

AGENDA

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

January 30, 2014 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

EXECUTIVE SESSION

The purpose of the Executive Session is to discuss pending litigation under RCW 42.30.110. The Executive Session is expected to last 15 minutes.

CONSENT AGENDA

- Page 1 Item 1: 2014 CITY COUNCIL VISION, MISSION STATEMENT, GOALS AND STRATEGIC OBJECTIVES
Motion is to adopt the Vision, Mission Statement, Goals and Strategic Objectives as amended by the City Council at the January 11, 2014 Council goal setting retreat.
- Page 7 Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:
Claim Checks: \$2,021,742.87
Payroll Fund Transfers: \$856,275.89
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: \$2,878,018.76
- Page 9 Item 3: MAYORAL APPOINTMENT TO THE HUMAN SERVICES ADVISORY COMMITTEE
Motion is to confirm the Mayoral appointment of Dr. Alexander G. Szabo to a two year term on the Human Services Advisory Committee, effective immediately and expiring on December 31, 2015.
- Page 13 Item 4: MAYORAL APPOINTMENTS TO THE SENIOR SERVICES ADVISORY COMMITTEE
Motion is to confirm the Mayoral appointment of Dorothy Smith to a four-year term on the City of Des Moines Senior Services Advisory Committee effective February 1, 2014 and expiring on December 31, 2017 and the Mayoral appointment of Jeanne Serrill to an unexpired term on the City of Des Moines Senior Services Advisory Committee effective February 1, 2014 and expiring on December 31, 2015.

- Page 19 Item 5: DRAFT RESOLUTION NO. 14-006, SURPLUS OF PROPERTY – VEHICLES
Motion is to adopt Draft Resolution No. 14-006 declaring 10 City vehicles identified in Attachment 2 as surplus and authorizing disposal of said surplus vehicles by auction or trade-in.
- Page 27 Item 6: NPDES RESOLUTION AND SETTLEMENT AUTHORITY
Motion is to authorize the City Manager, or his designee, to execute a settlement of the remaining issues in the appeal of the 2013-2018 NPDES Phase II Permit pending before the Washington State Pollution Control Hearings Board.
- Page 35 Item 7: WASHINGTON STATE HISTORICAL SOCIETY GRANT CONTRACT
Motion is to approve Contract HCP 15-20 with the Washington State Historical Society to receive funds in the amount of \$850,000 for the Covenant Beach Bible Camp Historic District Dining Hall Rehabilitation Project and to authorize the City Manager to sign said contract substantially in the form as attached.
- Page 65 Item 8: 2014-2015 RECYCLING PROGRAM FUNDING AND PROFESSIONAL SERVICES CONTRACT
First Motion is to authorize the City Manager to sign the 2013-2015 CPG Grant No. G1400145 between the City of Des Moines and the Washington State Department of Ecology; the 2014 LHWMP Grant No. EHS3364 between the City of Des Moines and the Seattle-King County Department of Public Health; and the 2014 WR/R Grant No. 5637571 between the City of Des Moines and the King County Department of Public Health.
- Second Motion is to authorize the City Manager to sign the Professional Services Contract for the 2014-2015 Recycling Program between the City of Des Moines and Olympic Environmental Resources substantially in the form as submitted.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Page 127 Item 1: AMENDMENTS TO TITLE 18 DMMC, THE ZONING CODE
Staff Presentation: City Attorney Pat Bosmans

Attachment #1 begins on page 129 of the web version (total of 400 pages)

NEW BUSINESS

- Page 131 Item 1: 2014-2015 ON-CALL CONSULTANT AGREEMENTS FOR CIVIL ENGINEERING SERVICES
Staff Presentation: Transportation Manager Brandon Carver

Attachment #1 begins on page 135 of the web version (total of 518 pages)

- Page 185 Item 2: PARAMETRIX TASK ORDER ASSIGNMENT FOR 2014 SWM COMPREHENSIVE PLAN
Staff Presentation: SWM Utility Manager Loren Reinhold

- Page 205 Item 3: 2014 BUILDABLE LANDS ANALYSIS
Staff Presentation: Planning, Building and Public Works Director
Dan Brewer

NEXT MEETING DATE

February 6, 2014, Regular City Council Meeting

ADJOURNMENT

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2014 City Council Vision, Mission Statement, Goals and Strategic Objectives

FOR AGENDA OF: January 30, 2014

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: January 23, 2014

1. 2013 City Council Vision, Mission Statement, Goals and Strategic Objectives - legislative format
2. 2013 City Council Vision, Mission Statement, Goals and Strategic Objectives - changes incorporated

CLEARANCES:

- ☒ Legal _____
- ☒ Finance _____
- ☒ Marina _____
- ☒ Parks, Recreation & Senior Services _____
- ☒ Planning, Building & Public Works _____
- ☒ Police _____
- ☒ Courts _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to allow the City Council to formally adopt its 2014 Vision, Mission Statement, Goals and Strategic Objectives.

Motion

“I move to adopt the Vision, Mission Statement, Goals and Strategic Objectives as amended by the City Council at the January 11, 2014 Council goal setting retreat.”

Background and Discussion

At its January 11, 2014, goal setting retreat, the City Council reviewed and amended its Vision, Mission Statement, Goals and Strategic Objectives for 2014. The attached reflects the decisions made by the Council. Attachment 1 shows the changes in legislative format and attachment 2 has the changes incorporated into the document in final form.

Alternatives

Council may chose not to adopt the attached Vision, Mission Statement, Goals and Strategic Objectives, leaving them as they were before the January 11, 2014 retreat. Council may also chose to pull this item from the Consent Calendar and change and/ or add items and issues not addressed in the attached document.

Financial Impact

None.

Recommendation

Staff recommends that Council adopt the attached Vision, Mission Statement, Goals and Strategic Objectives as amended.

Concurrence

None.

2014~~3~~ Des Moines City Council

Vision

An inviting, livable, safe waterfront community embracing change for the future while preserving our past.

Mission Statement

We protect, preserve, promote and improve the community by providing leadership and services reflecting the pride and values of Des Moines citizens.

Goals

1. Protect people and property
2. Promote economic stability, growth, and vitality
3. Maintain the City's infrastructure
4. Enhance the City's infrastructure
5. Provide efficient and effective customer-oriented City services
6. Improve and enhance community communications
7. Preserve and celebrate the historic elements of the City
8. Encourage community involvement
9. Preserve livability for all generations
10. Participate in regional and state issues and decisions
11. Protect the natural environment

Strategic Objectives

Short Term

- Continue ~~Implement code changes to address~~ deal with nuisance properties.
- Implement and practice the City's Emergency Management Plan.
- Finalize and begin implementation of a Marina and Beach Park Business Plan.
- Aggressively pursue alternative revenue sources.
- Increase opportunities to recognize community members/organizations and City staff.
- Review and modify as needed regulations along commercial corridors.
- ~~Implement and practice the City's Emergency Management Plan.~~
- Develop and implement a plan to improve communications with the community including enhanced electronic communications and community forums.
- Continue and enhance the City's collaborations with the educational communities.
- Pursue new road funding both legislative and local options.
- Develop and implement a Business Attraction Plan for the City.

- Support the Police Department's accreditation efforts.

Long Term

- Increase public safety.
- Address nuisance properties.
- Develop a marketing/branding program for the City.
- Identify development regulations to delete or revise.
- Continue and enhance the City's collaborations with the educational communities
- Determine how to fund ongoing maintenance of infrastructure and construction of new/upgraded infrastructure including safe, walkable streets.
- Work with the Pool District to keep a pool in the City.
- ~~Continue to improve interactions with the Police Department, the Des Moines Police Guild, and the Des Moines Police Management Association.~~
- Continue to improve the City's reputation in the business and development community.
- Review and modify as needed development regulations in neighborhoods and residential areas.
- Conduct a comprehensive review of Redondo issues and services.
- ~~Study Des Moines Beach Park's future.~~
- Continue to explore and develop opportunities in the 89 acre buyout area known as the Des Moines Creek Business Park.
- ~~Work with local water utilities to identify low cost sources of water ("green lawns").~~
- Develop a plan to build a new Court House and City Hall in Des Moines.
- ~~Address nuisance properties.~~
- ~~Increase opportunities for public safety.~~
- Collaborate with the Pool District for provision of recreational services in Des Moines.

Process

1. Budget process.
2. Permit process.
3. Technology improvements.
- 2.4. Strategic planning.

2014 Des Moines City Council

Vision

An inviting, livable, safe waterfront community embracing change for the future while preserving our past.

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1. Protect people and property
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7. Preserve and celebrate the historic elements of the City
8. Encourage community involvement
9. Preserve livability for all generations
10. Participate in regional and state issues and decisions
11. Protect the natural environment

Strategic Objectives

Short Term

- Continue to address nuisance properties.
- Implement and practice the City's Emergency Management Plan.
- Finalize and begin implementation of a Marina and Beach Park Business Plan.
- Aggressively pursue alternative revenue sources.
- Increase opportunities to recognize community members/organizations and City staff.
- Review and modify as needed regulations along commercial corridors.
- Develop and implement a plan to improve communications with the community including enhanced electronic communications and community forums.
- Continue and enhance the City's collaborations with the educational communities.
- Pursue new road funding both legislative and local options.
- Develop and implement a Business Attraction Plan for the City.
- Support the Police Department's accreditation efforts.

Long Term

- Increase public safety.
- Address nuisance properties.
- Develop a marketing/branding program for the City.
- Identify development regulations to delete or revise.
- Continue and enhance the City's collaborations with the educational communities
- Determine how to fund ongoing maintenance of infrastructure and construction of new/upgraded infrastructure including safe, walkable streets.
- Work with the Pool District to keep a pool in the City.
- Continue to improve the City's reputation in the business and development community.
- Review and modify as needed development regulations in neighborhoods and residential areas.
- Conduct a comprehensive review of Redondo issues and services.
- Continue to explore and develop opportunities in the 89 acre buyout area known as the Des Moines Creek Business Park.
- Develop a plan to build a new Court House and City Hall in Des Moines.
- Collaborate with the Pool District for provision of recreational services in Des Moines.

Process

1. Budget process.
2. Permit process.
3. Technology improvements.
4. Strategic planning.

CITY OF DES MOINES
Voucher Certification Approval

30-Jan-14

Auditing Officer Certification

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

As of January 30, 2014 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

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

Claims Vouchers:		Numbers				Amounts
Total A/P Checks/Vouchers		138234	-	138459	226	1,827,112.25
Electronic Wire Transfers		KC TREASURER, MERITAIN				194,668.62
Subtotal for this Council Packet						2,021,780.87
Voided Claim Checks this check run:		138246				(38.00)
Voided Claim Checks from previous check runs						0.00
Total Claims/Wire Transfers/Voids						2,021,742.87
Payroll Vouchers:		DISBURSED 01/06/14				Amounts
Payroll Checks		18393	-	18398	= 6	11,886.99
Direct Deposit		10001	-	10141	= 141	273,248.55
Payroll Taxes						53,293.46
Wage/Garnishments						744.07
Voids					0	0.00
Electronic Wire Transfers						104,056.78
ICMA 401 Forfeitures						0.00
Total Claims						443,229.85
Payroll Vouchers:		DISBURSED 01/17/14				Amounts
Payroll Checks		18400	-	18411	= 12	15,054.18
Direct Deposit		30001	-	30134	= 134	254,619.01
Payroll Taxes						57,262.10
Wage/Garnishments						572.07
Voids					0	0.00
Electronic Wire Transfers						85,538.68
ICMA 401 Forfeitures						0.00
Total Claims						413,046.04
Total certified Wire Transfers,Voids, A/P & Payroll vouchers for Jan 30, 2014						2,878,018.76

A G E N D A I T E M

SUBJECT:

Mayoral Appointment to the Human
Services Advisory Committee

ATTACHMENTS:

Human Services Advisory Committee
Application

FOR AGENDA OF: January 23, 2014

DEPT. OF ORIGIN: Parks, Recreation, & Senior
Services

DATE SUBMITTED: December 19, 2013

CLEARANCES:

[X] Legal 

[NA] Finance _____

[NA] Marina _____

[X] Parks, Recreation & Senior Services 

[NA] Planning, Building & Public Works _____

[NA] Police _____

[NA] Courts _____

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council confirmation of one Mayoral appointment to the City of Des Moines Human Services Advisory Committee.

Suggested Motion

"I move to confirm the Mayoral appointment of Dr. Alexander G. Szabo to a two year term on the Human Services Advisory Committee, effective immediately and expiring on December 31, 2015.

Background

The City Council adopted Ordinance No. 1047 establishing the Human Services Advisory Committee in February 1993. The ordinance details the powers, duties, membership, and meeting requirements for the Human Services Advisory Committee. The Committee is chartered with evaluating and recommending annual funding for human services agency requests submitted to the City. The Committee consists of seven members. Two of the members of the Committee need not be residents of the City. The Committee terms are for two years and members may be appointed for up to two terms.

Discussion

Dr. Alexander G. Szabo is seeking appointment to the committee to fill one vacancy by a member who completed two full terms.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Des Moines Administration recommends the Mayoral appointment of Dr. Alexander G. Szabo to a two year term on the Human Services Advisory Committee.



CITY OF DES MOINES
APPLICATION FOR APPOINTIVE OFFICE
21630 11th Avenue South
Des Moines, WA 98198

Recvd. _December 10th, 2013

Please Check

NAME: Dr. Alexander G. Szabo _____
ADDRESS: _28045 13th Ave South _____
CITY, ZIP: _Des Moines, WA 98198 _____
PHONE: Home _253-941-4151 _____ Work _____ Retired _____ X _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS _4 months _____
Email address: _taylor6224@msn.com _____
REGISTERED VOTER? _Yes _____
EMPLOYMENT SUMMARY LAST FIVE YEARS:

☐ Civil Service Commission
☐ Planning Agency
☐ Library Board
☒ Human Services
☐ Senior Services

Front-of-House Usher, 2006-2013, Benaroya Hall Music Center, Home of the Seattle Symphony

Retired Assistant Professor_(1994-2001)
Department of Sociology and Social Work_____
Pacific Lutheran University

Assistant Professor_(1990-1994)
School of Social Work_____
Quigley Hall
Southern Illinois University
Carbondale, IL 62901

Director of Clinical and Treatment Services, (1986-1990)
University Consultation Center, Ehrlich Residential Center
Bronx, NY 10451

Are you related to anyone presently employed by the City or a member of a City Board? _NO_____
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? _NO_____
If so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? I have extensive years of experience in the human services, including 11 years as an undergraduate and graduate professor in social work and the human services, administrative experience in a NYS licensed mental health program, community center administrative services, including community organization services for a multi-racial citizenry, Senior Consultant and Associate Deputy Commissioner, New York City Dept. of Mental Health Services as well as other appointed

positions in the family and community services. In addition, I was hired by the Lutheran Church of America to study infant mortality and teen pregnancy issues and programs in the five boroughs of New York City and propose necessary programs to be of assistance in the issues reported by me.

2. I wish to be appointed to this position so that I can be of assistance in advising the committee on programmatic decision-making re: social policy, and necessary human services organization and integration as well as funding priorities. I have extensive volunteer experience for the Pierce County City Council in multiple cities of Pierce County studying curfew and substance abuse issues of teenagers. _____

2. What problems, programs or improvements are you most interest in? _____ Human Services Advisory Committee _____

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. _____
 _____ NONE _____

A G E N D A I T E M

SUBJECT:

Mayoral Appointments to the Senior
Services Advisory Committee

ATTACHMENTS:

Senior Services Advisory Committee
Applications

AGENDA OF: January 30, 2014

DEPT. OF ORIGIN: Parks, Recreation, & Senior
Services

DATE SUBMITTED: January 23, 2014

CLEARANCES:

[X] Legal RG

[NA] Finance _____

[NA] Marina _____

[X] Parks, Recreation & Senior Services GO

[NA] Planning, Building & Public Works _____

[NA] Police _____

[NA] Courts _____

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL AS

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council confirmation of two Mayoral appointments to the City of Des Moines Senior Services Advisory Committee.

Suggested Motion

Motion: "I move to confirm the Mayoral appointment of Dorothy Smith to a four-year term on the City of Des Moines Senior Services Advisory Committee effective February 1, 2014 and expiring on December 31, 2017 and the Mayoral appointment of Jeanne Serrill to an unexpired term on the City of Des Moines Senior Services Advisory Committee effective February 1, 2014 and expiring on December 31, 2015."

Background

The Senior Services Advisory Committee was created by chapter 4.44 DMMC, which details the powers and duties of the Committee, ex-officio members, terms, meetings, reports to City Council, and scope of duties for the Senior Services Advisory Committee. The Committee advises the City Council on policy and budgetary subjects related to senior services, current and future facilities relating to senior services, review of federal, state and county laws and regulations, proposed laws and regulations and the impact of

such laws and regulations on delivery of senior services, and to perform such other tasks as are assigned by the City Council.

The Committee consists of seven members, one of whom is a member of the City Council. One member of the Committee need not be a resident of the City and up to two members of the Committee may reside outside the City limits but work or volunteer within the City limits. Committee members are appointed to four year terms.

Discussion

Dorothy Smith is seeking to fill a vacant four year term. Jeanne Serrill is seeking appointment to the committee to fill one vacancy left by a member whose term was to expire on December 31, 2015. Jeanne previously served on the City's Arts Commission.

Alternatives

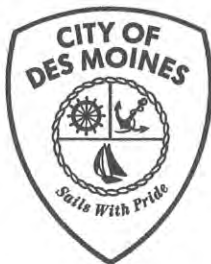
None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

It is recommended that the Council confirm the Mayoral appointments of Dorothy Smith and Jeanne Serrill to the Senior Services Advisory Committee.



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CITY OF DES MOINES
APPLICATION FOR APPOINTEE OFFICE
21630 11th Avenue South
Des Moines, WA 98198

Attachment #1

Recvd. _____

DEC 23 2013

CITY OF DES MOINES
CITY CLERK

Please Check

NAME: Dorothy M. Smith
ADDRESS: 23418-28th Ave. So.
CITY, ZIP: Des Moines, 98198-8724
PHONE: Home 206.824.2713 Work NA
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 5/25/62
Email address: drmysm@hotmail.com

- ☐ Civil Service Commission
☐ Planning Agency
☐ Library Board
☐ Human Services
☒ Senior Services

REGISTERED VOTER? Yes

EMPLOYMENT SUMMARY LAST FIVE YEARS: N/A - Retired from Bank of America
I volunteer not paid for any service.

Are you related to anyone presently employed by the City or a member of a City Board? No
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No If so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? I have a deep interest in my community and have volunteered at the D.M. Food Bank. Help to fill "back packs" for the children. I help Medical Teams N.W. by keeping client records and manning the Reception area when the Mobile Dental Van comes to Grace Lutheran Church 2x each month.

2. What problems, programs or improvements are you most interest in? all areas pertaining to Seniors; D.M. Sr. Ctr; Street upkeep; Neighbor Hood Watch; D.M. City Council; Transportation; Health and Schools.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. None
Sue Padden suggested I apply.



17
CITY OF DES MOINES
APPLICATION FOR APPOINTEE OFFICE
21630 11th Avenue South
Des Moines, WA 98198

SP 1/6/14
Recvd. _____

Please Check

NAME: Dorothy M. Smith
ADDRESS: 23418 - 28th Ave. So.
CITY, ZIP: Des Moines, WA - 98198-8724
PHONE: Home 206-824-2713 Work N/A
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 51 yrs
REGISTERED VOTER? Yes
EMPLOYMENT SUMMARY LAST FIVE YEARS: N/A Retired Bank of America
April 1995 - Volunteer with Medical Teams N.W.

