenses & Permits	1,942,938	2,660,343	1,061,067	2,136,009	9.9%	2,226,687	-16.3%
Intergovernmental	1,157,222	1,143,792	686,848	1,191,702	3.0%	1,233,397	7.8%
Charges for Services	1,584,906	2,184,431	991,260	1,497,901	-5.5%	1,726,065	-21.0%
Fines & Forfeits	750,282	735,000	439,076	635,050	-15.4%	617,750	-16.0%
Interfund Revenues	1,137,476	1,117,570	591,159	1,053,444	-7.4%	923,113	-17.4%
Interest Earnings	28,131	22,400	22,706	38,976	38.6%	30,550	36.4%
Arts/Recreation/Sr. Programs	944,956	1,110,215	709,214	1,169,386	23.8%	1,054,435	-5.0%
Miscellaneous	3,793	38,553	23,380	33,003	770.2%	39,963	3.7%
Sale of Capital Assets	-	-	13,749	13,749	N/A	-	N/A
Insurance Recoveries	-	10,000	2,031	7,031	N/A	10,000	0.0%
Total Recurring Revenues	\$ 17,439,157	\$ 18,813,604	\$ 10,303,460	\$ 17,792,782	2.0%	\$ 18,779,982	-0.2%
One-Time Revenues	17,598	776,310	46,962	166,849	848.1%	380,880	-50.9%
Operating Transfer-in	14,361	-	-	-	N/A	-	N/A
TOTAL REVENUES	\$ 17,471,116	\$ 19,589,914	\$ 10,350,422	\$ 17,959,631	2.8%	\$ 19,160,862	-2.2%

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
2015 Preliminary Budget Overview – General &
Street Funds

FOR AGENDA OF: September 25, 2014

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: September 19, 2014

ATTACHMENTS:
Attachment 1: Charts Showing Actual Comparison
with Adopted Budget from 2010 to 2014

CLEARANCES:

- ☒ Finance CP
- ☐ Legal N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☐ Planning, Building & Public Works N/A
- ☐ Police N/A
- ☐ Court N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: U/M/ACM

Purpose and Recommendation

This agenda item provides an overview of the preliminary 2015 base budget for the General and Street Funds.

Background

The General and Street Funds 2015 preliminary base budget has a combined \$1,531,237 budget shortfall. The estimated 2014 base revenues total \$19,160,862. The 2015 proposed base expenditures total \$20,692,099. The base budget restores Police Officer positions previously frozen in 2014, as well as, restoring equipment rental and computer equipment assessments. The 2015 preliminary base budget exceeds the 2014 adopted budget by \$1,429,955.

Changes are identified below:

2015 Budget Changes	Amount
COLA*	\$ 137,214
Salary Grade/Step Increases	\$ 85,673
Restore Frozen (4) Police Officer Positions	\$ 313,356
Personnel Benefits	\$ 112,913
Supplies	\$ 20,271
Police Dispatch Services	\$ 59,169
Transportation Comp Plan Update	\$ 65,000
Downtown Improvements Study	\$ 35,000
Other Miscellaneous Charges & Services	\$ 50,810
Computer Operations Assessments	\$ 17,746
Computer Replacement Assessments	\$ 59,247
Equipment Maintenance Assessments	\$ 61,054
Equipment Replacement Assessments	\$ 494,220
Insurance Assessments	\$ 59,793
SCORE Host City Fee/Misdemeanor Maintenance	\$ (126,143)
Other Intergovernmental Services	\$ 3,357
Capital Outlay	\$ (1,500)
Transfers	\$ (17,225)
Total	\$ 1,429,955

* Include Vacant Positions

Alternatives

The City Council may provide alternative budget recommendations not considered by the City Manager.