- ☐ Civil Service Commission
- ☐ Planning Agency
- ☐ Library Board
- ☐ Human Services
- ☒ Senior Services

Are you related to anyone presently employed by the City of a member of a City Board? No
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No If so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? Knowledge of Banking, Helping uninsured find Dental care; free or low cost. Close friends that come to the Sr. Ctr. and their needs. Capacity to link with other Sr. Citizen's thru the Churches in Des Moines!
Member of Grace Lutheran since 1962 - *
2. What problems, programs or improvements are you most interest in? Senior Services, Downtown business' lost and/or moved out of our area

* Has served on GLC council in the past.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. None

email address: drmysm@hotmail.com

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Surplus Property - Vehicles

ATTACHMENTS:

1. Draft Resolution No. 14-006
2. Surplus Vehicle List

AGENDA OF: January 30, 2014

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: January 15, 2014

CLEARANCES:

☒ Legal PB

☒ Finance ph

☐ Marina N/A

☒ Parks, Recreation & Senior Services [Signature]

☒ Planning, Building & Public Works DSB

☒ Police GW

☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this agenda item is to seek Council authorization to surplus certain City vehicles. Consistent with the adopted 2014 budget, the Planning, Building and Public Works Department recommends that the following ten vehicles be declared surplus and disposed of. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 14-006 declaring 10 City vehicles identified in Attachment 2 as surplus and authorizing disposal of said surplus vehicles by auction or trade-in."

Background:

As part of the 2014 Adopted Budget, Council authorized the purchase of five new Police Department fleet vehicles, and three new Public Works and Parks Maintenance fleet vehicles.

Discussion:**Police Department**

As the five new police fleet vehicles are put into service, the corresponding five existing police vehicles become available for reassignment for other uses within the Police Department, reassignment to other Departments, or for surplus. One of the existing vehicles, 546 (Blue 2008 Ford Crown Victoria) will be reassigned within the Police Department and designated as the volunteer vehicle. This vehicle will be equipped with an amber light bar, and marked as "Police Department Volunteer". Two of the existing vehicles, 526 (Light Blue 2005 Ford Taurus), and 527 (Silver 2005 Ford Taurus) have been identified for reassignment to the Public Works Engineering Division fleet. These vehicles will replace existing engineering vehicles E-11 and E-13. Staff anticipates this reassignment to take place around June 2014. The remaining two existing police vehicles, 521 (Blue 2008 Ford Crown Victoria), and 515 (Green 2003 Ford Crown Victoria) have been identified and are recommended for surplus.

Three of the new police fleet vehicles have already been ordered. These vehicles should be delivered around March, and after delivery and set-up, should be available for service sometime in May. The remaining two police vehicles will be purchased with financing through the State Treasures Office as part of their LOCAL program. It is anticipated that these vehicles will be ordered mid-year.

Public Works Engineering Division

Engineering vehicles E-11 (Charcoal 2002 Ford Taurus) and E-13 (Light Blue 1997 Ford Taurus) have been identified and are recommended for surplus. These vehicles will be replaced with existing police fleet vehicles 526 and 527 as indicated above. Staff anticipates this reassignment to take place around June 2014.

Public Works and Parks Maintenance Division

Six Public Works and Parks Maintenance vehicles have been identified and are recommended for surplus. Three of these vehicles can be surplus around March 2014, as they are not being replaced, or have already been replaced with other existing fleet vehicles. These vehicles are P221 (White 1996 Ford F-150 pickup truck), P241 (White 1995 Chevrolet 1-ton flatbed truck), and SC1 (White 1992 Chevrolet passenger van). P221 is being replaced with P223 (White 1995 Ford F-350 service body truck), and P241 was replaced last year with a White 2012 Ford F-350 flatbed truck with dump capability. SC1 (White 1992 Chevrolet Passenger Van) is not being replaced. The three remaining Public Works/Parks fleet vehicles can be surplus around May 2014, after the new vehicles have been ordered, delivered, set-up, and placed into fleet service. These vehicles are P224 (existing White 2001 Dodge Ram 2500 pickup truck) being replaced with a White 2014 Ford 1-ton extra cab 4x4 pickup truck with racks for signs and posts and snow plow package, P234 (existing White 2002 Ford F-350 pickup truck) being replaced with a White 2014 Ford 1-ton extra cab 4x4 pickup truck with snow plow package, and P202 (existing Green 1996 John Deere 1800 Gator tractor) being replaced with a Green 2014 John Deere Pro Gator tractor.

Alternatives:

Council could decide to revisit the fleet replacements identified in the 2014 budget.

Financial Impact:

The adopted 2014 budget includes sufficient funds to purchase the new vehicles and set them up for fleet service.

Recommendation/Conclusion:

Staff recommends surplusing the identified vehicles and asks Council to approve the suggested motion.

Concurrence:

The Police, Finance, Legal, Parks, and Planning, Building and Public Works Departments concur.

CITY ATTORNEY'S FIRST DRAFT 1/15/2014

DRAFT RESOLUTION NO. 14-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, declaring certain City vehicles surplus and authorizing disposal of surplus vehicles by auction or trade-in.

WHEREAS, during regular business the City accumulates vehicles and equipment, and

WHEREAS, the City intends to dispose of unneeded vehicles and equipment as allowed by law as surplus, and

WHEREAS, the City of Des Moines typically sells surplus vehicles and equipment at public auction to the highest bidder or trades-in surplus vehicles and equipment at reputable dealerships, and

WHEREAS, the City desires to surplus the vehicles and equipment identified in Exhibit "A" attached to this Resolution; now therefore,

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

Sec. 1. The vehicles and equipment identified by Exhibit "A" are hereby declared by this Resolution to be surplus vehicles and equipment.

Sec. 2. The City Manager is authorized to dispose of the items identified by Exhibit "A" by auction, or trade-in.

Sec. 3. The City Manager is authorized to establish a minimum bid/sale amount for the property identified in Exhibit "A" as deemed to protect the City's interests.

Sec. 4. The City Manager is authorized to contract for professional auction services where the cost of such services does not exceed twenty-five percent (25%) of the amount bid, plus reasonable advertising fees.

Resolution No. ____
 Page 2 of 2

Sec. 5. All net proceeds from the disposal of the surplus property identified in Exhibit "A" shall be deposited into the Equipment Rental Fund.

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

EXHIBIT "A"
Resolution No. _____

Number	Description	Approximate Value
521	Blue 2008 Ford Crown Victoria, License 47418D, VIN # 2FAHP71V98X146000	\$3500
515	Green 2003 Ford Crown Victoria, License 35733D, VIN # 2FAFP71W73X126143	\$3500
E-11	Charcoal 2002 Ford Taurus, License 34228D, VIN # 1FAFP52282G187201	\$1500
E-13	Light Blue 1997 Ford Taurus, License 23459D, VIN # 1FALP52U8VA209239	\$1000
P221	White 1996 Ford F-150 Pickup Truck, License 20664D, VIN # 1FTEF15N8TLB41044	\$2500
P241	White 1995 Chevrolet 1-ton Flatbed Truck, License 17171D, VIN # 1GBHC34K1SE249750	\$2500
SC1	White 1992 Chevrolet Passenger Van, License 18221D, VIN # 2GBGG39K2N4136211	\$1500
P224	White 2001 Dodge Ram 2500 Pickup Truck, License 32502D, VIN # 3B7KC26Z91M545761	\$2000
P234	White 2002 Ford F-350 Pickup Truck, License 34235D, VIN # 1FTSW30L22EC20166	\$3500
P202	Green 1996 John Deere 1800 Gator Tractor, VIN # M018006040081	\$800

SURPLUS VEHICLE LIST

<u>PD VEHICLE NO.</u>	<u>YEAR</u>	<u>LICENSE</u>	<u>VIN #</u>
521	2008	47418D	2FAHP71V98X146000
515	2003	35733D	2FAFP71W73X126143

<u>ENG. VEHICLE NO.</u>	<u>YEAR</u>	<u>LICENSE</u>	<u>VIN #</u>
E-11	2002	34228D	1FAFP52282G187201
E-13	1997	23459D	1FALP52U8VA209239

<u>PW/PARKS VEHICLE NO.</u>	<u>YEAR</u>	<u>LICENSE</u>	<u>VIN #</u>
P221	1996	20664D	1FTEF15N8TLB41044
P241	1995	17171D	1GBHC34K1SE249750
SC1	1992	18221D	2GBGG39K2N4136211
P224	2001	32502D	3B7KC26Z91M545761
P234	2002	34235D	1FTSW30L22EC20166
P202	1996	N/A	M018006040081

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL

City of Des Moines, WA

SUBJECT: NPDES Resolution and Settlement
Authority

AGENDA OF: January 30, 2014

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

1. Draft Resolution No. 14-009

DATE SUBMITTED: January 23, 2014

CLEARANCES:

[X] Legal PB
 [] Finance N/A
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Building & Public Works DJB
 [] Police N/A
 [] Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to seek Council authorization to settle the National Pollutant Discharge Elimination System (NPDES) matters pending before the Pollution Control Hearings Board (PCHB). The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move to authorize the City Manager, or his designee, to execute a settlement of the remaining issues in the appeal of the 2013-2018 NPDES Phase II Permit pending before the Washington State Pollution Control Hearings Board.”

Background:

Des Moines, along with several other cities entered into a coalition of local governments, the Washington State Department of Transportation and King County in filing an administrative appeal of the 2013-2018 NPDES Phase II Permit requirements as established by the Washington State Department of Ecology (DOE). The matter was heard by the Washington State Pollution Control Board in October, 2013. No ruling has been issued as of today. Further hearings are scheduled for April, 2014.

In anticipation of the next hearing, the Coalition along with Washington State Department of Transportation and King County explored settlement opportunities with DOE. DOE has agreed to either issue new guidance documents and make modifications to the 2013-2018 NPDES Phase II Permit language to clarify, or amend definitions at issue.

The proposed settlement includes clarifications that will: narrow the scope and cost to permit holders; decrease the number of potential locations for water quality violations; and limit the possibility of third-party claims for water quality violations. In exchange for resolving the definitions issue, the Coalition would need to dismiss the challenge to eliminate the one-acre disturbance threshold when applying the NPDES permit to new development, redevelopment and construction sites. With this settlement, the NPDES permit would be applicable for all sites no matter the degree of disturbance. It should also be noted that the City presently uses the threshold from the King County Surface Water Design Manual that is far less than one acre in size (2,000 square feet) for applying stormwater control and per our land clearing and grading code, an exemption is allowed for land disturbance activities of 200 square feet.

The City must notify DOE by January 31, 2014, as to whether it will accept the settlement proposal.

Discussion: The staff believes that the proposed settlement is in the best interest of the City, resolves the remaining issues in the matter and avoids further litigation related costs.

Alternatives: The alternative would be for the City to take on this litigation on its own, an untenable proposition given the expertise required to litigate this matter. Pursuant to the ILA with the other participating jurisdictions, should the majority of the participants vote in favor of the settlement, and the City fails to take action, the City would be deemed to have approved the settlement.

Financial Impact:

There is no direct fiscal impact if the settlement is approved. Council has previously approved an amount of \$22,500 for litigation expenses plus an additional \$7,500 as contingency for a total of \$30,000. No additional funding is being requested at this time.

Recommendation/Conclusion:

Staff recommends that the Council authorize the City Manager to settle this matter.

Concurrence:

The Legal, and Planning, Building and Public Works Departments concur.

CITY ATTORNEY'S FIRST DRAFT 1/22/2014

DRAFT RESOLUTION NO. 14-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, approving the proposed settlement of the remaining issues in the Administrative Appeal of the 2013-2018 National Pollutant Discharge Elimination System (NPDES) Phase II Permit.

WHEREAS, in October 2012, the City Council authorized the City of Des Moines to join a coalition of local governments in filing an administrative appeal of the 2013-2018 National Pollutant Discharge Elimination System (NPDES) Phase II Permit with the Washington State Pollution Control Hearings Board (PCHB), and

WHEREAS, in October 2013, the Pollution Control Hearings Board (PCHB) held a consolidated hearing on appeal issues held in common by both appealing Phase I and Phase II permittees and a ruling is expected on those issues within the month, and

WHEREAS, the PCHB scheduled a hearing on the remaining appeal issues in April 2014, and

WHEREAS, in anticipation of the next hearing, the Coalition along with Washington State Department of Transportation and King County explored settlement opportunities with the Washington State Department of Ecology (DOE), and

WHEREAS, DOE has agreed to either issue new guidance documents and make modifications to the 2013-2018 NPDES Phase II Permit language to clarify or amend definitions at issue, and

WHEREAS, the proposed settlement includes clarifications that will: narrow the scope and cost to permit holders; decrease the number of potential locations for water quality violations; and limit the possibility of third-party claims for water quality violations, and

WHEREAS, the City must notify DOE by January 31, 2014, as to whether it will accept the settlement proposal, and

WHEREAS, the City Council finds that the proposed settlement is in the best interest of the City of Des Moines and wishes to accept the proposed settlement of the remaining issues

Resolution No. ____
 Page 2 of ____

in the appeal of the 2013-2018 NPDES Phase II Permit; now
 therefore,

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

The City Manager or the City Manager's designee is
 authorized to execute a settlement of the remaining issues in
 the appeal of the 2013-2018 NPDES Phase II Permit including
 changes to definitions substantially in the form shown in
 Exhibit A, and incorporated by this reference.

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

1/22/14 9:04 AM

31
EXHIBIT A, RESOLUTION NO. _____
Proposed Changes to Definitions for Outfall & Receiving Waters
and
Addition of Discharge Point Definition
As Agreed To by Phase II Coalition/Appellant and Ecology
Representatives 12/9/13
With accompanying explanatory notes

- A. "Outfall" means a point source as defined by 40 CFR 122.2 at the point where a discharge leaves the permittee's MS4 and enters a receiving waterbody or receiving waters. Outfall also includes the permittee's MS4 facilities/BMPs designed to infiltrate stormwater.

Explanatory notes for "outfall" (to be converted into guidance):

- "a point source as defined by 40 CFR 122.2" = limits outfalls as "discernible, confined and discrete conveyances"
- "at the point where" = further modifies "discernible, confined and discrete conveyances" to a discernible, confined and discrete point; excludes stormwater conveyances that have no outlet, such as dispersion BMPs
- "a discharge" = applies not only to stormwater but also to illicit discharges
- "leaves the permittee's MS4" = intentionally possessive to a single MS4 permittee, not a group MS4 of permittees; excludes private and unregulated public stormwater systems for the purposes of its use in this permit. It is likely that municipalities will want to identify private or unregulated public outfalls in order to have a comprehensive understanding of drainage within their jurisdiction.
- "and enters a receiving waterbody or receiving waters." = see definition of receiving waterbody and receiving waters (e.g., surface water and groundwater)
- "Outfall also includes the permittee's MS4" = intentionally possessive to a single MS4 permittee, not a group of MS4 permittees; excludes private and unregulated public stormwater systems for the purposes of its use in this permit. It is likely that municipalities will want to identify private or unregulated public outfalls in order to have a comprehensive understanding of drainage within their jurisdiction.
- "facilities/BMPs" = broad use of the term "facilities/BMPs" to accommodate a wide range of infiltration facilities including any pre-existing facilities and retrofit facilities; not limited to "stormwater treatment and flow control BMPs/facilities" as defined in the permits.
- "designed to infiltrate stormwater." = limits applicable infiltration facilities/BMPs to those that are designed to infiltrate; excludes facilities/BMPs that inadvertently

EXHIBIT A, RESOLUTION NO. ³² _____
Proposed Changes to Definitions for Outfall & Receiving Waters
and
Addition of Discharge Point Definition
As Agreed To by Phase II Coalition/Appellant and Ecology
Representatives 12/9/13
With accompanying explanatory notes

infiltrate, such as ditches and swales. For the purposes of this permit, UIC facilities are categorically excluded; however it is likely that municipalities will want to identify UIC facilities as a form of an outfall in order to have a comprehensive understanding of drainage within their jurisdiction.

- Outfall does not include [the points where] pipes, tunnels, or other constructed conveyances which connect segments of the same receiving waters and are primarily used to convey receiving waters (for example: stream culverts). = excludes in-stream culverts that convey the stream under roadways; excludes the outlets of streams that have been piped under development areas.

B. "Receiving waterbody" or "receiving waters" means naturally and/or reconstructed naturally occurring surface water bodies, such as creeks, streams, rivers, lakes, wetlands, estuaries, and marine waters, to which a discharge occurs via an outfall or via sheet/dispersed flow. Receiving waters also include ground water to which a discharge occurs via facilities/BMPs designed to infiltrate stormwater.

Explanatory notes for "receiving waterbody" or "receiving waters" (to be converted into guidance):

- A receiving water body is not defined by the type of discharge it receives. For example, an illicit discharge of non-stormwater can occur to receiving water. Thus, the definition does not specify what is discharged.
- It is acceptable to retain the last use of "stormwater" because it is referring to what the facilities/BMPs were designed to do.
- This definition does not refer to MS4 either, because a receiving waterbody is not defined by who discharges to it.
- The definition does not indicate that the discharge must be intentional (i.e., to which a discharge is directed) because a receiving waterbody is not defined by an intention to discharge.

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EXHIBIT A, RESOLUTION NO. _____
Proposed Changes to Definitions for Outfall & Receiving Waters
and
Addition of Discharge Point Definition
As Agreed To by Phase II Coalition/Appellant and Ecology
Representatives 12/9/13
With accompanying explanatory notes

C. "Discharge point" means the location where a discharge leaves the permittee's MS4 to another permittee's MS4 or a private or public stormwater conveyance. "Discharge point" also includes the location where a discharge leaves the permittee's MS4 and discharges to ground, except where such discharge occurs via an outfall.

Explanatory notes for "discharge point" (to be converted into guidance):

- "the location" = avoids circular use of "point" in the term and the definition; avoids confusion with 40 CFR 122.2 point source
- "where a discharge" = applies not only to stormwater but also to illicit discharges
- "leaves" = the use of discharge point in the permit is always referring to a permittee's discharge from their MS4 to something else.
- "the permittee's MS4" = intentionally possessive to a single MS4 permittee, not a group MS4 of permittees
- "to" = the use of discharge point in the permit is always referring to a permittee's discharge from their MS4 to something else.
- "another permittee's MS4" = applies to permitted regulated MS4s
- "or a private" = applies to private stormwater infrastructure
- "or public" = applies to non-permitted and/or non-regulated publicly owned or operated stormwater infrastructure
- "stormwater conveyance" = broadly used to indicate stormwater infrastructure
- "and discharges to ground," = the discharge need not reach groundwater to be considered a discharge to ground
- "except where such discharge occurs via an outfall." = ties back to revised outfall definition to prevent a situation where something is both an outfall and a discharge point; does not limit discharge points to ground to infiltration facilities/BMPs that are designed to infiltrate; includes facilities/BMPs that inadvertently infiltrate, such as ditches and swales; includes stormwater conveyances that have no outlet, such as dispersion BMPs

EXHIBIT A, RESOLUTION NO. ³⁴ _____
Proposed Changes to Definitions for Outfall & Receiving Waters
and
Addition of Discharge Point Definition
As Agreed To by Phase II Coalition/Appellant and Ecology
Representatives 12/9/13
With accompanying explanatory notes

- The permit does not need to specify "connection point" as it uses the word "connections" in a basic dictionary use.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Washington State Historical Society
Grant Contract

ATTACHMENT:

1. Washington State Historical Society
Grant Contract with Attachments A-H

FOR AGENDA OF: January 30, 2014

DEPT. OF ORIGIN: Parks, Recreation and Senior
Services

DATE SUBMITTED: January 22, 2014

CLEARANCES:

☒ Legal TS

☒ Finance pl

☐ Marina N/A

☒ Parks, Recreation & Senior Services GO

☒ Planning, Building & Public Works DJB

☐ Police N/A

☐ Courts N/A

☐ Economic Development Manager N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: TH

Purpose and Recommendation

The purpose of this agenda item is to request City Council's approval for the Washington State Historical Society Grant to provide \$850,000 in funds for the Covenant Beach Bible Camp Historic District Dining Hall Rehabilitation Project at Des Moines Beach Park.

Suggested Motion

MOTION: "I move to approve Contract HCP 15-20 with the Washington State Historical Society to receive funds in the amount of \$850,000 for the Covenant Beach Bible Camp Historic District Dining Hall Rehabilitation Project and to authorize the City Manager to sign said contract substantially in the form as attached."

Background

The Washington state legislative session which ended on June 30, 2013 included \$850,000 Washington Heritage Capital Grant Funds for the Covenant Beach Bible Camp Historic District Dining Hall Rehabilitation Project at Des Moines Beach Park. The grant allows for the City to use up to six years of previous project expenditures as match and requires a 67% City to 33% state dollars match. The state legislature had also appropriated \$1M Washington Heritage Capital Grant Funds for the Des Moines Beach Park Dining Hall Rehabilitation received in 2006.

The City has completed Phase 1 and Phase 2 of the Dining Hall Rehabilitation Project as identified below:

Phase 1 (2008): structural stabilization and construction of a new steel foundation spanning the creek and lifting the building three feet above the 100 year flood level and disconnection and capping and/or removal of deteriorated building utilities at a cost of \$1,207,011; and

Phase 2 (2011-2012): construction of ADA modifications to provide access the building via ramps and decking and the replacement of exterior apron around building at a cost of \$476,450.

Discussion

The state has provided the Washington State Historical Society Contract (Attachment 1) for City review and approval. The Contract's Scope of Work allows for all of the Phase 3 work listed below that was completed in 2011- 2012 and the proposed work to be completed in 2013-2015 with a combined total of \$1,728,192 to be used as City match for the \$850,000 state funds.

Phase 3:

- (2011) Lower Des Moines Creek Channel Modifications to protect the Historic District buildings from flooding- Work Completed
- (2012) Founders Lodge Interior Remodel- Work Completed
- (2012) Auditorium Roof Replacement- Work Completed
- (2012) Dining Hall Landscaping- Work Completed
- (2013-2015) Dining Hall and Kaffe Stuga Rehabilitation- Grant Funded Work to be Completed

This grant project is the final phase of construction work required to reopen the Dining Hall for public use by June 2015. Construction documents for the project will comply with the Secretary of the Interiors Standards for the Treatment of Historic Properties, International Building Code, and ADA requirements.

The project will provide the following construction improvements: install structural posts, beams and framing, repair dry rot, replace insulation, provide plywood shear walls, install a fire suppression system and grease trap (required by code due to building capacity and uses), update interior restrooms for ADA access, update cabinetry and install commercial kitchen equipment, replace and reconnect utilities, replace plumbing and electrical systems, repair and/or replace single pane true divided windows, refurbish and/or replace interior and exterior doors, restore ceilings, provide flashing and insulate the shingle and flat roofs to include moving a set of exterior windows, replace gutters and downspouts, provide building storage, restore and/or replace flooring, repair exterior siding and trim, add exterior lighting and paint building, install two ADA parking stalls and install permanent Historic District interpretive signage.

Alternatives

None provided.

Financial Impact

The \$850,000 Heritage Capital Project Fund funding provides 33% match to the 67 % (\$1,728,192) City match. This is identified in the 2014-2019 Municipal Facilities Plan as follows:

Past City Expenditures To Be Used As Match:

Des Moines Creek Modifications Project (SWM)	\$1,165,664
Auditorium Roof (Fund 506)	\$61,950
Founders Lodge Interior	\$21,049
Dining Hall Exterior Landscaping	\$61,950

New City Expenditures To Be Used As Match:

Dining Hall CIP (2014 Remodel	\$125,025
Dining Hall CIP (2014 REET)	\$93,804
Picnic Shelter CIP (2015 REET)	\$100,000
Dining Hall 4Culture Grant	\$12,000
In-Kind Equipment and Labor	\$85,000

Total Phase 3 City Match:	\$1,728,192
Total Washington State Historical Society Grant:	<u>\$850,000</u>
Total Phase 3 Project Funding:	\$2,578,192

This match is identified in grant Contract HCP 15-20 Attachment E.

Recommendation or Conclusion

This source of grant funding was approved by City Council in the 2014-2019 Capital Improvement Plan.



STATE OF WASHINGTON
WASHINGTON STATE HISTORICAL SOCIETY

HCP 15-20
GRANTEE: City of Des Moines

1. PARTIES TO THE CONTRACT

This state funded contract for Heritage Capital Projects (Contract) is entered between the City of Des Moines, 1000 South 220th Street, Des Moines, WA 98198 (GRANTEE) and the Washington State Historical Society, 1911 Pacific Avenue, Tacoma, WA 98402 (AGENCY), and shall be binding upon the agents and all persons acting by or through the parties.

2. PURPOSE OF CONTRACT

This Contract sets out the terms and conditions by which a grant is made for a Heritage Capital Project during the 2013 - 2015 biennium from funds appropriated by the Washington State Legislature in ESSB 5035, which was incorporated into the Capital Budget signed into law by the governor on June 30, 2013. RCW 27.34.330 provides statutory authorization for the funding program. The funding is administered by the Agency.

3. DESCRIPTION OF HERITAGE CAPITAL PROJECT

Funds awarded under this Contract shall be used by the GRANTEE solely for the Covenant Beach Bible Camp Historic District Dining Hall Rehabilitation Project at Des Moines Beach Park as described in ATTACHMENT B (SCOPE OF WORK), and for the express purpose of the grant as described in ATTACHMENT C (PROJECT PURPOSE).

4. CONSIDERATION

The parties agree that, in exchange for the grant money awarded pursuant to this contract, the State of Washington and the Agency shall receive in consideration the preservation and interpretation of historical sites and artifacts that have the potential to provide lifelong learning opportunities for the citizens of the state.

5. AMOUNT OF GRANT

The Washington State Legislature appropriated eight hundred fifty thousand dollars (\$850,000.00). Of this appropriation, the total funds available to the GRANTEE for reimbursement of eligible costs shall be eight hundred twenty-four thousand, five hundred dollars (\$824,500.00). The AGENCY shall retain three percent (3.0%) of the appropriation, twenty-five thousand, five hundred dollars (\$25,500.00) as the cost of administering the grant and this contract.

6. COST SHARE

- a) The total cost of the project shall include only those costs that are eligible expenditures as described in ATTACHMENT D (PROJECT BUDGET). GRANTEE agrees that the amount of state funding shall not exceed thirty-three percent (33.0%) of the total cost of the project. The non-state portion of the total cost of the project shall be the GRANTEE's cost share of the total cost of the project. The amount of cost share shall be one million, seven hundred twenty-eight thousand, one hundred ninety two dollars (\$1,728,192.00).
- b) At least one-half of GRANTEE's cost share of the total cost of the project shall be in cash. The other half may be made up of cash and in-kind contributions, as defined in ATTACHMENT A (GENERAL PROVISIONS).
- c) By signing this agreement, GRANTEE warrants that, at the time of this contract's effective date, ATTACHMENT E (SOURCE OF AVAILABLE FUNDS) accurately represents the cash and in-kind contributions, whether pledged, held by the GRANTEE or expended on this project.
- d) Project expenditures incurred after the Capital Budget is signed into law and prior to the effective date of this contract are eligible for reimbursement only if they are consistent with the terms and conditions of this contract and the GRANTEE complies with the billing procedures described in ATTACHMENT A (GENERAL PROVISIONS). Project expenditures incurred prior to the date the Capital Budget is signed into law by the governor shall not be reimbursed.

7. PERIOD OF PERFORMANCE

The period of performance under this contract shall be from the date of the last signature of the contracting parties to June 30, 2015. Without further appropriation from the legislature, expenditures beyond this date shall not be reimbursed. The requirement to maintain ownership or a lease on the subject property and to use it for the express purposes of the grant, as stated in Section 8, shall remain in full force and effect for thirteen years following GRANTEE's completion of the project.

8. CAPITAL IMPROVEMENTS TO BE HELD BY GRANTEE

- a) Capital improvements funded by the Heritage Capital Projects Fund are to be used for the express purpose of this grant. No funds appropriated from the Heritage Capital Projects Fund shall be used for capital improvements not included in the legislative appropriation and specifically designated in this grant contract with the AGENCY.

- b) As required by RCW 27.34.330, capital improvements funded by this grant shall be held by the GRANTEE for at least thirteen (13) years beyond project completion; the facilities shall be used for the express purpose of the grant; and, if mobile, used primarily in Washington State. GRANTEE agrees that it will maintain ownership or lease of ALL property to be held, as described in ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)), for thirteen (13) years beyond the date of project completion. Failure to maintain ownership or a lease on the subject property for thirteen years following GRANTEE's completion of the project shall constitute a breach of this contract.
- c) This provision shall not be construed to prohibit the GRANTEE from selling any property described in this section, provided that; 1) any sale shall be subject to prior review and approval by the AGENCY, and 2) the GRANTEE retains the right to lease and maintain the property for the full thirteen years required in b) above, and to use it for the express purpose of the grant.
- d) Any failure to comply with this provision shall constitute a breach of this contract, and the GRANTEE shall repay all funds received to the state general fund plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the date of authorization of the grant.

9. REAPPROPRIATION

The parties hereto agree and understand that any state funds not expended and billed by end of the biennium, June 30, 2015, will lapse on that date unless reappropriated by the Washington State Legislature. If funds are so reappropriated, the AGENCY'S obligation under the terms of this contract shall be contingent upon the terms of such reappropriation. GRANTEE may not rely to its detriment upon use of funds not properly billed or not reappropriated. The GRANTEE shall be allowed only two requests for reappropriation of the funds awarded in this contract. Approval of such requests is not guaranteed.

10. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to this Contract and its attachments including the following, which by this reference, are made a part of this Contract:

ATTACHMENT A (GENERAL PROVISIONS)
 ATTACHMENT B (SCOPE OF WORK)
 ATTACHMENT C (PURPOSE OF PROJECT)
 ATTACHMENT D (PROJECT BUDGET)
 ATTACHMENT E (SOURCE OF AVAILABLE FUNDS)
 ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS)
 ATTACHMENT G (PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S))
 ATTACHMENT H (LEASES, CONTRACTS, AND AGREEMENTS)

11. ENTIRE CONTRACT

This Contract and all attachments contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract and attachments shall be deemed to exist or to bind any of the parties.

12. CONTRACT REPRESENTATIVES

The GRANTEE'S representative shall be the contact person for all communications and billings regarding the performance of this Contract. The GRANTEE's representative shall be:

Patrice Thorell, Parks, Recreation & Senior Services Director, City of Des Moines, 1000 South 220th Street, Des Moines, WA 98198, 206-870-6529, pthorell@desmoineswa.gov

The AGENCY's representative shall be the contact person for all communications and billings regarding the performance of this Contract. The AGENCY's representative shall be:

Jennifer Kilmer, Executive Director, Washington State Historical Society, 1911 Pacific Avenue, Tacoma, WA 98402, 253-798-5909, Jennifer.kilmer@wshs.wa.gov

13. SIGNATURES

Jennifer Kilmer
Executive Director
Washington State Historical Society

Anthony A. Piasecki
City Manager
City of Des Moines

Federal Tax ID # _____

Date: _____

Date: _____

Approved As To Form:

Des Moines City Attorney

PRE-APPROVED AS TO FORM BY THE STATE ASSISTANT ATTORNEY GENERAL
NOVEMBER 25, 2013.

HCP 15-20
ATTACHMENT A
GENERAL PROVISIONS

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A. HEADINGS AND DEFINITIONS

1. HEADINGS

Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

2. DEFINITIONS

AGENCY – The Washington State Historical Society.

Authorized Representative – The director and/or the designee authorized in writing to act on the director's behalf.

Cash Match – The liquid financial contributions to a project from the GRANTEE organization or from other sources, which can include available money from grants from foundations, non-state governmental agencies, individuals, corporations, and others.

Cost Share – The GRANTEE's share of the total cost of the project. Includes costs that will be, paid by both cash match and in-kind contributions to complete the project described in the Contract.

Date of Authorization of the Grant – The date the Washington State Legislature initially appropriated funds for the project.

GRANTEE – The applicant that has been awarded a grant of funds and is bound by this executed Contract, including any of the officers, employees, or agents lawfully representing the GRANTEE.

Heritage Capital Project – The project for which the GRANTEE has been awarded a grant of funds and meeting the requirements of RCW 27.34.330 and WAC 255-02.

In-Kind Contributions – The contributions to a project that are not part of the cash match. They may include contributions of materials and supplies, professional consultation, legal and accounting services, architectural design fees, volunteer time, and labor.

Real Property Value – Fair market value of real property, when such property is acquired solely for the purpose of the project, as established and evidenced by a current fair market appraisal performed by a qualified, professional real estate appraiser; a current property tax statement; or evidence of the purchase price paid by the GRANTEE. With AGENCY approval, GRANTEE may use real property value as a cash match contribution if the real property was acquired solely for the purpose of this project.

Total Cost of the Project – The amount sought from the Heritage Capital Project's Fund and the amount the applicant will provide as cost share.

B. GENERAL CONTRACT TERMS

3. ORDER OF PRECEDENCE

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and Washington State statutes and regulations
2. State executive orders
3. Terms and conditions of this Contract
4. ATTACHMENT A (GENERAL PROVISIONS)
5. All attachments or material incorporated by reference

4. CONTRACT MODIFICATIONS

- a) This Contract may be modified by mutual agreement of the parties. Such modification shall not be binding unless in writing and signed by both parties prior to implementation of the modification. Any oral understanding or agreement not incorporated herein shall not be binding.
- b) Budget modification of not more than ten (10) percent of any line item and as described herein is excepted from this clause; but shall not increase the total amount available to the Grantee in this grant.
- c) Notwithstanding any other provision of this Contract, the GRANTEE may, at its discretion, make modifications not to exceed ten (10) percent of each line item in the Project Budget (Attachment B, hereto). The GRANTEE shall notify the AGENCY in writing prior to making any budget modification or combination of budget modifications that would exceed ten (10) percent of any budget line item. Budget modifications exceeding ten (10) percent of any line item constitutes a Contract Modification and must be approved by both parties in writing prior to implementation of the modification.

5. NO WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by authorized representatives of the AGENCY and the GRANTEE.

C. PERFORMANCE AND GENERAL RESPONSIBILITIES

6. NONASSIGNABILITY

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the GRANTEE, without advance written permission from the AGENCY.

7. INDEPENDENT CAPACITY OF GRANTEE

The parties intend that an independent relationship will be created by this Contract. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the AGENCY. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the AGENCY or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

8. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The AGENCY makes no claim to any real property improved or constructed with funds awarded under this Contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Contract. This provision does not extend to claims that the AGENCY may bring against the GRANTEE in recapturing funds expended in violation of this Contract.

9. HOLD HARMLESS

To the extent permitted by law, the GRANTEE shall defend, protect and hold harmless the State of Washington and the AGENCY, its employees, agents, officers, and assigns from and against all claims, suits, or actions arising from the GRANTEE's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark, or tradename through use or reproduction of material of any kind. The GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of the GRANTEE.

The GRANTEE waives its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend and hold harmless AGENCY, the state of Washington and agencies, officials, agents or employees of the state.

10. ACKNOWLEDGEMENT

The GRANTEE shall announce in its publicity materials, on a posted sign during the project, and on a permanent marker that the State of Washington is a source and the Washington State Historical Society the administrator of these funds unless such requirement is modified or waived in writing by the AGENCY.

11. ETHICS COMPLIANCE

The AGENCY may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the AGENCY that there is a violation of the Code of Ethics for Municipal Officers (Chapter 42.23 RCW) or any similar statute involving the GRANTEE in the procurement of, or performance under, this Contract.

12. PUBLIC DISCLOSURE/CONFIDENTIALITY

- a) The GRANTEE acknowledges that the AGENCY is subject to Chapter 42.56 RCW, the Public Records Act and that this Contract shall be a public record as defined in Chapter 42.56 RCW. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. If a request is made to view the GRANTEE's information marked as confidential, the Agency will notify the GRANTEE of the request and the date that such records will be released to the requester unless the GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.
- b) The GRANTEE shall not use or disclose any information concerning the AGENCY, or information which may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of the AGENCY, or (2) as may be required by law.

D. **COMPLIANCE WITH LAWS, RECORDS AND INSPECTIONS**

13. COMPLIANCE WITH APPLICABLE LAW

- a) The GRANTEE agrees to be aware of, and comply with, all applicable and current federal, state, and local laws, regulations, and policies. The GRANTEE's confirmation of this requirement is contained in ATTACHMENT F (CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS). AGENCY is not responsible for determining compliance.
- b) In the event of the GRANTEE's noncompliance or refusal to comply with any applicable law or policy, the Contract may be suspended or terminated in whole or in part, and the GRANTEE and the project may be declared ineligible for further grant awards from the AGENCY.
- c) The GRANTEE further agrees to indemnify and hold harmless the AGENCY from all liability, damages and costs of any nature including but not limited to costs of suits and attorneys' fees assessed against Agency, as a result of the failure of the GRANTEE to so comply.

14. RECORDS, REPORTS and AUDITS

- a) The GRANTEE shall maintain books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this Contract for six years after the full termination or expiration of the Contract, which includes the 13 year holding period, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the

expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- b) The GRANTEE shall comply with all auditing requirements, including audit requirements for the expenditure of more than \$100,000 or more in total state funds in a fiscal year, if applicable.

15. RIGHT OF ENTRY

The GRANTEE shall provide right of access of its facilities to the AGENCY, or to any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

16. EVALUATION AND MONITORING

- a) The GRANTEE shall cooperate with and fully participate in any monitoring or evaluation activities conducted by the AGENCY that are relevant to compliance with this Contract, including providing initial and updated project plans for AGENCY review and approval and facilitating record production and periodic site inspections.
- b) The GRANTEE shall provide the AGENCY with digital images and narratives that depict the progress made on the project. Such images will be used by the AGENCY to support reimbursement requests and to inform the public about the grant program on the web and elsewhere. Images and narratives shall be provided with each request for reimbursement.

17. HAZARDOUS SUBSTANCES

The GRANTEE will defend, protect and hold harmless the AGENCY, and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorney's fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or release or threatened release of, hazardous substances, as defined in RCW 70.105D.0200, on the property covered by the Contract.