Recommendation

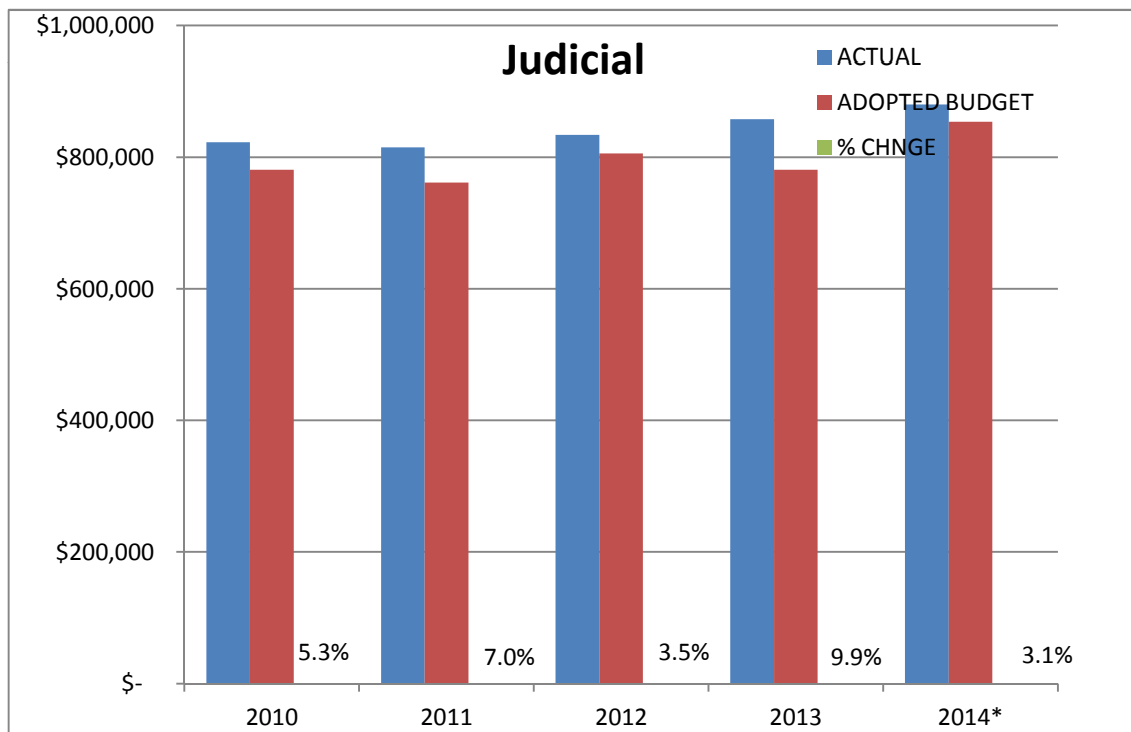
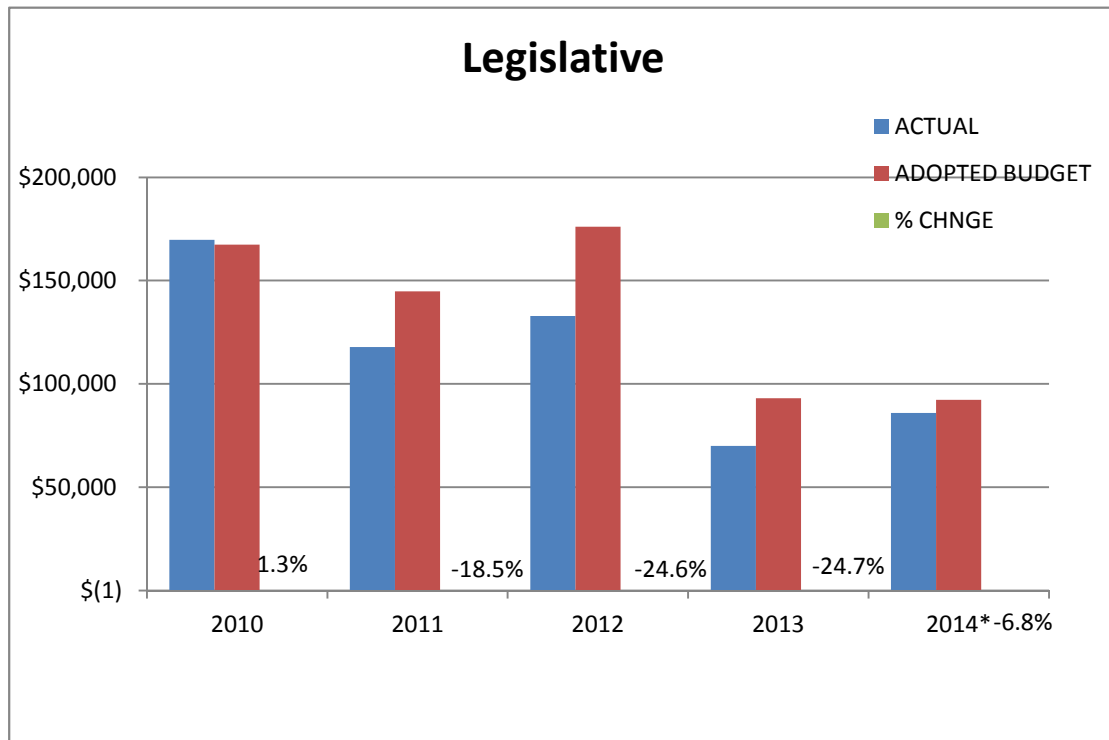
The outcome of these budget discussions by the City Council is to provide direction on finalizing the 2015 budget for the General and Street Funds.