18. GOVERNOR'S EXECUTIVE ORDER 05-05

The GRANTEE shall comply with Governor's Executive Order 05-05. In the event that historical or cultural artifacts are discovered at the project site during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

19. PREVAILING WAGE LAW

The project funded under this Contract may be subject to state Prevailing Wage law (RCW 39.12). The GRANTEE is advised to consult with the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether prevailing wages must be paid. The AGENCY is not responsible for determining whether

prevailing wage applies to this project or for any prevailing wage payments that may be required by law.

20. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW (Industrial Insurance).

21. NONDISCRIMINATION PROVISION

- a) During the performance of this Contract, the GRANTEE shall abide by all applicable federal and state nondiscrimination laws and regulations, including, but not limited to Chapter 49.60 RCW (Washington's Law Against Discrimination) and 42 U.S.C. 12101 et. seq. (The Americans with Disabilities Act [ADA]).
- b) In the event of the GRANTEE'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be suspended or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to remedy any such noncompliance. Any dispute may be resolved in accordance with the "Dispute Resolution" procedure set forth in Section 25 of this Contract Attachment.

E. FUNDING, REIMBURSEMENT AND BUDGET

22. REIMBURSEMENT

- a) Payments to the GRANTEE shall be made on a reimbursement basis only, for eligible costs incurred, using forms provided by the AGENCY. Reimbursement shall be allowed for (1) actual costs incurred and paid or (2) actual costs incurred and payable within a minimum of thirty (30) days from the date the reimbursement is requested. No advance payments shall be made to the GRANTEE. Purchases of goods will be reimbursed upon receipt, and services will be reimbursed upon completion of the work.
- b) Each request for reimbursement shall include a state voucher form and digital images and a narrative report describing the work completed and the status of the project. The reimbursement request shall not include any costs already reimbursed by or charged against any other grant or other source. The voucher must be certified by an official of the GRANTEE with authority to bind the GRANTEE.
- c) After receiving and approving the voucher and accompanying information, the AGENCY shall promptly remit a warrant to the GRANTEE. The obligation of the AGENCY to pay any amount(s) under this Contract is expressly conditioned upon compliance with the terms of this Contract by the GRANTEE.
- d) The expenditure of state funds shall not exceed the intended state share of the total cost of the project at any time, and shall be consistent with the Legislative appropriation.

- e) The final request for reimbursement under this Contract shall be submitted by the GRANTEE to the AGENCY within fifteen (15) days following the completion of the work or other termination of the Contract and be accompanied by a final narrative report and digital images of the completed project.

23. RECAPTURE OF FUNDS

In the event that the GRANTEE fails to expend state funds in accordance with state law and/or the provisions of this Contract, the AGENCY reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the GRANTEE of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the AGENCY is required to institute proceedings to enforce this recapture provision, the AGENCY shall be entitled to its cost thereof, including reasonable attorneys' fees.

24. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Contract period, AGENCY may suspend or terminate the Contract under the Termination for Convenience clause without advance notice, subject to renegotiation at the AGENCY's discretion, under those new funding limitations and conditions.

F. TERMINATION AND DISPUTES

25. DISPUTE RESOLUTION

- a) The parties shall make every effort to resolve disputes arising out of or relating to this Contract through negotiation.
- b) Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing according to the process set out in this Section. Either party's request for dispute hearing must be in writing and clearly state:
 - 1. The disputed issue(s);
 - 2. The relative positions of the parties;
 - 3. The GRANTEE's name, address and project title.
- c) In order for this Section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this Section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person selected by the GRANTEE, one person selected by the AGENCY, and a third person chosen by the two persons initially appointed.
- d) Any hearing under this Section shall be informal, with the specific processes to be determined by the dispute panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so

agree. The dispute panel shall be governed by the provisions of this Contract in deciding the dispute(s).

- e) The parties shall be bound by the decision of the dispute panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.
- f) Request for a dispute hearing under this Section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party that it wishes to dispute. The written agreement to use the process under this Section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- g) All costs associated with implementation of this process shall be shared equally by the parties.

26. TERMINATION OR SUSPENSION FOR CAUSE

- a) In the event the Agency determines the GRANTEE has failed to comply with the conditions of this Contract in a timely manner, the AGENCY has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 days of receiving notice, the Contract may be terminated or suspended.
- b) In the event of termination or suspension for cause, the AGENCY may require the GRANTEE to repay any portion of the state funds paid to the GRANTEE prior to termination.
- c) The AGENCY may enforce this Contract by the remedy of specific performance, which usually will mean completion of the project as described in this Contract. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the AGENCY. No remedy available to the AGENCY shall be deemed exclusive. The AGENCY may elect to exercise any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

27. TERMINATION FOR CONVENIENCE

- a) Notwithstanding any provisions of this Contract, either party may terminate this Contract by providing the other party with written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b) In the event this Contract is terminated, the GRANTEE shall be reimbursed for eligible expenses incurred prior to the effective date of such termination and not otherwise paid for by the AGENCY, as the AGENCY reasonably determines.

28. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Contract, the AGENCY reserves the right to terminate or amend this Contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the grant.

29. TERMINATION PROCEDURES

- a) After receipt of a notice of termination, except as otherwise directed by the AGENCY, the GRANTEE shall:
- b) Stop work under the Contract on the date, and to the extent specified, in the notice;
- c) Place no further orders or subgrants for materials, services, or facilities related to the Contract;
- d) Preserve and transfer any materials, Contract deliverables and/or AGENCY property in the GRANTEE's possession as directed by the AGENCY.
- e) Upon termination of the Contract, the AGENCY shall pay the GRANTEE for any service provided by the GRANTEE under the Contract prior to the date of termination. The AGENCY may withhold any amount due as the AGENCY reasonably determines is necessary to protect the AGENCY against potential loss or liability resulting from the termination. The AGENCY shall pay any withheld amount to the GRANTEE if the AGENCY later determines that loss or liability will not occur.
- f) The rights and remedies of the AGENCY under this Section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

30. GOVERNING LAW AND VENUE

This Contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Contract shall be the Superior Court of Thurston County, Washington. The GRANTEE, by execution of this Contract acknowledges the jurisdiction of the courts of the State of Washington.

31. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

**HCP 15-20
ATTACHMENT B
PROJECT SCOPE OF WORK**

This HCPF grant project is part of a three phase project totaling \$ 4,261,653:

Phase 1:

- **(2008) Previous Dining Hall project** completed with City of Des Moines and State Heritage Capital Grant Funds: Structural stabilization and construction of a new steel foundation spanning the creek and lifting the building three feet above the 100 year flood level, and disconnection and capping and/or removal of deteriorated building utilities at a cost of \$1,207,011.

Phase 2:

- **(2011-2012) Previous Dining Hall project** completed with City of Des Moines and State Heritage Capital Grant Funds: construction of ADA modifications to provide access the building via ramps and decking and the replacement of exterior apron around building at a cost of \$476,450.

Phase 3:

- **(2011) Lower Des Moines Creek Channel Modifications** to protect the Historic District buildings from flooding, (2012) Founders Lodge Interior Remodel completed with City of Des Moines funds.
- **(2012) Auditorium Roof Replacement** completed with City of Des Moines funds.
- **(2012) Dining Hall Landscaping** completed with City of Des Moines funds.
- **(2013-2015) Dining Hall and Kaffe Stuga Project Completion to Reopen the Building.**

This HCPF grant project will complete Phase 3 of construction work required to reopen the Dining Hall for public use by June 2015. Construction documents for the project will comply with the Secretary of the Interiors Standards for the Treatment of Historic Properties, International Building Code, and ADA requirements.

The project will provide the following construction improvements: install structural posts, beams and framing, repair dry rot, replace insulation, provide plywood shear walls, install a fire suppression system and grease trap (required by code due to building capacity and uses), update interior restrooms for ADA access, update cabinetry and install commercial kitchen equipment, replace and reconnect utilities, replace plumbing and electrical systems, repair and/or replace single pane true divided windows, refurbish and/or replace interior and exterior doors, restore ceilings, provide flashing and insulate the shingle and flat roofs to include moving a set of exterior windows, replace gutters and downspouts, provide building storage, restore and/or replace flooring, repair exterior siding and trim, add exterior lighting and paint building, install two ADA parking stalls and install permanent Historic District interpretive signage at a cost of 2,578,192.

PROJECT SCOPE OF WORK BY ARCHITECTURAL DIVISIONS

Division 2 EXISTING CONDITIONS

Selected interior demolition, cleaning floor, general cleaning, debris disposal

Division 5 METALS

Structural steel rigid framework , hold downs, coil straps; interior handrails

Division 6 WOOD, PLASTICS AND COMPOSITES

Plastic laminate wainscoting to be installed in restrooms; exterior siding and flashing to be replaced; plywood shear walls to be replaced ; dry rot wall repair.

Division 7 THERMAL AND MOISTURE PROTECTION

Flashing, Insulation to be installed under floor, within walls and under roof; roof replacement, gutters, downspouts

Division 8 OPENINGS

Existing building windows to be repaired or replaced. Exterior wood doors to be repaired or replaced and panic hardware to be installed on doors. Interior wood doors to be repaired or replaced and new doors to be installed.

Division 9 FINISHES

Painting of interior, doors, exterior, posts, beams, braces, trim, ceilings and soffits. Sheet vinyl flooring to be installed in restrooms and kitchen.

Division 10 SPECIALTIES

Installation of building address signs, interior building signs. Additional work to upgrade or replace existing exterior interpretive signage (if funding allows).

Division 21 FIRE SUPPRESSION

Installation of dry Fire Sprinkler.

Division 22 PLUMBING

New waste & vent, new gas line, new domestic water line, sinks, lavatories, water heater, toilets, reconnections to new stubs; kitchen dishwasher, gas stove, exhaust system.

Division 23 HEATING VENTILATING AND AIR CONDITIONING (HVAC)

Re-connect gas lines to existing unit heaters, gas stove.

Division 26 ELECTRICAL

Re-connect electrical, electrical demo, new distribution, lighting, power, data, fire alarm system.

Division 32 EXTERIOR IMPROVEMENTS

Asphalt – sawcut, HC & road repair, striping and wheel stops, patch at sanitary, patch at fire line connection.

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below. The GRANTEE shall make all plans and documents funded in whole or in part by this contract available to the AGENCY upon reasonable request.

GRANTEE

TITLE

DATE

**HCP 15-20
ATTACHMENT C
PROJECT PURPOSE**

The Covenant Beach Bible Camp Historic District Building Rehabilitation Project at Des Moines Beach Park is in perfect alignment with the City of Des Moines' vision - *An inviting and safe waterfront community embracing the future while preserving our past* - and with its mission - *We enrich the community by providing leadership and services reflecting the pride and values of Des Moines*. One of the Des Moines City Council's top Strategic Goals is to restore the Des Moines Beach Park Historic District.

With a population of 30,000 living in the City of Des Moines and 600,000 people living in the surrounding South King County, the park is a destination for recreation. This living history center has hosted hundreds of thousands of visitors for recreational, cultural and community functions. All of the historic camp buildings are in high demand by groups for community and social activities due to their unique rustic beauty. The Dining Hall is the most visible and sought after of the historic buildings because of its location over a creek and its views of the Puget Sound.

The Dining Hall and its Kaffe Stugga is the central feature within Covenant Beach Bible Camp. The Historic District also known as the "Birthplace of Des Moines" was listed on the Washington Register of Historic Places in 1988 and on the National Register of Historic Places in 2006 for its association with the broad patterns of history and development of Des Moines and the site's role as an important regional recreational park and camp. Temporary interpretive signage has been installed at key locations throughout the park to bring to life the District's rich history and importance to the region. The Covenant Beach Bible Camp is the only remaining church camp of this type located within urbanized Puget Sound. Located on the Puget Sound at the mouth of the Des Moines Creek, the site was an early fishing and shellfish harvesting camp used by the Duwamish and Muckleshoot Indians. It was the first settlement site developed for a saw mill and log pond for commercial purposes in the late 1800's. In the early 1900's an unfinished mill was transformed to an over water dance hall at the front of the park and the back of the park became a recreational play area for the children living in a private Industrial Home and Training School for orphans which later became an attraction for public use. The Park was sold to the Covenant Church in 1931 and was owned and developed as the Covenant Beach Bible Camp until it was sold to the City of Des Moines in 1987. The camp buildings were heavily used for community programs and events until damage caused by the Nisqually earthquake and extreme flooding closed the Dining Hall and Picnic Shelter in 2002. Since that time, the City has worked inter-jurisdictionally to develop a site master plan and secure funds to reduce site flooding and protect and rehabilitate the historic structures for public use.

CERTIFICATION

The GRANTEE, by its signature, certifies that the express purpose of the grant as described in the Project Purpose set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

GRANTEE

TITLE

DATE

**HCP 15-20
ATTACHMENT D
PROJECT BUDGET**

Cost Category	Grantee Cost Share		HCPF	Totals
	Cash Match	In-kind	Grant Funds	
Project staff	68,373		Not Eligible	68,373
Architecture/Engineering	62,887			62,887
Construction/Rehabilitation	1,491,932		824,500	2,316,432
Property acquisition				
Bridge Loans				
Equipment	20,000			20,000
Furnishings				
Landscaping				
Permanent exhibitions				
Consultants				
Integral Art Projects				
LEED Silver Certification				
Project Travel Costs				
Donated Labor or Materials		85,000		85,000
Site Work				
Pre-design	Not Eligible		Not Eligible	
Value of lease	Not Eligible		Not Eligible	
Administration – 3%	Not Eligible	Not Eligible	25,500	25,500
COST SHARE SUBTOTALS	1,643,192	85,000		
GRANTEE/HCPF TOTALS		\$1,728,192	\$850,000	2,578,192
% OF TOTAL		67%	33%	100%

CERTIFICATION

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below, and that the total GRANTEE cost share required for the project shall be received and expended by June 30, 2015.

GRANTEE

TITLE

DATE

HCP 15-20
ATTACHMENT E
SOURCE OF AVAILABLE FUNDS

<u>TYPE OF FUNDS</u>	<u>AMOUNT</u>
HCPF FUNDS – Total Legislative Appropriation	\$850,000
GRANTEE's FUNDS – Cash Match or In-kind Contributions:	
King County -	
4Culture Grant	\$12,000
City of Des Moines -	
Real Estate Excise Tax	\$318,829
Lower Des Moines Creek Channel Modifications	\$1,165,664
Founders Lodge Interior Remodel	\$21,049
Auditorium Roof Replacement	\$61,950
Dining Hall Landscaping & Labor	\$63,700
Donated Kitchen Equipment & Labor	\$85,000
TOTAL PROJECT FUNDS	\$2,578,192

CERTIFICATION

The GRANTEE, by its signature, certifies that the project funding set forth above in the Source of Available Funds has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

At least 75% of the GRANTEE's funds shall have been expended for eligible project expenses, or shall be committed in writing and available, and will remain committed and available solely and specifically for carrying out the project as described elsewhere in this contract. Up to 25% of the GRANTEE's funds may be projected to be received by June 30, 2015.

The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the committed funds, and shall make such records available for the AGENCY's review upon request.

GRANTEE

TITLE

DATE

HCP 15-20
ATTACHMENT F
CERTIFICATION OF AGREEMENT TO FOLLOW ALL LAWS

The GRANTEE, by its signature, certifies that it shall be aware of and comply with all applicable and current federal, state, and local laws, regulations, policies, as now or hereinafter amended including, but not limited to those related to:

- Hazardous Substances - RCW 70.105D.0200
- Governor's Executive Order 05-05
- Prevailing Wage Law - RCW 39.12
- Industrial Insurance - RCW 51
- Nondiscrimination - RCW 49.60
- Americans with Disabilities Act - 42.U.S.C. 12101 et.esq.
- High Performance Public Buildings (LEED) - RCW 39.35D

GRANTEE

TITLE

DATE

**HCP 15-20
ATTACHMENT G
PROPERTY PARCEL NUMBER(S) AND LEGAL DESCRIPTION(S)**

Address: The Covenant Beach Bible Camp Historic District Dining Hall Rehabilitation Project at Des Moines Beach Park is located at 22030 Cliff Avenue South, Building B, Des Moines, WA 98198

Washington State Legislative District #: 30 and 33.

GPS Coordinates: Longitude: 122 degrees, 19 minutes, 43-06 seconds west
Latitude: 47 degrees, 24 minutes, 17.12 seconds north

Property Parcel Number: King County- 2009002860, 2009000300, and 2009003390.

Legal Description: Lots 9 through 16, inclusive, Block 22, the Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;
TOGETHER WITH those portions of vacated alley adjacent, vacated 4th Street adjacent, and vacated Spruce Street adjacent, all as originally platted, which attach by operation of law;
Lots 1 through 6, inclusive, and those portions of Lots 7 through 12, inclusive, Block 35, the Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington, lying northwesterly of a line drawn from the northeast corner of said Lot 7 to the southwest corner of said Lot 12;
TOGETHER WITH those portions of vacated alley adjacent, vacated 4th Street adjacent, and vacated Spruce Street adjacent, all as originally platted, which attach by operation of law;
All that portion of vacated 4th Street as originally platted lying south of the south line of Lot 12, Block 35, and its westerly production, and northwesterly of a line drawn from the southwest corner of said Lot 12 to the southeast corner of Lot 16, Block 36;
All in the Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;
Lots 5 through 16, inclusive, Block 36, the Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;
TOGETHER WITH those portions of vacated alley adjacent, vacated Puyallup Street adjacent, and vacated 4th Street adjacent to Lots 5 through 12, inclusive, all as originally platted, which attach by operation of law;
Lot 7, Covenant Beach Bible Camp Estates, according to the plat thereof recorded in Volume 108 of Plats, page 20, in King County, Washington;
Those portions of Lots 1, 2 and 3 and Lots 21 through 26, inclusive, Block 41, the Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;
TOGETHER WITH that portion of the vacated easterly 10 feet of Cliff Avenue as originally platted in said plat of the Town of Des Moines, which attaches by operation of law; All lying northwesterly of a line drawn from the northeast corner of said Lot 1 through the southwest corner of said Lot 3 and extended to the westerly line of the vacated easterly 10 feet of said Cliff Avenue as originally platted;
TOGETHER WITH that portion of vacated Puyallup Street as originally platted adjacent which attaches by operation of law;

Lots 1 through 5, inclusive;

EXCEPT the southerly 5 feet of said Lot 5; All in Block 40, the Town of Des Moines, according to the plat thereof recorded in Volume 3 of Plats, page 165, in King County, Washington;

TOGETHER WITH the vacated westerly 10 feet of Cliff Avenue as originally platted adjacent;

AND TOGETHER WITH second class tidelands adjacent.

CERTIFICATION

The GRANTEE, by its signature, certifies that the property parcel number(s) and legal description(s) set forth above have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

GRANTEE

TITLE

DATE

HCP 15-20
ATTACHMENT H
LEASES, CONTRACTS AND AGREEMENTS

Document Title	Parties	Date of Execution	Date of Expiration	Recorded in:
Statutory Warranty Deed	City of Des Moines, Washington and North Pacific Conference of the Evangelical Covenant Church of America, A Washington Corporation	February 4, 1987	NA	King County, Washington

CERTIFICATION

The GRANTEE, by its signature, certifies that the leases, contracts and agreements as described in the grant application and defined above (Document Title, Parties, Date of Execution and Date of Expiration) have been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date written below.

The GRANTEE shall provide the AGENCY with notice of any and all modifications to these leases, contracts and agreements made during the Contract Period of Performance or during the thirteen years following GRANTEE's completion of the project.