Attachment #1

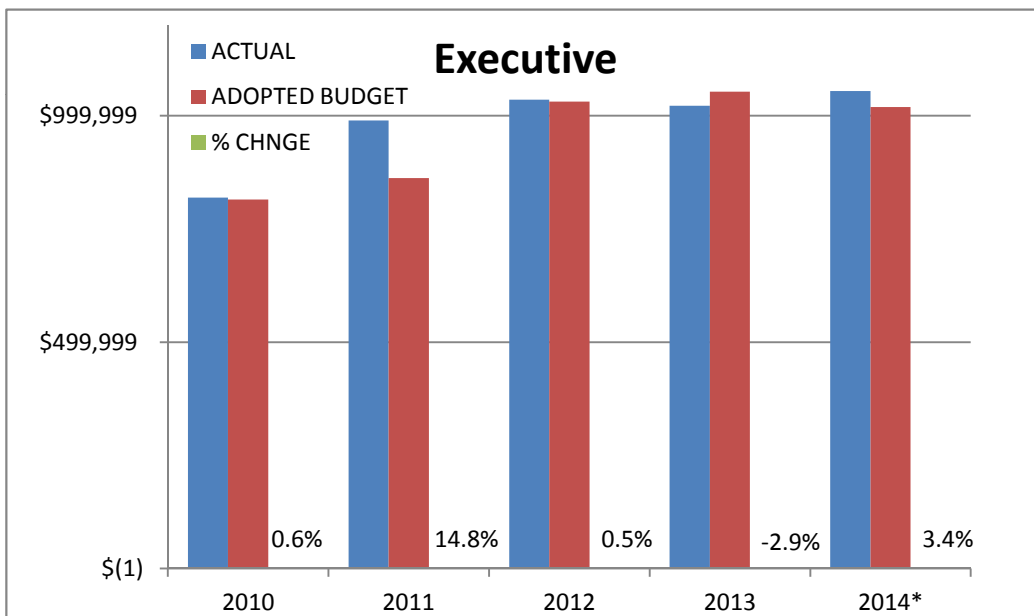
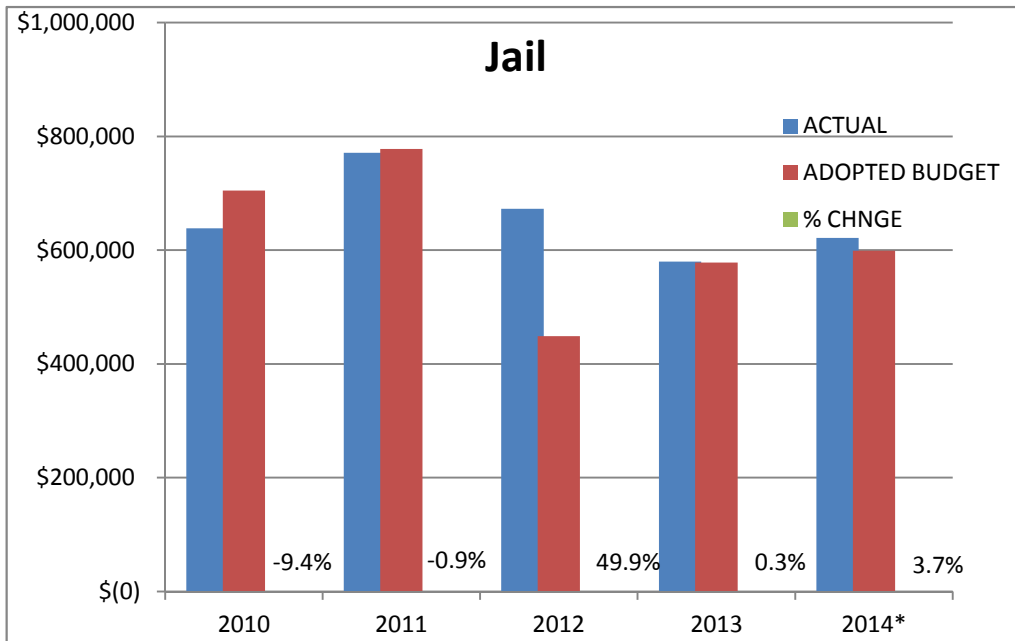
City of Des Moines