GRANTEE

TITLE

DATE

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2014-2015 Recycling Program
Funding and Professional Services Contract

FOR AGENDA OF: January 30, 2014

ATTACHMENTS:

1. Washington State Department of Ecology
Coordinated Prevention Grant (CPG) 2013-
2015 No. G1400145
2. Seattle & King County Department of
Public Health Local Hazardous Waste
Management Program (LHWMP) 2014
Grant No. EHS3364
3. King County Solid Waste Division Waste
Reduction and Recycling (WR/R) 2014
Grant No. 5637571
4. Draft Professional Services Contract for the
2014-2015 Recycling Program

DEPT. OF ORIGIN: Planning, Building and
Public Works

DATE SUBMITTED: January 23, 2014

CLEARANCES:

- [X] Legal PB
 [] Finance _____
 [] Marina _____
 [] Parks, Recreation & Senior Services _____
 [X] Planning, Building & Public Works DEL
 [] Police _____
 [] Courts _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL AT

Purpose and Recommendation

The purpose of this agenda item is to provide information to Council, enabling it to take action on both the acceptance of grants and the contracting of professional services for the City's Recycling Program for the service period of 2014-2015.

Suggested Motions

First Motion: I move to authorize the City Manager to sign the 2013-2015 CPG Grant No. G1400145 between the City of Des Moines and the Washington State Department of Ecology; the 2014 LHWMP Grant No. EHS3364 between the City of Des Moines and the Seattle-King County Department of Public Health; and the 2014 WR/R Grant No. 5637571 between the City of Des Moines and the King County Department of Public Health.

Second Motion: I move to authorize the City Manager to sign the Professional Services Contract for the 2014-2015 Recycling Program between the City of Des Moines and Olympic Environmental Resources substantially in the form as submitted.

Background

Grants

Staff is requesting Council to authorize acceptance of three grants for the City's recycling program. The first grant is the 2013-2015 Washington State Department of Ecology's Coordinated Prevention Grant (CPG) (Attachment 1). The second is the 2014 Seattle-King County Department of Public Health Local Hazardous Waste Management Program (LHWMP) Grant (Attachment 2). The third is for the 2014 King County Solid Waste Division Waste Reduction and Recycling (WR/R) Grant (Attachment 3).

The subject grants will fund the City's semi-annual Household Waste Collection and Recycling Events, annual Business Recycling Events, and the purchase of products made from recycled materials for 2014 and 2015.

Professional Services Contract

In addition to maintaining funding for City recycling programs, this agenda item also requests Council to secure professional services for planned events in the 2014-2015 time period. Specifically, a contract between the City of Des Moines and Olympic Environmental Resources (OER) is requested to be approved. Under the consultant contract, OER will be the event coordinator for all City residential and business recycling and collection events and the purchase of products made from recycled materials through December 2015.

Discussion

The City uses grant funds to sponsor recycling and collection events for Des Moines residents and promotes recycling or the use of recycled-content products. For the 2014-2015 Recycling Program, the City will sponsor two residential recycling collection events per year (i.e. the Fall and Spring events), co-sponsor one business recycling event per year with the Cities of Normandy Park and Burien, and purchase products made from recycled materials, such as recycled-product park benches, waste container surrounds, or subsidize the purchase of items such as rainbarrels or compost bins for residents or benches or solid waste containers for City properties.

This agenda item seeks City Council approval of the CPG contract for 2013-2015 (retroactive to July 1, 2013 through June 30, 2015), the 2014 LHWMP contract, and the 2014 WR/R contract. The CPG grant will allocate a state grant share of \$53,882.00 up to an estimated \$68,382.00 to the City of Des Moines recycling program for household recycling events for the July 1, 2013-June 30, 2015 timeframe. The LHWMP grant will allocate \$11,730.30 up to an estimated \$23,630.30 for household recycling collection events in 2014-2015. The WR/R grant will allocate \$21,037 up to an estimated \$43,037.00 for household recycling collection events, business recycling collection events, and the purchase of products made from recycled materials for 2014-2015. The City Council is required to review all Interlocal Agreements between the City and other public agencies.

If the City Council accepts the CPG, LHWMP, and WR/R grants for 2014 and 2015, the City will continue to reduce the amount of hazardous and non-hazardous materials going into the local waste stream at no additional cost to the City. Action/acceptance of these grants must be submitted to the grantor agencies by February 2014 in order to secure grant funds and schedule the Spring 2014 residential recycling event.

Household Collection and Recycling Events – For almost 20 years, the City has used grant monies to sponsor semi-annual Household Waste Collection and Recycling Events. The Spring and Fall Events have proven to be exceptionally popular among Des Moines residents because they provide a local site to recycle materials that are not accepted by the curbside recycling program. Residents will be able to recycle items including oil filters, porcelain toilets and sinks, large cardboard, petroleum based products, antifreeze, tires, batteries, electronic equipment, scrap metals, appliances, propane tanks, and reusable household items. Additional items continue to be explored as the number and type of materials collected curbside have increased under the solid waste contract that began collection on November 1, 2011.

Business Recycling Event – The annual Business Recycling Events are typically held in July at the Washington Criminal Justice Training Center in SeaTac. The City will pool a portion of its grant resources with the Cities of Normandy Park and Burien to provide a comprehensive recycling event where businesses may drop off items including: clean scrap wood/pallets, electronic equipment, fluorescent lights, cellular phones, office recyclables/cardboard, toner cartridges, and plastics. As with the household collection and recycling events, the Business Recycling Event will accept the above items at little or no cost to business owners.

Products made from Recycled Materials – In order to support the recycling industry and close the recycling loop, the City will support recycling programs by purchasing items such as recycled content rain barrels/compost bins for distribution and/or recycled content park benches/waste container surrounds. These products divert roughly twice their weight in plastic material from the waste stream when produced. The City may install the recycled content benches/waste container surrounds in highly visible areas with a notice that they are made from recycled content. The City will promote rain barrel/compost bin distribution to City residents and distribute them at City Recycling Collection Events.

Professional Services Contract – For almost 20 years, the City has negotiated a contract with Olympic Environmental Resources (OER) to be the Recycling Event coordinator. The 2012-2013 contract with OER expired on December 31, 2013. The estimated budget for the 2014-2015 Recycling Program is for up to \$123,799.30, depending on grant funding for 2015. This amount does not include the \$11,250.00 from the CPG expended for the Fall 2013 Residential Recycling Event. Should expected grant funds for 2015 not become available, the contract budget will be reduced accordingly. Administration initiated a Request for Proposals (RFP) to make sure that all qualified consultants, including women and minority owned businesses, had a chance to compete for the contract.

One proposal, from Olympic Environmental Resources, was received. OER is a qualified candidate due to its extensive experience of working with King County cities for over twenty years on recycling and collection events identical to Des Moines' events. OER also has detailed knowledge of the grant process for King County, the Health Department, and the Department of Ecology. A draft version of the contract between the City of Des Moines and OER is included in this agenda item as Attachment 4.

Alternatives

1. The City Council may accept the 2013-2015 CPG Grant No. G1400145 between the City of Des Moines and the Washington State Department of Ecology; the 2014 LHWMP Grant No. EHS3364 between the City of Des Moines and the Seattle-King County Department of Public Health; and the 2014 WR/R Grant No. 5637571 between the City of Des Moines and the King

County Department of Public Health, and authorize the City Manager to sign the Professional Services Contract for the 2014-2015 Recycling Program between the City of Des Moines and Olympic Environmental Resources.

2. The City Council may not accept the 2013-2015 CPG Grant No. G1400145 between the City of Des Moines and the Washington State Department of Ecology; the 2014 LHWMP Grant No. EHS3364 between the City of Des Moines and the Seattle-King County Department of Public Health; and the 2014 WR/R Grant No. 5637571 between the City of Des Moines and the King County Department of Public Health, and/or may not authorize the City Manager to sign the Professional Services Contract with Olympic Environmental Resources and forego CPG, LHWMP, and/or WR/R grant funds.
3. The City Council may continue this Agenda Item and request that staff provides additional information on the CPG, LHWMP, and WR/R grant programs and the OER Professional Services Contract. Continuance of this item may result in loss of grant funds for the 2014-2015 grant cycle.

Financial Impact

If the City Council accepts the CPG, LHWMP, and WR/R grants, there will be no fiscal impact to the City related to Contract Numbers G1400145, EHS3364, and 5637571. However, if the City Council does not accept the CPG, LHWMP, and WR/R grants, then the City will need to use General Fund monies to maintain the City's recycling program.

Recommendation or Conclusion

Staff recommends that the City Council choose Alternative 1, thereby accepting the 2013-2015 Washington State Department of Ecology CPG Grant, the 2014 Seattle-King County Department of Public Health LHWMP Grant, and the 2014 King County Solid Waste Division Grant, and authorizing the City Manager to sign the OER Professional Services Contract substantially in the form as submitted.

Concurrence

Planning, Building and Public Works and the Legal Departments concur.



COORDINATED PREVENTION GRANT (CPG) AGREEMENT

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THE CITY OF DES MOINES

Grant No. G1400145

Washington State Department of Ecology
 Grant No. G1400145
 City of Des Moines
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This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as the "DEPARTMENT" or as "ECOLOGY", and the City Des Moines, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION: City of Des Moines
MAILING ADDRESS: 21630 11th Avenue South, Suite D
CITY, STATE, ZIP: Des Moines, WA 98198

RECIPIENT GRANT COORDINATOR: Laura Techico
TELEPHONE: 206-870-6595
E-MAIL: ltechico@desmoineswa.gov

RECIPIENT BILLING/INVOICE COORDINATOR: Paul Devine
TELEPHONE: 206-938-8900
E-MAIL: pauldevine@msn.com

ECOLOGY FINANCIAL/PROJECT MANAGER: Taisa Welhasch
TELEPHONE: 425-649-7266
E-MAIL: taisa.welhasch@ecy.wa.gov

FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$71,842.67
STATE GRANT SHARE	\$53,882
LOCAL SHARE	\$17,960.67
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-6016496

EFFECTIVE DATE OF THE AGREEMENT: 07-01-2013
EXPIRATION DATE OF THE AGREEMENT: 06-30-2015

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 City of Des Moines
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PART 1: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. The RECIPIENT must complete all deliverables by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in the scope of work or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse and "element" as used on payment request forms.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that ECOLOGY can reimburse at a rate of 75 percent under this grant.

RECIPIENT shall identify the work plan and activities by "Quarter." A quarter is defined by calendar year and begins with the first three months of the grant period. The RECIPIENT may negotiate changes to the work plan with the ECOLOGY grant officer. ECOLOGY shall document mutually agreed changes to the plan in writing.

The RECIPIENT is permitted to submit payment requests and progress reports to ECOLOGY coinciding with the Work Plan (instead of quarterly), but no more often than once per month.

Expenses relating to the collection and recycling of mercury containing lights shall be eligible for CPG reimbursement until such time that the Mercury Light Recycling program is fully implemented or the grant agreement expires, whichever is the earliest date.

CATEGORY: Waste Reduction and Recycling

1. **TASK TITLE:** Recycling Collection Events – Residential
Task Coordinator –Paul Devine, 206-938-8262, pauldevine@msn.com

Maximum Eligible Task Cost: \$71,842.67

Task Description: The RECIPIENT, in conjunction with a consultant, will continue to host four recycling collection events for City residents. The events will provide residents with the opportunity to divert hard-to-recycle items from the waste stream by collecting them for recycling in a convenient City location. Materials residents can bring to the event for reuse and/or recycling include used tires, used anti-freeze, used petroleum-based products, used oil filters, used motor oil, bulky yard waste (large material only), scrap wood, appliances, ferrous metals, nonferrous metals, electronic equipment, mattresses, computer equipment/TV sets, cellular phones, porcelain toilets and sinks, styrofoam, paper shredding, propane tanks, and other materials whenever practical. The RECIPIENT may charge user fees for some items or may drop user fees to increase the volume of material collected. The event will also serve as an opportunity to distribute educational materials on how to reduce waste and recycle using City sponsored or private sector recycling programs.

Participants may pay some or all of the fees associated with handling, hauling or recycling various materials. The RECIPIENT will credit the grant for any revenue received from the collection of fees or commodity sales on items the grant is supporting.

Costs for disposal of non-recyclable components are not eligible unless they are a direct and unavoidable byproduct of a recycling activity (e.g. emptied jugs used for waste motor oil or antifreeze).

Goal Statement: The goal of this task is to decrease the amount of organic waste, moderate risk waste (MRW), and other hard-to-recycle items being landfilled or illegally dumped by holding collection events in a convenient City location for residents.

Outcome Statement: Over the two-year grant period, the RECIPIENT expects to recycle between 140-160 tons of material from the residential waste stream and serve 1,000-1,200 households.

Estimated outcomes produced with available budget:

MRW Diversion: 10-15 tons

Recycling/Reuse: 135-150 tons

Organics Diversion: 8-12

Residential Contacts: 32,500

Residential Participants: 1,100-1,300

Work Plan, Deliverables and Timeline:

<u>GRANT- YEAR 1</u>		<u>GRANT- YEAR 2</u>	
Oct- Dec	Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement	Oct- Dec	Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement
Jan-Mar	Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement	Jan-Mar	Arrange date and site for event. Arrange event vendors. Develop event publicity, print, sort, and mail event flyer. Hold recycling collection event. Recycle materials collected. Prepare project progress report and payment request for grant reimbursement

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Method of Evaluation: The RECIPIENT will track the number of events held, the type and quantity of materials collected and the number of participants.

PART 2: BUDGET

Budget Information by CATEGORY/TASK	Maximum Eligible Cost	State Grant Share
CATEGORY: Waste Reduction and Recycling	\$71,842.67	\$ 53,882
1. Recycling Collection Events – Residential	\$71,842.67	\$ 53,882

TOTAL GRANT BUDGET	
TOTAL MAXIMUM ELIGIBLE COST	\$ 71,842.67
STATE GRANT SHARE (75%)	\$ 53,882
LOCAL CASH MATCH (25%)	\$ 17,960.67
INTERLOCAL COSTS (0 %)	\$ - 0 -

PART 3: BUDGET CONDITIONS

- A. ECOLOGY requires the RECIPIENT to provide a match of 25 percent of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions the RECIPIENT may use as match.
- B. If parties are contributing to the local share of task costs (match) through interlocal-in kind contributions, the RECIPIENT shall negotiate a memorandum of understanding or other written agreement confirming the contribution between the parties. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of the RECIPIENT'S grant file and submitted to ECOLOGY.
- C. Overhead is eligible at a rate up to 25 percent of staff salaries and benefits for actual time spent on tasks outlined in this agreement. Salaries and benefits to administer the grant agreement are eligible (excluding time spent to write a CPG grant application).
- D. RECIPIENT must submit a written request to ECOLOGY to amend budgets between grant tasks, to modify a scope of work, or for a budget increase or decrease. To increase or decrease the agreement's total maximum eligible cost or change the scope of work for any tasks as outlined in this grant agreement, ECOLOGY requires a formal amendment.

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- E. RECIPIENT must provide ECOLOGY with an updated Spending Plan when requested by ECOLOGY.
- F. Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement will be at the sole expense of the RECIPIENT.

PART 4: SPECIAL TERMS AND CONDITIONS

A. BILLING

1. Unless otherwise approved in writing by ECOLOGY, the RECIPIENT shall submit a payment request to ECOLOGY at least quarterly (by calendar year), but no more often than once per month.
2. RECIPIENT must submit payment requests on approved State Invoice Voucher forms: A19-1A, B1/B2, C1/C2. Until there is a change in agency policy, the recipient must submit an A-19-1A with an original signature in blue ink, signed by an authorized person. The B2 and C2 forms are acceptable in electronic format. The RECIPIENT must also include all backup documentation to support costs itemized on Form C1/C2. The budget is organized by task and therefore, the RECIPIENT shall itemize costs by task on Form C1/C2 and Form B1/B2. Forms B1 and C1 are used only when interlocal costs are used towards the 25% match.
3. Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as defined by ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18.
4. RECIPIENT shall submit supporting documents with each payment request. This includes copies of invoices, purchase receipts, payroll records, time and attendance records, grant award documents, and any document deemed relevant by ECOLOGY to establish the approval of an expense listed on Form C1/C2. Documentation shall be clear and legible and organized by task in the order in which it is itemized on Form C1/C2.
5. RECIPIENT shall maintain grant related material and supporting documents including invoice vouchers sent to ECOLOGY in a common file. The RECIPIENT shall keep all supporting documents for audit purposes for at least three years from the date the agreement is closed by ECOLOGY.

B. REPORTING

1. Progress reports and Final Performance Analyses must be submitted through the web-based database, the Solid Waste Information Clearinghouse. The RECIPIENT must submit a progress report with each payment request. If a quarterly payment request is not submitted, the RECIPIENT is still required to submit a progress report for that quarter. These reports shall include information that supports incurred costs identified on the corresponding C1 or C2 of the payment request, and provide a brief update in support of the outcomes and or method of evaluation in the grant agreement.

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- a) A Final Performance Analysis (FPA) report must be submitted for each task in a *Planning and Implementation* grant before ECOLOGY can process a final payment request.

C. COMPENSATION

Payment to RECIPIENT will be issued through Washington State's Department of Enterprise Services (DES). DES maintains a central vendor file for Washington state agency use to process vendor payments. This allows vendors to receive payments from all participating state agencies. RECIPIENTS must register as a state-wide vendor (SWV) by submitting a state-wide vendor registration form and an IRS W-9 form http://www.ofm.wa.gov/isd/vendors/payee_registration.doc to DES. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 664-7779 or email to payeehelpdesk@ofm.wa.gov.

D. TRAINING

RECIPIENT is expected to participate in any ECOLOGY recommended trainings related to managing a CPG agreement when feasible unless exempted by ECOLOGY in writing.

E. PROCUREMENT AND CONTRACTS

1. RECIPIENT must follow local procurement procedures or current state procurement procedures, whichever is stricter. A RECIPIENT with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation" found in Part V of the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18.
2. Upon issuance, the RECIPIENT may submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY'S grant officer to be placed in the file.
3. Prior to contract execution, the RECIPIENT may submit all draft documents and a copy of the draft proposed contract to ECOLOGY'S grant officer for review. The RECIPIENT assumes any risks associated with the failure to consult with the regional grant officer. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to ECOLOGY's assigned grant officer to be placed in the file.
4. Unless a specific purchase of equipment or real property is already written into a task's scope of work, the RECIPIENT must submit a written request to ECOLOGY to purchase any equipment or real property (Property) with a single unit purchase price of \$5,000 or more. The request must include the justification for the purchase of the property, the total cost, the intended use, and the anticipated useful life of the property. The request must be approved in writing by ECOLOGY prior to the purchase.

F. USE OF EXISTING CONTRACTS

RECIPIENT may use existing contracts that conform to local adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if intending to use contracts entered into prior to the execution of the grant agreement for performance of grant-funded activities. The RECIPIENT shall submit a copy of the contract to its assigned ECOLOGY grant officer to be placed in the file. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

G. PROPERTY AND EQUIPMENT MANAGEMENT AND DISPOSITION

For equipment or property purchased with a cost of at least \$5,000 per unit or functional system, the RECIPIENT must utilize an inventory control system, including physical inventory to document the ongoing use, a description of the item (including serial or vehicle identification number (VIN when possible) and location. The information shall be submitted to ECOLOGY upon request until final disposition is made. The RECIPIENT shall investigate, document, and report to ECOLOGY any loss, theft or damage upon discovery of such conditions. The RECIPIENT will follow manufacturer recommended maintenance procedures to keep the property in good operating condition.

RECIPIENT shall submit a written request to the ECOLOGY for any intent to change the use of the equipment as outlined in this grant agreement, including uses past the expiration date of this agreement. Disposition of the equipment shall be determined by ECOLOGY and documented in writing. A copy of the determination will be provided to the RECIPIENT upon ECOLOGY's closure of the grant agreement unless already identified in the task's scope of work.

- If the equipment is necessary for the continued operation of the project or other projects administered through ECOLOGY, the grant officer may instruct the recipient to retain the equipment with no further compensation to ECOLOGY.
- If the project has no further significant use for the equipment, the grant officer may instruct the recipient to retain or sell the equipment and pay ECOLOGY an amount equal to ECOLOGY's share of the current fair market value, sale proceeds or other price agreed upon by the grant officer.
- The grant officer may instruct the recipient to transfer title to ECOLOGY or to a third party named by ECOLOGY who is eligible under existing statutes.

H. ALL WRITINGS CONTAINED HEREIN

This agreement, including the appended "General Terms and Conditions," current cycle Program Guidelines – Coordinated Prevention Grants found at <https://fortress.wa.gov/ecy/publications/summarypages/1107008.html>, and ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18, contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement.

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to the archeological or cultural resources. RECIPIENT shall immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).

In a joint effort to save costs, produce energy savings and prevent waste, the RECIPIENT agrees to use both sides of paper sheets for copying and printing when feasible. The RECIPIENT also agrees to purchase paper products with a high level of post consumer recycled content when they are comparable in quality, available, and cost effective.

CITY OF DES MOINES

Printed Name and Title of Signatory

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APPENDIX A

PART 5: GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements of the Department of Ecology, SS-010 Rev. 04/04

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT

shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5 herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys,

drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. **Failure to Commence Work.** In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. **Copyrights and Patents.** When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. **Publications.** When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. **Tangible Property Rights.** The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. **Personal Property Furnished by the DEPARTMENT.** When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. **Acquisition Projects.** The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. **Conversions.** Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see www.ecy.wa.gov/sustainability.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this

agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

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U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

Public Health

Seattle & King County



King County Contract #
Federal Taxpayer ID #
Federal Sub-recipient -

EHS3364
91-6016496
No

This form is available in alternate formats for people with disabilities upon request.

2014 COMMUNITY SERVICES CONTRACT WITH OTHER GOVERNMENT, INSTITUTION, OR JURISDICTION

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Des Moines (the "Contractor"), whose address is 21630 11th Ave. S, Suite "D", Des Moines, Washington, 98198. The County department overseeing the work to be performed in this Contract is the Seattle-King County Department of Public Health (aka, Public Health - Seattle & King County, "PHSKC").

Contract Summary

PHSKC Division: Environmental Health

Project Title: Local Hazardous Waste Management Program

Contract Amount: Eleven Thousand Seven Hundred Thirty Dollars and Thirty Cents

Contract Start Date: 01/01/2014

Contract End Date: 12/31/2014

Fund Source Information

FEDERAL: \$ 0

COUNTY: \$ 11,730.30

STATE: \$ 0

OTHER: \$ 0

Specific Funding Details (Award number, CFDA #, Amounts, Effective Dates)

1) Local Hazardous Waste Management program funding

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract, and as authorized by the 2014 Annual Budget.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

I Incorporation of Exhibits

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

Program Exhibits and Requirements

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Invoice
- Exhibit D: Contractor's Certificate of Insurance and Additional Insured Endorsement

II Term and Termination

- A This Contract shall commence on 1/1/2014 8:00:00 AM, and shall terminate on 12/31/2014 8:00:00 AM, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B This Contract may be terminated by the County or the Contractor without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30)

days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the suspension.

- C The County may terminate or suspend this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- D If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

If the Contract is suspended as provided in this Section the County may provide written authorization to resume activities.

- E Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III **Compensation and Method of Payment**

- A The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit which complies with the attached Budget Exhibit.
- B The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Contractor not more than 30 days after a complete and accurate invoice is received.
- C The Contractor shall submit its final invoice and all outstanding reports within 90 days of the date this Contract terminates. If the Contractor's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.
- D When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The Contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract

budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

- E If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
- 1 The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2 Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3 Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
 - 4 Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of federal grant must be in accordance with the Fly America Act.

IV Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted government accounting standards (GAGAS).

V Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency.

VI Maintenance of Records/Evaluations and Inspections

- A The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:
- 1 Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 - 2 Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the

County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

- C Except as provided in Section VII of this Contract, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- E The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII **Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

VIII **Audits**

- A If the Contractor is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit conducted by the Washington State Auditor has been completed.
- B Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

IX **Corrective Action**

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A The County will notify the Contractor in writing of the nature of the breach;
The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be

insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section II.C.;

- D In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II. Subsections B, C, D, and E.

X **Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

XI **Hold Harmless and Indemnification**

- A In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees, subcontractors and/or others by reason of this Contract. The Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

- B The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.
- C The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D The County shall defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Contract. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder,

constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- F Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- G The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

XII Insurance Requirements

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; contractors shall read and provide required insurance documentation prior to the signing of this Agreement.

XIII Assignment/Subcontracting

- A The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.
- B "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.
- C The Contractor shall include Sections III.D., III.E., IV, V, VI, VII, XI, XII, XIII, XIV, XV, XVI, and XVII, XXIV, XXV, XXVI, XXVII, and the Funder's Special Terms and Conditions, if attached, in every subcontract that relates to the subject matter of this Contract.
- D The Contractor agrees to include the following language verbatim in every subcontract, for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV Nondiscrimination and Equal Employment Opportunity

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants

and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; contractors shall read and certify compliance.

XV Conflict of Interest

- A The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract; and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.
- C The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI Equipment Purchase, Maintenance, and Ownership

- A The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

XVII Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XVIII Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XIX King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Contractor shall use recycled paper and both sides of sheet of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

XX Future Support

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XXI Entire Contract/Waiver of Default

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXII Contract Amendments

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIII Notices

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIV Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXV Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

XXVI No Third Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

XXVII Contractor Certification

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the PHSKC website (<http://www.kingcounty.gov/health/contracts>), and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

CONTRACTOR

FOR

King County Executive

Signature

Date

Name (Please type or print)

Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

EXHIBIT A SCOPE OF WORK

CITY OF DES MOINES 1/1/2014-12/31/2014

Background

The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997 and 2010, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

The purpose of this Exhibit is to define the relationship associated with the Program’s funding of City activities performed under the auspices of the Plan and as approved by the Program’s Management Coordination Committee (hereinafter referred to as the “MCC”). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Des Moines will organize two citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

The City

1. The City shall develop and submit project proposals and budget requests to the Program’s Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Fund Manager:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Fund Manager for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City’s finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.

3. The City shall notify the Fund Manager no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Laura Techico at the City of Des Moines, 21630 11th Ave. S, Suite "D", Des Moines, at (206) 870-6595, (ltechico@desmoineswa.gov) or her designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator or Fund Manager should be referred to the LHWMP Program Director for resolution.

Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within ten (10) working days of receiving a request for reimbursement from the City, the Fund Manager shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Fund Manager will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Fund Manager retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

Program Contacts

Lynda Ransley
LHWMP Program Director
150 Nickerson Street, Suite 204

Madelaine Yun
LHWMP Fund Manager
150 Nickerson Street, Suite 204

Seattle, WA 98109
206-352-8163
lynda.ransley@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

Seattle, WA 98109
206-352-7128
madelaine.yun@kingcounty.gov

EXHIBIT B**2014 BUDGET****LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

City of Des Moines
 21630 11th Ave S, Suite "D"
 Des Moines, WA 98198

Component Description	Budget
Household Hazardous Waste Education	
Household Hazardous Waste Collection	\$11,730.30
TOTAL	\$11,730.30

EXHIBIT C**2014 INVOICE****LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

From: City of Des Moines
 21630 11th Ave S, Suite "D"
 Des Moines, WA 98198

To: Madelaine Yun, Fund Manager
 Local Hazardous Waste Management Program in King County
 Public Health, Seattle & King County
 150 Nickerson St., Suite 204
 Seattle, WA 98109

Contract #EHS3364

Period of time: _____, 2014 to _____, 2014.

In performance of a signed Contract between King County and the City of Des Moines, I hereby certify that the following expenses were incurred during the above-mentioned period of time.

 Signature

 Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
HHW Education				
HHW Collection	\$11,730.30			
TOTAL	\$11,730.30			

For Health Department Use Only

FOR HEALTH DEPARTMENT USE ONLY			
Oracle Purchase Order #	Invoice Date	Invoice #	Amount to be paid
Oracle Requisition #	Oracle Receipt #	Oracle CPA #	

Local Hazardous Waste Management Program Approval:

 Madelaine Yun

IHW-NR-0100

 Date



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

31-Dec-12

Cert#: 8104

Public Health - Seattle & King County
Attn: Paul Shallow, LHWMP Contract Administrator
401 Fifth Ave., Ste. 1100
Seattle, WA 98104

RE: City of Des Moines
2013 Local Hazardous Waste Management Program EHS2846
EHS3364



Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 150 public entities in the State of Washington.

WCIA has at least \$1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric B. Larson".

Eric B. Larson
Deputy Director

cc: Anthony Piasecki
Laura Techico

cletter

CONTRACT #5637571

INTERAGENCY AGREEMENT FOR 2014**Between****KING COUNTY and the CITY OF DES MOINES**

This one-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Des Moines, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

PREAMBLE

King County and the City of Des Moines adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B. Grant funding for this program is subject to the yearly budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Des Moines by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2014 shall not exceed \$21,037.
2. This Agreement provides for distribution of 2014 grant funds to the City. However, 2014 funds are not available until January 1, 2014, and 2014 funding is contingent upon King County Council approval of the 2014 King County budget. The County shall notify the City in writing of the funding status.
3. During this one-year grant program, the City will submit a minimum of one, but no more than four, progress reports to the County in a form approved by the County. Reports must be signed by a City official. These reports will include:
 - a. a description of each activity accomplished pertaining to the scope of work; and
 - b. reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the City's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of four (4) progress reports and requests for reimbursement during the one-year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2015.

If the City chooses to submit the minimum of one progress report and request for reimbursement during the one-year grant program, it shall be due to the County by March 31, 2015.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of January 2015, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2015.

5. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
6. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
8. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
9. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
10. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.
11. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2017.

12. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
13. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
14. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
15. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
16. The City understands that funding for recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process.
17. This project shall be administered by Laura Techico, Senior Planner; 21630 11th Ave S, Suite "D"; Des Moines, WA 98198; Tel - (206) 870-6595; Fax - (206) 870-6544; Email - ltechico@desmoineswa.gov, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's yearly budget approval process. Provided that the funds are allocated through the King County Council's yearly budget approval process, grant funding to the City will include a base allocation of \$5,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.

2. The City of Des Moines's budgeted grant funds for 2014 are \$21,037. Unspent 2014 funds will not carry over to 2015.
3. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
4. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Des Moines" and/or "text provided courtesy of the City of Des Moines."
5. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
6. The waste reduction and recycling grant program shall be administered by Morgan John, Project Manager of the King County Solid Waste Division.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2014 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2014 and shall terminate on June 30, 2015. The City shall not incur any new charges after December 31, 2014. However, if execution by either Party does not occur until after January 1, 2014, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2014 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II. A of the Agreement.

IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written request by the City and written approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee,
King County Solid Waste Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

If to the City:

Laura Techico, Senior Planner
City of Des Moines
21630 11th Ave S, Suite "D"
Des Moines, WA 98198

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

City

(Title)

Date

King County

BY _____

Pat D. McLaughlin, Director
Solid Waste Division

For Dow Constantine, King County Executive

Date

Exhibit A
King County Waste Reduction and Recycling Grant Program
City of Des Moines
2014 Scope of Work

A. Basic Information

1. City of Des Moines

2. Grant project manager: Laura Techico
Land Use Planner
City of Des Moines
21630 11th Ave S, Suite D
Des Moines, WA 98198
Tel - (206) 870-6595
Fax - (206) 870-6544
Email - ltechico@desmoineswa.gov

3. Consultant name: Paul Devine
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 938-8262
FAX - (206) 938-9873
Email – pauldevine@msn.com

4. 2014 Budget: \$21,037.00

B. Scope of Work

1. Task One: Recycling Collection Events

A. Schedule - Spring and Fall, 2014

B. Task Activities

- Total Number of Recycling Collection Events – Two
- Materials to be collected:
 - Appliances
 - Refrigerators and Freezers+
 - Ferrous Metals
 - Non-ferrous Metals
 - Mattresses
 - Styrofoam
 - Tires+

- Lead Acid Batteries
 - Household Batteries
 - Porcelain Toilets and Sinks+
 - Propane Tanks+
 - Mattresses+
 - Cardboard
 - Reusable Household Goods
 - Textiles
 - Used Motor Oil
 - Used Motor Oil Filters
 - Used Antifreeze
 - Used Petroleum Based Products
 - Bulky Yard Debris
 - Clean Scrap Wood
 - Concrete, Asphalt, Rock, and Brick (CRAB)
 - Electronic Equipment
 - +User fees may apply
- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
 - Event promotional methods
 - This event will be coordinated with King County and flyers will be sent to Des Moines households.
 - By distributing a promotional flyer through direct mailings.
 - By notices in City newsletters (whenever possible).
 - By posting a notice at City Hall and on the City cable channel and City web site (if available).
 - By publicizing the event through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2014 volumes and vehicles with prior year's events

D) Task Budget: \$6,441.00

Estimated Costs	2014	2014	2014	TOTAL
	WRR	LHWMP	CPG	
City Staff Costs	\$900.00	\$1,173.03	\$2,694.00	\$4,767.03
Management/Staffing/Admin/Graphics	\$2,041.00	\$4,731.86	\$8,563.75	\$15,336.61
Event Staff Costs	\$0.00	\$0.00	\$5,738.00	\$5,738.00
Collection/Hauling Costs				
Wood Waste	\$500.00	\$0.00	\$800.00	\$1,300.00
Scrap Metal, Appliances, etc.	\$600.00	\$0.00	\$2,000.00	\$2,600.00
Tires	\$900.00	\$0.00	\$0.00	\$900.00
Used Oil/Antifreeze	\$0.00	\$2,500.00	\$800.00	\$3,300.00
Batteries	\$0.00	\$850.00	\$0.00	\$850.00
CRAB	\$500.00	\$0.00	\$500.00	\$1,000.00
Styrofoam	\$300.00	\$0.00	\$400.00	\$700.00
Printing/Mailing	\$0.00	\$1,400.00	\$3,500.00	\$4,900.00
Event Supplies	\$350.00	\$525.41	\$945.25	\$1,820.66
Other Expenses - rentals, etc	\$350.00	\$550.00	\$1,000.00	\$1,900.00
TOTALS	\$6,441.00	\$11,730.30	\$26,941.00	\$45,112.30

NOTE: Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows: project manager - \$70.00 and event staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 8,200 promotional flyers to Des Moines single family households per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 70-80 tons of material from the local waste stream each year.

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The event will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology will pay for event expenses as well.

F) Task Impact Objectives:

By hosting Recycling Collection Events, Des Moines can reduce the amount of recyclable material finding their way to the local landfill. The Cities of Des Moines has a population of approximately 29,700. The City expects, based on past events, that 500-700 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 70-80 tons of material diverted from the local waste stream for recycling each year.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials.

2. Task Two: Business Recycling Events

A) Task Schedule: Summer, 2014

B) Task Activities:

- Total Number of Business Recycling Events – One
- Task Description - The City will implement a Business Recycling Event. The event will be held on a summer weekday at a central location in Des Moines or Normandy Park. The City will work with the City of Normandy Park businesses to participate in the event. Des Moines costs will be invoiced to the City of Des Moines.
- Materials to be collected:
 - Clean Scrap Wood/Pallets
 - Electronic/Computer Equipment
 - Computer Monitors+
 - TV Sets+
 - Refrigerators and Freezers+
 - Office Recyclables/Cardboard
 - Toner Cartridges
 - Cellular phones
 - Plastics
 - Other materials if feasible

+User fees apply
- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
- Event promotional methods
 - By distributing a promotional flyer through direct mailings.
 - By notices in City/community newsletters/and local newspapers (whenever possible).
 - By posting a notice at City Hall and on the City cable channel and web site (if available).

By publicizing the event through the King County Solid Waste Division Promotional Activities.

- Task evaluation. Event reports will include:
 - Number of vehicles attending
 - Volume of each material collected
 - Event cost by budget category
 - Event comments
 - Graphic or tabular comparison of 2014 volumes and vehicles with prior year's events

C) Task Budget: \$4,655.00

ESTIMATED COSTS	2014 Cost	2014 Total
Staff Cost	\$465.50	\$465.50
Administration and Supplies	\$100.00	\$100.00
Consultant and Contractor Services	\$3,439.50	\$3,439.50
Flyer - Printing and Distribution Costs	\$650.00	\$650.00
Total	\$4,655.00	\$4,655.00

NOTE: Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows: project manager - \$70.00 and event staff - \$55.00.

E) Task Performance Objectives:

The City plans to send out approximately 1,000 promotional flyers to Des Moines businesses per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 2-5 tons of material from the Des Moines businesses waste stream over a two-year period. The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling.

F) Task Impact Objectives:

By hosting Business Collection Events, Des Moines can reduce the amount of recyclable material finding their way to the local landfill. The City of Des Moines has an employee population of approximately 5,700. The City expects that 75-85 businesses will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 2-5 tons of material diverted from the local waste stream for recycling.

In addition to diverting materials from the City waste stream, attracting business to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of business and improve behavior in purchase, handling, and disposal of recyclable materials.

3. Task Three: Purchase Products Made From Recycled Materials

A) Task Schedule: 2014

B) Task Activities:

In order to support the recycling industry and close the recycling loop, the City would like to purchase products made from recycled materials. Doing so will support recycling collection programs and help ensure the success of the recycling industry. The City will support recycling programs by purchasing items such as recycle content rain barrels/compost bins for distribution and recycled benches for City parks and open space areas. The rain barrels weight approximately 40-50 pounds each and divert roughly twice that amount of plastic material from the waste stream when produced. Recycle content benches weigh approximately 600-800 pounds and divert roughly twice that amount of plastic material from the waste stream when produced. The City may install the recycled content benches in highly visible areas with a notice that the benches are made from recycled content. The City would promote these locations in newsletters and parks brochure as most of these will be installed in heavy recreational use areas. The City will promote rain barrel/compost bin distribution to City residents and distribute the rain barrels/compost bins at City Recycling Collection Events.

C) Task Budget: \$9,941.00

Recycled Product Purchase	2014 Cost	2014 Total
Staff Cost	\$994.10	\$994.10
Purchase Recycled Products	\$8,946.90	\$8,946.90
TOTAL	\$9,941.00	\$9,941.00

D) Task Performance and Impact Objectives:

The goal of this program is to help ensure the success of the recycling industry by adding to the demand for products made from recycled materials. By purchasing products made from recycled content, the City will divert recyclable material from the waste stream. The City may distribute rain barrels to City residents and install the recycle content benches in highly visible areas and that will help promote recycled products.