Bar Charts Showing Actual Comparison with Adopted Budget

2010 - 2014



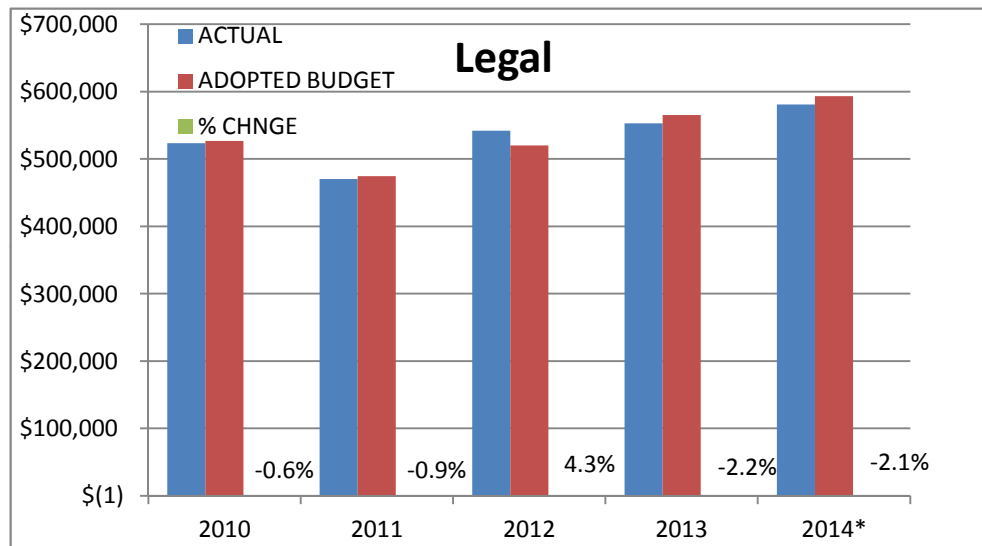
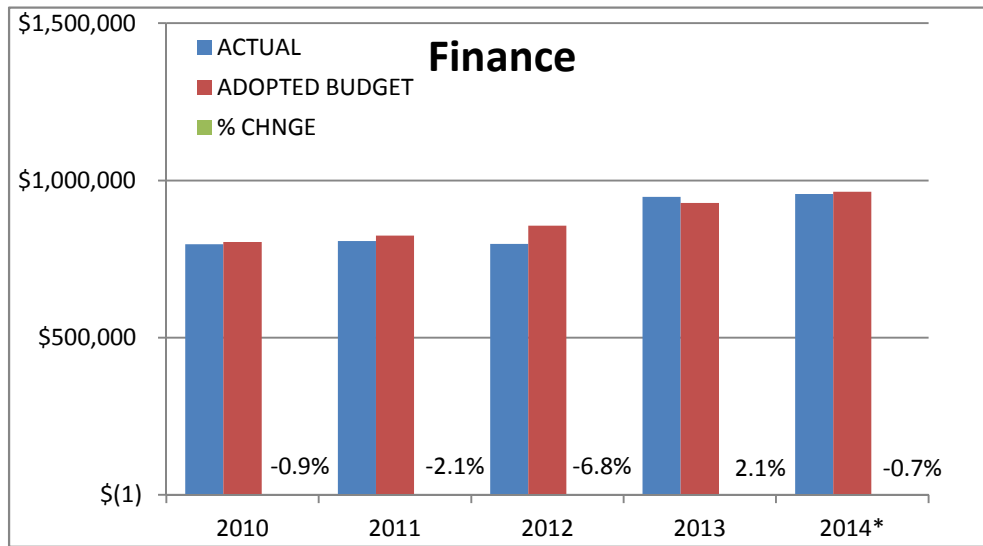
City of Des Moines
 Bar Charts Showing Actual Comparison with Adopted Budget
 2010 - 2014



City of Des Moines

Bar Charts Showing Actual Comparison with Adopted Budget

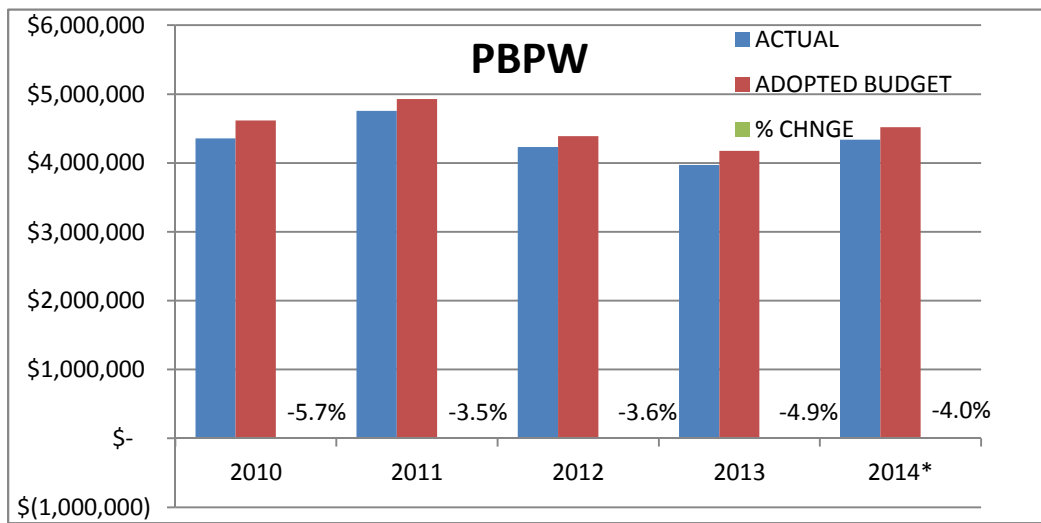
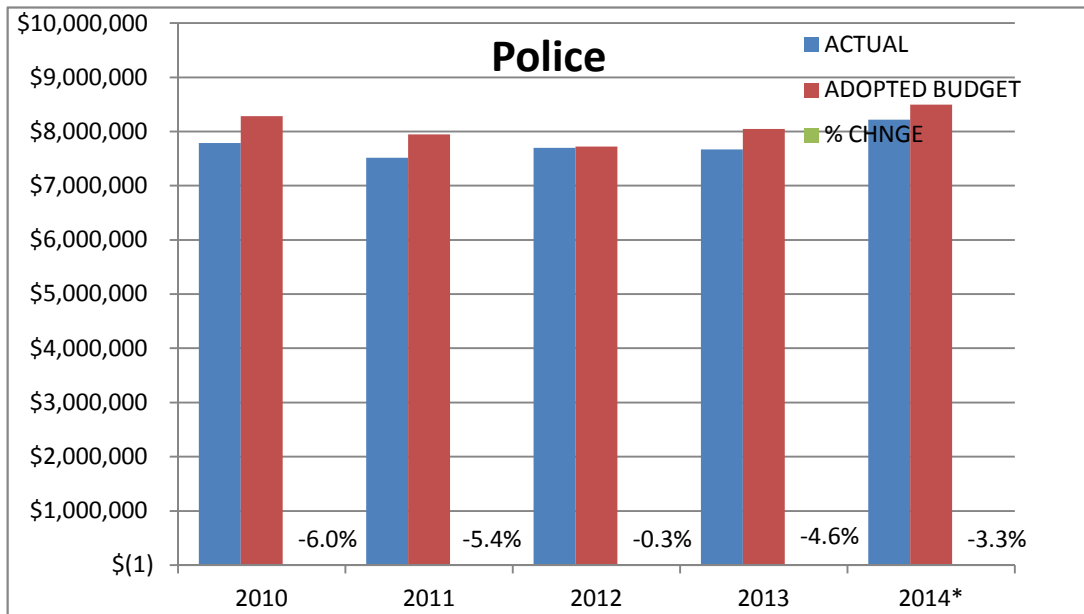
2010 - 2014