**AGREEMENT BETWEEN THE CITY OF DES MOINES
AND OLYMPIC ENVIRONMENTAL RESOURCES FOR THE
2014-2015 DES MOINES RECYCLING PROGRAM**

THIS AGREEMENT, entered into as of this ____ day of _____, 2014, is by and between the CITY OF DES MOINES, a Washington municipal corporation, hereinafter referred to as the "City", and OLYMPIC ENVIRONMENTAL RESOURCES, hereinafter referred to as the "Contractor".

In consideration of the covenants and conditions set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to retain the Contractor to provide professional services for the 2014-2015 Recycling Program for the residents/businesses of the City as set forth below.

2. Scope of Work. Contractor agrees to furnish all materials, labor and other incidentals and to perform all services and work as described in this Agreement and the Contract Documents, which consist of this Agreement and the following Attachment A, which is by this reference incorporated herein:

Exhibit A: Scope of Work – 2014/13 Recycling Collection Events and Purchase of Products made from Recycled Materials

The following provisions modify and/or supersede any contrary language found in Attachment A, which shall remain in full force and effect except as expressly modified below:

- The City may call upon the Contractor for additional services that will be negotiated at that time; and,
- The Contractor will ensure compliance with applicable State Prevailing Wage Rates, which are set by the Washington Department of Labor and Industries.

3. Project Schedule. Contractor agrees to hold the Residential Recycling Collection Events in the south parking area of the Des Moines Marina or another suitable location during March and October/November 2014 and 2015 and the Business Collection and Recycling Events at the Washington Criminal Justice Training Center in Burien in July or August of 2014 and 2015. In addition, the contractor shall provide assistance as needed as the City purchases products made from recycled materials.

4. Payment. As full and adequate consideration for all work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work, the Contractor shall be paid a maximum amount of \$123,799.30 (One hundred, twenty-three thousand, seven hundred, ninety-nine dollars, and thirty cents) including tax, pending receipt of additional 2015 Local Hazardous Waste Management Plan, King County Waste Reduction and Recycling, and WA State Department of Ecology grant funds. This amount will be reduced by any billing from the City for staff oversight of the Recycling

Program or if City staff is involved in purchasing recycled content products directly. At the completion of any task described in the Scope of Work, the Contractor will submit an invoice to the City's designated representative. The invoice must include documentation of all work performed, vendor's billings, and receipts of purchase. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

5. City Administrative Costs. The Contractor agrees to reduce the total contract amount by up ten percent to account for City staff involvement in overseeing recycling activities and programs. However, this reduction will not apply to the task of purchasing recycled content products unless City staff is directly involved in placing an order.

6. Insurance. By the date of execution of this Contract, the Contractor and its Subcontractors, if authorized, shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representative, employees, and/or subcontractors. The Contractor or subcontractor shall pay the cost of such insurance. By requiring such minimum insurance, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintains greater limits and/or broader coverage. Coverage should also include Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal Law. Any deductibles or self-insured retention must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the City and shall be the sole responsibility of the Contractor.

The Contractor and its Subcontractors shall secure and maintain in force throughout the duration of this Agreement, insurance coverage sufficient to satisfy the following minimums:

Comprehensive Commercial General Liability:

\$1,000,000 combined single limit per occurrence.
\$2,000,000 aggregate.

The Contractor's Subcontractors shall secure and maintain in force throughout the duration of this Agreement, insurance coverage sufficient to satisfy the following minimums:

Commercial Automobile Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

The Contractor's Subcontractor(s) that accept batteries and petroleum-based products shall name the City of Des Moines and its officials, officers, agents, and employees as an additional named insured and shall provide a certificate of insurance and policy endorsements to the City. The

Contractor's Subcontractor(s) are required to carry the following insurance coverage sufficient to satisfy the following minimums:

Pollution Legal Liability Insurance:

\$1,000,000 per occurrence.

\$2,000,000 aggregate.

The Contractor's general liability policies shall name the City of Des Moines and its officials, officers, agents and employees as an additional named insured. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete certified copies of all required insurance policies at any time. A thirty (30) days advance written notice to the City is required in the event the insurer for the Contractor or the insurer for any subcontractor to the Contractor cancels or modifies the policy. Certificates of coverage, as set forth in this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.

7. Performance Standards. Contractor's services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance, and consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. Modification. No change, alteration, modification, or addition to this Agreement will be effective unless it is in writing and properly signed by both parties.

9. Independent Contractor Status. The Contractor is considered an independent Contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent Contractor and shall never represent or construe its status to be that of an agent or employee of the City, nor shall the Contractor be eligible for any employee benefits.

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.

The Contractor shall provide, at its sole expense, all materials, manpower, equipment and utility services, and other necessities to perform fully and timely its duties and services under this Agreement, unless otherwise specified in writing.

The Contractor, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Contractor shall maintain all necessary insurance as

specified in Section 6 to protect Contractor from losses and claims which may arise out of or result from performance of duties related to this Agreement, including Worker's Compensation and general liability, and others as may be required in writing.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall assist the City in complying with all conditions concerning grants and other federal assistance under the laws of the City of Des Moines, King County, the State of Washington, and the United States of America. Contractor shall obtain a business license under Des Moines Municipal Code § 5.04.020 and shall pay business and occupation taxes as required by Des Moines Municipal Code § 3.84.060.

10. Business Licenses. The Contractor shall obtain, at its own expense, all permits and licenses required by the City or any other governmental authority and maintain the same in full force and effect during the terms of this Agreement.

13. Assignment. The Contractor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due it hereunder, in whole or in part, except as authorized in writing by the City.

12. Indemnification. The Contractor and its Subcontractors shall defend, indemnify and hold the City, King County, City of Seattle or the State of Washington (when any funds for this Contract are provided by King County, City of Seattle or the State of Washington) its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Contractor shall protect, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Amendments and Termination. Amendments to this agreement must be in writing and be signed by authorized representatives of each party hereto. Either party may terminate this agreement with thirty (30) days' written notice provided to the individuals set forth in Section 21 below. Upon receipt of the notice of termination, no additional services shall be performed beyond the fifth day following the notice unless the parties agree in writing to a later stop work

date. The City shall only be responsible for the payment of services as provided under the terms of this Contract.

14. Alternative Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this agreement, including any question regarding breach, termination or invalidity thereof, shall be resolved by arbitration in Seattle, Washington in accordance with the American Arbitration Association, or Judicial Dispute Resolution which rules are deemed to be incorporated by reference into this clause. The maximum number of arbitrators shall be three in any claim, suit, action or other proceeding relating in any way to this agreement or any claims arising out of this agreement, except as otherwise ordered. All arbitration fees shall be borne equally by the parties and the parties shall pay their own attorneys' fees and costs.

15. Applicable Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method is arbitration as set forth above, in the event any claim, dispute or action arising from or relating to this agreement 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. The prevailing party in any such action before the courts shall be entitled to recover its costs of suit and reasonable attorneys' fees.

16 Unenforceable Clauses: If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

17. Severability. Should any term, provision, condition or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of this Agreement still fulfills its purposes, the balance of this Agreement or its application or other circumstances shall not be affected thereby and shall continue in full force and effect.

18. Waiver. The waiver by either party of any breach of any terms, conditions, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

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

20. Time of Essence. The Contractor acknowledges the importance to the City of the City's project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule as attached hereto. The City understands, however, that the Contractor's performance must be governed by sound professional practices.

21. Notices. Any Notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and deposited into any post office as first-class, postage prepaid, certified mail, return receipt requested, and addressed to:

City of Des Moines:

Technical Matters

Laura Techico, Senior Planner
21630 13th Ave. S., Suite D
Des Moines, WA 98198
Phone: 206-870-6595
Fax: 206-870-6540
Email: ltechico@desmoineswa.gov

Company:

Contractual Matters

Paul Devine
4715 SW Walker St
Seattle, WA 98116
Phone: 206-938-8262
Fax: 206-938-9873
Email: pauldevine@msn.com

Technical Matters

Paul Devine, same

22. Concurrent Originals. This Agreement may be signed in counterpart originals.

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

24. Entire Agreement: This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF DES MOINES

CONTRACTOR

By _____
Anthony A. Piasecki
City Manager
City of Des Moines

By _____
Paul M. Devine
General Manager
Olympic Environmental Resources

Dated _____

Dated _____

APPROVED AS TO FORM:

Pat Bosmans
City Attorney

Dated _____

Attachment A

Des Moines-OER 2014-15 Contract

TASK ONE – Residential Recycling Collection Events

In 2014 and 2015, Olympic Environmental Resources (OER) will implement one spring and one fall Residential Recycling Collection Event. A total of four events will be implemented. Event hours will be 9:00 a.m. to 3:00 p.m. The parking lot at the Des Moines Marina or other suitable location will be the site of the events. Materials collected at the events will be bulky wood; CFC appliances*; ferrous and non-ferrous metals*; reusable clothing; reusable household goods; tires*; petroleum-based products and oil filters; antifreeze; lead acid batteries; porcelain toilets and sinks*; concrete, asphalt, rock, and brick; cardboard; Styrofoam; mattresses*; propane tanks*; cellular phones; electronic and computer equipment*; and TV sets*. Computer monitors and TV sets will be collected at the direction of the City.

Schedule – 2014 and 2015 – Spring Event – March, April, or May; Fall Event – October, November.

Personnel/Subcontractors – Olympic Environmental Resources staff, A-Plus Removal and Recycle, American Petroleum Environmental Services, Inc., All Battery Sales and Service, Tire Disposal and Recycling, Northwest Center, Seattle Goodwill, Waste Management, Styro Recycle, Correctional Industries, Total Reclaim, Inc., Ecolights Northwest, as well as flyer production and supply and rental vendors.

Cost: \$80,690.54 (with estimated 2 year DOE CPG and KC Health Department funding)

Estimated Costs	2014	2015	TOTAL
Management/Staffing/Admin/Graphics	\$15,336.61	\$15,336.61	\$30,673.22
Event Staff Costs	\$5,738.00	\$5,738.00	\$11,476.00
Collection/Hauling Costs			
Wood Waste	\$1,300.00	\$1,300.00	\$2,600.00
Scrap Metal, Appliances, etc.	\$2,600.00	\$2,600.00	\$5,200.00
Concrete	\$1,000.00	\$1,000.00	\$2,000.00
Tires	\$900.00	\$900.00	\$1,800.00
Used Oil/Antifreeze	\$3,300.00	\$3,300.00	\$6,600.00
Batteries	\$850.00	\$850.00	\$1,700.00
Styrofoam	\$700.00	\$700.00	\$1,400.00
Printing/Mailing*	\$4,900.00	\$4,900.00	\$9,800.00
Event Supplies	\$1,820.66	\$1,820.66	\$3,641.32
Other Expenses - rentals, etc	\$1,900.00	\$1,900.00	\$3,800.00
TOTALS	\$40,345.27	\$40,345.27	\$80,690.54

*Event flyers will be sent to all Des Moines single-family households.

TASK TWO – Business Recycling Collection Events

In 2014 and 2015, OER will implement one summer Business Recycling Collection Event. A total of two events will be implemented in conjunction with the cities of Burien and City of Normandy Park. Event hours will be 10:00 a.m. to 2:00 p.m. The parking lot at the WA Criminal Justice Training Center will be the location of the events. Materials collected at the event will be clean scrap wood/pallets; electronic/computer equipment; computer monitors*; office recyclables/cardboard; toner cartridges; cellular phones; plastics; and TV sets*. Fluorescent lights may be collected at the direction of the City as the cost is not eligible for reimbursement with county or state grants.

Schedule – 2014 event – July/August 2014. 2015 event – July/August 2015.

Personnel/Subcontractors – Olympic Environmental Resources staff, A-Plus Removal and Recycle, Total Reclaim, Inc., as well as flyer production and supply and rental vendors.

Cost: \$8,379.00

Estimated Costs	2014	2015	Total
Administration and Supplies	\$ 100.00	\$ 100.00	\$ 200.00
Consultant and Contractor Services	\$3,439.50	\$3,439.50	\$6,879.00
Flyer - Printing and Distribution Costs	\$650.00	\$650.00	\$1,300.00
Total	\$4,189.50	\$4,189.50	\$8,379.00

*The consultant/subcontractors will be able to charge a user fee to offset the cost of collecting and recycling these items.

TASK THREE – Purchase Products Made From Recycled Materials

In order to support the recycling industry and close the recycling loop, OER will assist the City with the purchase products made from recycled materials. Doing so will support recycling collection programs and help ensure the success of the recycling industry. The City will support recycling programs by purchasing items such as recycle content rain barrels for distribution and recycled benches for City parks and open space areas. The City may install the recycled content benches in highly visible areas with a notice that the benches are made from recycled content. The City may also distribute rain barrels or compost bins at City Recycling Collection Events. OER will assist the City with City purchases as needed, rain barrel/compost bin sale/s, and grant reimbursement of project costs.

Schedule – 2014 and 2015.

Cost: \$17,893.80

Estimated Costs	2014	2015	Total
Administration and Supplies	\$250.00	\$250.00	\$500.00
Consultant and Contractor Services	\$1,800.00	\$1,800.00	\$3,600.00
Purchase Recycled Products	\$6,896.90	\$6,896.90	\$13,793.80
TOTAL	\$8,946.90	\$8,946.90	\$17,893.80

Total Cost: \$106,963.34

2014/15 Des Moines Recycling Grants

NOTE: The City of Des Moines Administration cost (10%) is included in the grant totals.

2014 King County Solid Waste Division WRR Grant	\$21,037.00
2015 King County Solid Waste Division WRR Grant - estimate	\$22,000.00
Subtotal	\$43,037.00

2014 King County Health Department Grant	\$11,730.30
2015 King County Health Department Grant - estimate	\$11,900.00
Subtotal	\$23,630.30

2014/15 WA State Dept of Ecology CPG Grant – through 6/30/15	\$42,632.00
2015 WA State Dept of Ecology CPG Grant – 7/1/15-12/31/15 - estimate	\$14,500.00
Subtotal	\$57,132.00

Total* **\$123,799.30**

* The project budget is estimated based on grant funds both available and expected. In the event that expected grant funds don't come available, the project budget will be reduced accordingly.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2013

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

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

PRODUCER RAMAGE INSURANCE AGENCY INC PO BOX 16278 SEATTLE WA 98116		CONTACT NAME PHONE A/C, No, Ext) E-MAIL ADDRESS		FAX A/C, No):
INSURED OLYMPIC ENVIRONMENTAL RESOURCES INC 4715 SW WALKER ST SEATTLE WA 98116		INSURER(S) AFFORDING COVERAGE INSURER A: NAUTILUS INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRODUCE ☐ LOC			NN398879	01/05/14	01/05/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPO/OPAGG \$ EXCLUDED
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RECYCLING EVENT CONSULTANT

CERTIFICATE HOLDER

CANCELLATION

City of Des Moines Attn: Laura Techico, Planning Technician 21630 11th Ave S, Suite D Des Moines WA 98198	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY - AUTOMATIC STATUS WHEN REQUIRED IN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "persons and advertising injury" caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
1. in the performance of your ongoing operations for the additional insured; or
 2. in connection with premises owned by, or rented to, you.
- But only for:
1. The limits of insurance specified in such written contract or agreement, but in no event for limits or insurance in excess of the applicable limits of insurance of this policy; and
 2. Occurrences or coverages not otherwise excluded in the policy to which this endorsement applies.
- B. Status as an additional insured** for the person or organization to which this endorsement applies:
1. Commences during the policy period and after such written contract or agreement has been executed and
 2. Ends when:
 - a. Your ongoing operations for that additional insured are completed;
 - b. The contractor's contract or agreement is term rated;
 - c. The lease of premises expires; or
 - d. Your policy cancels or expires.
 whichever occurs first.
- C. The following is added to 4.a. of Other Insurance of Section IV - Commercial General Liability Conditions:**
- If required in a written contract, your policy is primary and noncontributory in the event of an occurrence caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf that occurs while performing ongoing operations for the additional insured, or in connection with premises owned by or rented to you.
- D. With respect to the insurance afforded to the additional insured, the following exclusions apply:**
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work on this project, including materials, parts, or equipment furnished in connection with such work (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured, at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Amendments to Title 18 DMMC, the Zoning Code.

ATTACHMENTS:

1. Draft Ordinance No. 13-170 Available in the City's Website Packet Only Due to Size

FOR AGENDA OF: January 30, 2014

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: January 22, 2014

CLEARANCES:

☒ Legal PS

☐ Finance NA

☐ Marina NA

☐ Parks, Recreation & Senior Services NA

☒ Planning, Building & Public Works DJB

☐ Police NA

☐ Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to revise Title 18 DMMC to bring uniformity to the Title, to organize the Title in a manner that is easier to search, and to ensure compliance with current state law and case law. We ask that the Council consider all of the amendments to Title 18, along with the included use charts for residential and commercial zones.

Suggested Motions

FIRST MOTION: "To suspend Rule 26(a) in order to enact Draft Ordinance No. 13-170 on first reading."

SECOND MOTION: "To enact Draft Ordinance No. 13-170, repealing and replacing Title 18 DMMC, the Zoning Code."

Background

The City Attorney seeks to make certain amendments to the City Code, specifically Title 18 DMMC, to bring uniformity to the DMMC, to organize chapter 18 DMMC in a manner that is easier to search and to ensure compliance with current state law and case law. The purpose of these amendments is to provide uniformity and consistency within our DMMC and not to make substantive or policy changes.

The DMMC will also include any textual code amendments the Council has passed up to this point. We ask that these amendments to Title 18 be considered this evening for final passage.

The required public hearing for enacting an ordinance which amends Title 18 DMMC was held on November 14, December 5, 2013, January 9 and January 30, 2014. Portions of Title 18 have been discussed at these meetings, but tonight we ask the Council to consider Draft Ordinance No. 13-170 for final reading and passage.

Because this Draft Ordinance is 414 pages, we have placed the Draft in legislative format on the City's website, www.desmoineswa.gov, as part of the on-line packet. If any Councilmember wants a printed version, we would be happy to provide a printed copy.

Discussion

Over the last nine months the staff of the Legal Department, the Planning, Building and Public Works Department, and Mike Connelly of Koegen Edwards, LLP, have met to discuss how to better organize the DMMC so that it is user friendly and consistent with current statutes and case law. This effort has required input from the Departments that read and enforce the DMMC routinely.

Title 18 DMMC is the largest Title in the DMMC and has required considerably more work to update. Given the complexity and length of Title 18, staff has divided the Title into five separate sections. Staff brought Sections I and III to the Council on November 14, 2013, Sections IV and V on December 5, 2013, and Section II on January 9, 2014. At tonight's meeting we ask that the Council move to waive the second reading of Draft Ordinance No. 13-170 and consider final passage. At that time, the reorganization of Title 18 will be complete. All five sections will make up the entirety of the newly enacted Title 18, chapters 18.01 - .250 DMMC with an effective date of February 4, 2014.

Alternatives

None.

Recommendation or Conclusion

Staff recommends the proposed motions.

R:\1-Legal Files\2013\13-170 - Title 18, Repeal & Replace\Council Agenda_1-9-14_Title 18 (2).docx

CITY ATTORNEY'S FIRST DRAFT 01/23/2014**DRAFT ORDINANCE NO. 13-170**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to zoning; replacing Title 18 DMMC; and repealing the previously codified provisions of Title 18 DMMC and underlying Ordinances.