City of Des Moines

Bar Charts Showing Actual Comparison with Adopted Budget

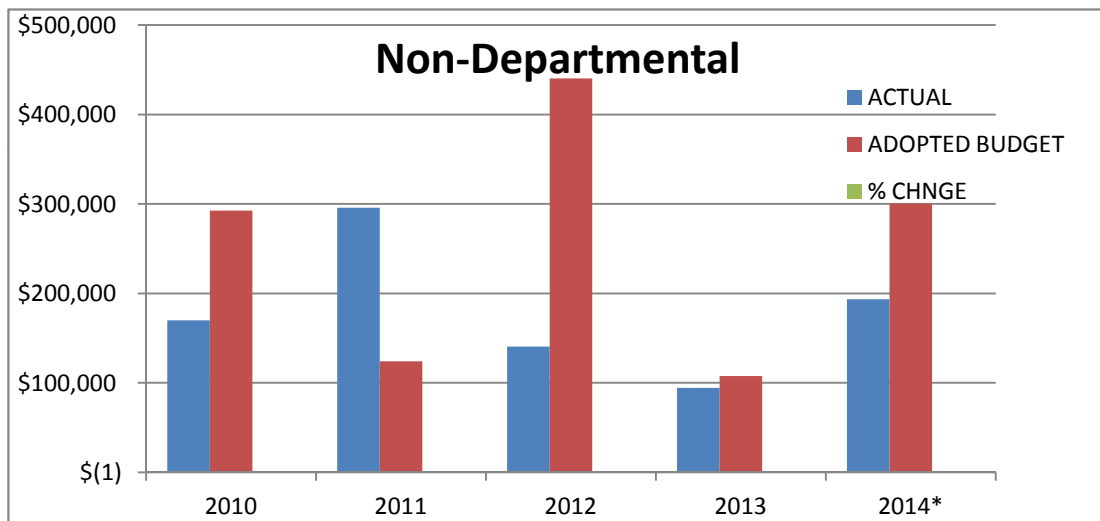
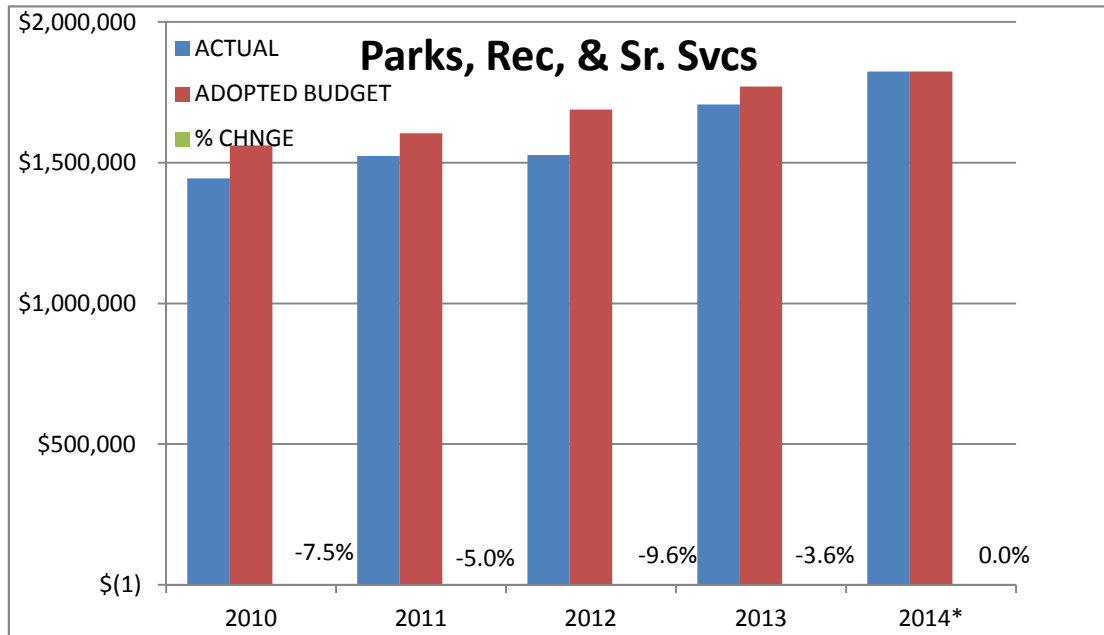
2010 - 2014



City of Des Moines

Bar Charts Showing Actual Comparison with Adopted Budget

2010 - 2014



A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Ordinance No. 14-188, Public Ownership of Environmentally Critical Area Tracts

ATTACHMENTS:

1. Draft Ordinance 14-188 amending DMMC 17.35.190 (2) to allow for ownership of environmentally critical area tracts by City-designated political subdivisions.

FOR AGENDA OF: September 25, 2014

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: September 18, 2014

CLEARANCES:

[X] Planning, Building & Public Works *DEL*
 [X] Legal *PB*
 [X] Finance *pl*

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

Purpose and Recommendation:

The purpose of this agenda item is to consider an amendment to DMMC 17.35.190 (2) to allow for ownership of environmentally critical area tracts by City-designated political subdivisions. If adopted, the City Council will have the authority to allow the Port of Seattle to retain ownership of such tracts at the Des Moines Creek Business Park (DMCBP) or to allow other political subdivisions to retain such tracts if requested by those political subdivisions and approved by the City Council.

Motions:

Motion 1. "I move to suspend Council Rule 26(a) in order to enact Draft Ordinance No. 14-188 on first reading".

Motion 2: "I move to enact Draft Ordinance 14-188 amending DMMC 17.35.190 (2) to allow for ownership of environmentally critical area tracts by City-designated political subdivisions.

Background

On February 20, 2014, the City Council adopted Resolution 1252 thereby approving the Restated and Amended Second Development Agreement By and Between the City of Des Moines and the Port of Seattle (hereinafter the "Second Development Agreement"). That Second Development Agreement was approved and signed by the Port on June 10, 2014.

The Port's lease negotiations with its developer were finalized after the City approved the Development Agreement and the Port has identified the need for some clarification and changes to the Second Development Agreement regarding the management of identified critical area tracts.

Discussion:

DMMC 17.35.190 (2) requires developers to place environmentally critical areas in tracts and then transfer those tracts to the City for management when the subdivision is completed. Continued Port ownership of the three critical area tracts (Tracts X, Y and Z totaling 6.52 acres) on the DMCBP site was never identified as an issue during any of the Development Agreement negotiations and it was not until after the Port had completed its lease negotiation with Panattoni and was finalizing its Short Plat for recording that the problem was identified.

Both the Port and Panattoni consider these three tracts to be integral to the development and management of the overall DMCBP site. The Ports lease requires Panattoni to manage these tracts in accordance with all applicable City, County, State and Federal laws and regulations, and there is strong accountability from Panattoni to the Port to do this through their lease. Their accountability is actually stronger and more direct than would be the case if the tracts were transferred to the City and the City needed to enforce its environmental standards because of development or operational problems caused by Panattoni.

If DMMC 17.35.190 was changed as proposed, the City Council would still be required to approve any request for ownership by other political subdivisions on a case-by-case basis.

The required 15-day notice was published on September 10, 2014.

Alternatives:

Council has the option to decline to change DMMC 17.35.190 (2) as proposed and require the Port to transfer the critical areas to the City as currently required. This would require the Port to re-open its lease negotiations and modify their land leases with Panattoni, request that the Port Commission approve the modified leases and also authorize the transfer of these Port properties to the City, and require that the Port Commission and perhaps the City Council approve an addendum to the Second Development Agreement.

Council could also elect not to waive Council Rule 26(a) and carry over the Draft Ordinance to a second reading.

Financial Impact:

There is a small and currently unknown positive financial impact to the City by allowing the Port to retain public ownership of these DMCBP tracts because they have negotiated a small lease payment from Panattoni for these three environmentally critical area tracts because the Port considers them to be integral to the development and management of the overall DMCBP. This lease revenue is subject to leasehold excise tax, a portion of which is received by the City.

There may also be small savings from the City's monitoring and enforcement of environmental regulations associated with any problems resulting from the Port's or other approved political subdivision's retained ownership of environmentally critical area tracts, but the City would still be required to monitor or follow up on environmental problems on any such tracts in the City.

Recommendations/Conclusion:

Administration recommends that the City Council approve the Draft Ordinance 14-188 on first reading.

Concurrence:

Planning, Building, and Public Works, Legal and Finance Departments concur.

**PLANNING, BUILDING & PUBLIC WORKS DRAFT 9/6/14
DRAFT ORDINANCE NO. 14-188**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON
relating to the City's Subdivision Code to allow for ownership
of environmentally critical area tracts by City-designated
political subdivisions and amending DMMC 17.35.190 (2).

WHEREAS, DMMC 17.35.190 (2) requires that all wetlands,
streams, and required buffers, pursuant to chapter 16.20 DMMC,
shall be located in separate tracts which limit development
activity, and that the area dedicated under this section shall
become the property of the City, which shall thereafter assume
all maintenance and other ownership responsibilities, and

WHEREAS, situations may arise where a political
subdivision believes it may be both in its own and the City's
best interest to retain ownership of critical area tracts
required by the subdivision of its property, and

WHEREAS, the City Council may wish to approve such
requests and allow environmentally critical area tracts to
remain in the ownership of a political subdivision, and

WHEREAS, the Planning, Building and Public Works Director
acting as the SEPA responsible official reviewed this proposed
non-project action and determined that the proposed textual code
amendments are within the scope of the existing environmental
documents and fulfilled the SEPA requirements established by
chapter 197-11 WAC and chapter 16.05 DMMC pursuant to WAC 197-
11-600 and DMMC 16.05.280, and

WHEREAS, DMMC 17.45.070 (2) requires that the date of the
public meeting to consider amendments to Title 17 DMMC be
noticed no less than 15 calendar days prior to the date of the
City Council meeting where the amendment will have its first
reading, and

WHEREAS, the required notice was published on
September 10, 2014, and

WHEREAS, a public meeting was held on _____, 2014
where all persons wishing to be heard were heard, and

Ordinance No. ____
Page 2 of 3

WHEREAS, the City Council passed the Draft Ordinance to a second reading on _____, 2014, and

WHEREAS, the City Council finds that the amendments contained in this Draft Ordinance are appropriate and necessary; now therefore,

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

Sec. 1. DMMC 17.35.190 and section 114 of Ordinance No. 1585 is amended to read as follows:

17.35.190 Natural features - General.

(1) General. The proposed subdivision shall demonstrate sensitivity to the natural features of the property including, but not limited to, topography, streams, lakes, wetlands, habitat, geologic features, and vegetation. Any division of land shall be designed to preserve and enhance as many of these valuable features as possible. In addition to the specific provisions of this chapter, the subdivision shall comply with all applicable provisions of Title 18 DMMC and other specific requirements regarding development restrictions due to natural features.

(2) Tracts Required. All wetlands, streams, and required buffers, pursuant to chapter ~~16.20~~ 16.10 DMMC, shall be located in separate tracts which limit development activity. The area dedicated under this section shall become the property of the City, or any political subdivision designated by the City, and the City or the political subdivision ~~which~~ shall thereafter assume all maintenance and other ownership responsibilities.

(3) Lot Area. The area of the open space tracts shall not be included in the computation of lot area for any lot area.

Ordinance No. ____
 Page 3 of 3

Sec. 2. Severability - Construction.

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

(2) If the provisions of this Ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this Ordinance is deemed to control.

Sec. 3. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of ____ 2014 and signed in authentication thereof this ____ day of ____, 2014.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Published: _____