WHEREAS, Title 18 DMMC, Draft Ordinance No. 13-170, entitled "Zoning," contains many ordinances that implement the purposes of the Comprehensive Plan, classifies uses, regulates such uses, and promotes the public health, safety, and general welfare, and

WHEREAS, numerous amendments to Title 18 DMMC since enactment have adversely affected the Title's organization, and

WHEREAS, a public hearing is required for enacting an Ordinance which amends Title 18 DMMC commonly referred to as the Zoning Code, and

WHEREAS, an expedited review was granted by the Washington State Department of Commerce on September 10, 2013, and

WHEREAS, the City Council set the date for the public hearing on Draft Ordinance No. 13-170 by Resolution No. 1241, fixing the public hearing for November 14, 2013, and

WHEREAS, notice of the public hearing was issued on October 31, 2013 in accordance with the DMMC, and

WHEREAS, a public hearing was held on November 14, 2013, December 5, 2013, January 9, 2014, and January 30, 2014, where all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that it is in the best interest of the public health, safety, and general welfare to establish comprehensive, uniform, and current provisions for the City's Zoning Code; now therefore,

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

Title 18 DMMC and all underlying Ordinances are hereby repealed and replaced with the following:

TITLE 18
ZONING

Chapter 18.01
General Provisions

Sections:

18.01.010 Title.
18.01.020 Application.
18.01.030 Purpose.
18.01.040 Authority.
18.01.050 Definitions.
18.01.060 Liability
18.01.070 Enforcement
18.01.080 Unauthorized use of structures or land prohibited
18.01.090 Enforcement - Violation - Penalty.
18.01.100 Enforcement by civil penalty - Appeal.
18.01.110 Enforcement by criminal penalties.
18.01.120 Enforcement by superior court civil action.
18.01.130 Severability.
18.01.140 Appeal.

Sec. 1. 18.01.010. Title. This Title shall be known as the "Zoning Code." This chapter shall be entitled "General Provisions."

Sec. 2. 18.01.020. Application. This chapter shall be applicable to all chapters contained within Title 18. The provisions adopted by this Title shall be applicable to all zones in the City of Des Moines and all zoning actions, as specified in this Title.

Sec. 3. 18.01.030. Purpose. The purpose of this Title is to implement the purposes of the comprehensive plan and to classify uses and to regulate the location of such uses in such manner as to group as nearly as possible those uses which are mutually compatible, and to protect each such group of uses from the intrusion of incompatible uses which would damage the security and stability of land and improvements and which would

1 also prevent the greatest practical convenience and service to
2 the citizens of Des Moines. It is also recognized that intrusion
3 of uses in one zone upon uses in another lighter zone may also
4 result from effects reaching across boundary lines separating
5 contiguous zones due to noise, smoke, equipment, open air
6 activity, or other features. To further accomplish the goal of
7 compatibility, varying degrees of regulations are established
8 for certain uses in the Commercial and Business Park Zones when
9 such uses are contiguous to lighter zones. A further purpose of
10 this Title is to make it possible for Des Moines to efficiently
11 and economically design, install, and operate physical public
12 service facilities in terms of type, size, and capacity,
13 including streets, sewers, drains, schools and other public
14 buildings, to adequately and permanently meet the ultimate
15 requirements as determined by a defined intensity and type of
16 land use; to require an orderly arrangement of essential related
17 facilities with particular reference to the movement of people
18 and goods, including the traffic pattern and well-located and
19 well-designed off-street parking areas and, through the medium
20 of the zoning map which is a part of this Title, to establish
21 the geographical location and boundaries of the zones to which
22 the different zones will apply.

23
24 A further purpose of this Title is to establish required minimum
25 lot area, yards and open spaces as a means of providing a
26 suitable environment for living, business and industry, and to
27 maintain reasonable population densities and reasonable
28 intensities of land use, all for the general purpose of
29 conserving public health, safety, morals, convenience, and
30 general welfare.

31
32 **Sec. 4. 18.01.040. Authority.** The Title is created
33 pursuant to the authority set forth in RCW 35A.63 and RCW
34 36.70A, RCW 36.70B, and RCW 36.70C and other applicable laws.

35
36 **Sec. 5. 18.01.050. Definitions.** As used in this
37 Title, unless the context or subject matter clearly requires
38 otherwise, the words or phrases defined in this section shall
39 have the indicated meanings.

40
41 "Accessory" means a use, a building or structure, part of
42 a building or other structure, which is subordinate to and the
43 use of which is incidental to that of the main building,

1 structure, or use on the same lot, including a private garage.
2 If an accessory building is attached to the main building by a
3 common wall or roof, such accessory building shall be considered
4 a part of the main building.
5

6 "Accessory living quarters (ALQ)" means complete
7 independent living facilities including provisions for living,
8 sleeping, cooking, and sanitation within a detached structure or
9 within part of the primary dwelling unit.
10

11 "Adult entertainment facilities" means adult cabarets,
12 adult retail uses, adult massage parlors, adult sauna parlors,
13 adult bathhouses, and adult motion picture theaters, which are
14 further more specifically defined below.
15

16 "Adult cabaret" means a commercial establishment which
17 presents go-go dancers, strippers, male or female impersonators,
18 or similar entertainers, and which excludes any person by virtue
19 of minimum age from all or any portion of the premises.
20

21 "Adult retail use" means a retail establishment which,
22 for money or any other form of consideration, either:
23

24 (1) Has as one of its principal purposes to sell,
25 exchange, rent, loan, trade, transfer, and/or provide for
26 viewing or use, off the premises, any adult oriented
27 merchandise; or
28

29 (2) Provides, as its substantial stock in trade, for
30 the sale, exchange, rental, loan, trade, transfer, and/or
31 provide for viewing or use, off the premises, any adult oriented
32 merchandise.
33

34 "Adult massage parlor" means a commercial establishment
35 in which massage or other touching of the human body is provided
36 for a fee and which excludes any person by virtue of minimum age
37 from all or any portion of the premises in which such service is
38 provided.
39

40 "Adult sauna parlor" means a commercial sauna parlor
41 which excludes any person by virtue of minimum age from all or
42 any portion of the premises.
43

1 "Adult bathhouse" means a commercial bathhouse which
2 excludes any person by virtue of minimum age from all or any
3 portion of the premises.

4
5 "Adult motion picture theater" means an enclosed building
6 used for presenting motion picture films or video tapes or any
7 other visual media distinguished or characterized by an emphasis
8 on, matter depicting, describing, or relating to specified
9 sexual activities or specified anatomical areas, as defined in
10 this zoning code, for observation by patrons therein.

11
12 "Adult oriented merchandise" means any goods, products,
13 commodities, or other wares, including, but not limited to,
14 videos, CDs, DVDs, magazines, books, pamphlets, posters, cards,
15 periodicals or nonclothing novelties, which depict, describe or
16 simulate specified anatomical areas or specified sexual
17 activities.

18
19 "Adult family home" means a regular family abode of a
20 person or persons who are providing personal care, room, and
21 board to more than one but not more than four adults who are not
22 related by blood or marriage to the person or persons providing
23 the services; except that a maximum of six adults may be
24 permitted if the Department of Social and Health Services
25 determines that the home is of adequate size and that the home
26 and the provider are capable of meeting standards and
27 qualifications as provided for in chapter 70.128 RCW as
28 presently constituted or as may be subsequently amended or
29 recodified. For the purpose of this section, an "adult" is a
30 person who has attained the age of 18 years.

31
32 "Antenna system" means the mast and all attached antennas
33 of only a commonly used and commercially available type,
34 excluding parabolic antennas such as microwave dishes, which are
35 used to transmit or receive any portion of the radio spectrum.

36
37 "Apartment" means a room, or a suite of two or more rooms
38 in a multiple dwelling or in any other building not a single-
39 family dwelling or a duplex dwelling occupied or suitable for
40 occupancy as a dwelling unit for one family.

41
42 "Apartment house" means a building or a portion of a
43 building, designed for occupancy by three or more families

1 living separately from each other and containing three or more
2 dwelling units.

3
4 "Aquifer" means a consolidated or unconsolidated ground
5 water-bearing geologic formation or formations that contain
6 enough saturated permeable material to yield significant
7 quantities of water to wells.

8
9 "Artificial grade" means a manmade grade created by means
10 of earthen terraces, berms, fills, or the like, specifically for
11 the purpose of gaining a height advantage or disguising the true
12 height of a structure.

13
14 "Automobile, boat, and trailer sales area" means an open
15 area, other than a street, used for the display, sale, or rental
16 of new or used automobiles, boats, or trailers, and where no
17 repair work is done except minor incidental repair of
18 automobiles, boats, or trailers to be displayed, sold, or rented
19 on the premises.

20
21 "Automobile house trailer" means a vehicle without motor
22 power designed to be drawn by a motor vehicle and to be used for
23 human habitation, including a trailer coach, camper, mobile
24 home, or any self-propelled vehicle having a body designed for
25 or converted to the same use as a house trailer.

26
27 "Automobile service station" means an occupancy which
28 provides for:

29
30 (1) The servicing of motor vehicles and operations
31 incidental thereto limited to the retail sale of petroleum
32 products and automotive accessories; automobile washing by hand;
33 waxing and polishing of automobiles; tire changing and repairing
34 (excluding recapping); battery service, charging, and
35 replacement, excluding repair and rebuilding; radiator cleaning
36 and flushing, excluding steam cleaning and repair; and
37 installation of accessories.

38
39 (2) The following operations if conducted within a
40 building: lubrication of motor vehicles; brake servicing limited
41 to servicing and replacement of brake cylinders, lines, and
42 brake shoes; wheel balancing; the testing, adjustment, and
43 replacement or servicing of carburetors, coils, condensers,

1 distributor caps, fan belts, filters, generators, points,
2 rotors, sparkplugs, voltage regulators, water and fuel pumps,
3 water hoses, and wiring.

4
5 "Board" means the City Council.

6
7 "Buffer" means either: an area adjacent to hillsides
8 which provides the margin of safety through protection of slope
9 stability, attenuation of surface water flows and landslide,
10 seismic, and erosion hazards reasonably necessary to minimize
11 risk to the public from loss of life, well-being, or property
12 damage resulting from natural disasters; or an area adjacent to
13 a stream or wetland which is an integral part of the stream or
14 wetland ecosystem, providing shade; input of organic debris and
15 coarse sediments; room for variation in stream or wetland
16 boundaries; habitat for wildlife; impeding the volume and rate
17 of runoff; reducing the amount of sediment, nutrients, and toxic
18 materials entering the stream or wetland; and protection from
19 harmful intrusion to protect the public from losses suffered
20 when the functions and values of stream and wetland resources
21 are degraded.

22
23 "Building height" means the vertical distance from the
24 grade to the highest point of the coping of a flat roof, or to
25 the deck line of a mansard roof, or to the height of the highest
26 gable of a pitch or hip roof.

27
28 "Cemetery" means land used or intended to be used for the
29 burial of the human dead and dedicated for cemetery purposes,
30 including columbariums, crematories, mausoleums, and mortuaries
31 when operated in conjunction with and within the boundary of
32 such cemetery.

33
34 "Church" means an establishment, the principal purpose of
35 which is religious worship and for which the principal building
36 or other structure contains the sanctuary or principal place of
37 worship, and including accessory uses in the main building or in
38 separate buildings or structures, including Sunday school rooms
39 and religious education classrooms, assembly rooms, kitchen,
40 library room or reading room, recreation hall, a one-family
41 dwelling unit and residences on site for nuns and clergy, but
42 excluding facilities for training of religious orders.

43

1 "Closed record appeal" shall have the meaning given such
2 term in DMMC 18.20.230.

3
4 "Commercial parking lot" means a building site, exclusive
5 of public rights-of-way, or building dedicated to the parking of
6 more than 10 passenger vehicles, serving patrons, occupants,
7 and/or employees of a permitted use(s) not located on the site
8 of the parking facility.

9
10 "Commercial recreational area" means an area operated for
11 profit and devoted to facilities and equipment for recreational
12 purposes, including swimming pools, tennis courts, playgrounds,
13 and other similar uses whether the use of such area is limited
14 to private membership or whether open to the public upon the
15 payment of a fee.

16
17 "Compensation" means the replacement, enhancement, or
18 creation of an undevelopable environmentally critical area
19 equivalent in functions, values, and size to those being altered
20 or lost from development.

21
22 "Conditional use" means a use permitted in one or more
23 zones as defined by this Title but which use because of
24 characteristics peculiar to it, or because of size,
25 technological processes, or type of equipment, or because of the
26 exact location with reference to surroundings, streets, and
27 existing improvements or demands upon public facilities,
28 requires a special degree of control to make such uses
29 consistent with and compatible to other existing or permissible
30 uses in the same zone or zones, and to assure that such use
31 shall not be inimical to the public interest.

32
33 "Conditional use permit" means the documented evidence of
34 authority granted by the board of adjustment to locate a
35 conditional use at a particular location.

36
37 "Conforming building" means:

38
39 (1) In the residential zones, a building which is
40 considered to be a residential building by the building code,
41 and other buildings designed to accommodate uses permitted in
42 these zones and which buildings also conform to the requirements
43 of this Title in the matter of use, height, yards, and area

1 coverage, and which do not contain more than the number of
2 dwelling units prescribed for the zone in which such buildings
3 are located.

4
5 (2) In the commercial zones, a building which is
6 considered under the building code as a building designed to
7 accommodate uses permitted in the commercial zones.

8
9 "Conforming use" means an activity the nature and type of
10 which is permitted in the zone in which the property on which it
11 is established is located.

12
13 "Corner lot" means a lot situated at the intersection of
14 two or more streets, the street frontages of which lot form an
15 angle not greater than 128 degrees, and not less than 45
16 degrees.

17
18 "Court" means any portion of the interior of a lot or
19 building site which is fully or partially surrounded by
20 buildings or other structures and which is not a required yard
21 or open space.

22
23 "Dangerous waste" means those wastes designated in WAC
24 173-303-070 through 173-303-103 as dangerous wastes. "Dangerous
25 waste" also is any discarded, useless, unwanted, or abandoned
26 substances, including but not limited to certain pesticides, or
27 any residues or containers of such substances which are disposed
28 of in such a quantity or concentration as to pose a substantial
29 hazard or potential hazard to human health wildlife, or the
30 environment because such wastes or constituents or combinations
31 of such wastes have short-lived, toxic properties that may cause
32 death, injury, or illness or have mutagenic, teratogenic, or
33 carcinogenic properties or are corrosive, explosive, flammable,
34 or may generate pressure through decomposition or other means.
35 Moderate risk waste is not a dangerous waste.

36
37 "Date of decision" means the date the final decision or
38 determination is rendered or issued, unless specified otherwise
39 by law.

40
41 "Development activity" means any work, condition, or
42 activity which requires a permit or approval under Titles 11,
43 12, 14, 16, 17 or 18 DMMC.

1
2 "Dwelling" means a building designed exclusively for
3 residential purposes, including one-family, duplex, townhouse,
4 and multiple dwellings, which is constructed in accordance with
5 the City Buildings and Construction Code (Title 14 DMMC) as
6 presently constituted or as may be subsequently amended, but not
7 including hotels or motel units having no kitchens.

8
9 "Dwelling unit" means one or more rooms designed for or
10 occupied by one family for living or sleeping purposes and
11 containing kitchen facilities for use solely by one family. All
12 rooms comprising a dwelling unit shall have access through an
13 interior door to other parts of the dwelling unit. A bachelor
14 apartment constitutes a dwelling unit within the meaning of this
15 Title.

16
17 "Duplex" means a building designed exclusively for
18 occupancy by two families living independently of each other,
19 and containing two dwelling units. Duplexes may contain units
20 that are not at ground level.

21
22 "Elementary school" means any institution of learning
23 giving general academic instruction in the several branches of
24 learning and study required by the education code² of the state
25 to be taught in the public and parochial schools.

26
27 "Enhancement" means the manipulation of the physical,
28 chemical, or biological characteristics of a wetland site to
29 heighten, intensify, or improve specific function(s) or to
30 change the growth stage or composition of the vegetation
31 present. Enhancement is undertaken for specified purposes such
32 as water quality improvement, floodwater retention, or wildlife
33 habitat. Enhancement results in a change in some wetland
34 functions and can lead to a decline in other wetland functions,
35 but does not result in a gain in wetland acres. Activities
36 typically consist of planting vegetation, controlling nonnative
37 or invasive species, modifying site elevations or the proportion
38 of open water to influence hydroperiods, or some combination of
39 these activities.

40
41 "Essential public facilities" means public facilities
42 that are typically difficult to site, such as airports, state
43 education facilities, and state or regional transportation

1 facilities as defined in RCW 47.06.140, state and local
2 correctional facilities, solid waste handling facilities, and
3 in-patient facilities including substance abuse facilities,
4 mental health facilities, group homes, and secure community
5 transition facilities as defined in RCW 71.09.020.

6
7 "Extremely hazardous waste" means those wastes identified
8 in WAC 173-303-070 through 173-303-103 as extremely hazardous
9 wastes. Extremely hazardous waste is also disposal of hazardous
10 waste at any facility in such quantities that would pose a
11 significant danger to man or the environment or any waste that
12 persists in a hazardous form for several years or more at a
13 disposal site and which in its persistent form presents a
14 significant environmental hazard and may be concentrated by
15 living organisms through a food chain or may affect the genetic
16 makeup of man or wildlife or is highly toxic to man or wildlife.

17
18 "Family day care provider" means a licensed day care
19 provider who regularly provides day care for not more than 12
20 children in the provider's home in the family living quarters.

21
22 "First permitted" means the most restricted zone in which
23 a particular use is indicated as a permissible use.

24
25 "Floor area" means a total floor area within the walls of
26 all buildings on a lot or building site, except for the spaces
27 therein devoted to vents, shafts and light courts and except for
28 the area devoted exclusively to loading and unloading facilities
29 and to parking of motor vehicles.

30
31 "Front yard" means an area extending across the full
32 width of the lot and lying between the lot front line and a line
33 drawn parallel thereto, and at a distance therefrom equal to the
34 required front yard depth as prescribed in each zone. Front
35 yards shall be measured by a line at right angles to the lot
36 front line, or by the radial line or radial line extended in the
37 case of a curved lot front line.

38
39 "Grade, artificial grade" means a manmade grade created
40 by means of earthen terraces, berms, fills, or the like,
41 specifically for the purpose of gaining a height advantage or
42 disguising the true height of a structure.

1 "Grade, highest sidewalk" means the highest elevation of
2 the sidewalk parallel to the building frontage.

3
4 "Grade, mean average sidewalk" means the mathematical
5 average of the highest and lowest elevations of the sidewalk
6 parallel to the building frontage. Mean average sidewalk grade
7 is a horizontal plane at a specific elevation.

8 "Grade, median sidewalk" means the average elevation of a
9 sidewalk, abutting a commercial street, as designed by the city,
10 along the public street line; except that for the west side of
11 Marine View Drive South, median sidewalk grade shall be defined
12 as the average elevation of the alley extending mid-block
13 between 7th Avenue South and Marine View Drive South. For
14 properties lying between Marine View Drive South and 8th Avenue
15 South, sidewalk grade shall be established at Marine View Drive
16 grade elevations.

17
18 "Group dwelling" means more than two separate buildings,
19 each containing one or more dwelling units.

20
21 "Hazardous substance" means any solid, liquid, gas, or
22 sludge, including any material, substance, product, commodity,
23 or waste, regardless of quantity, that exhibits any
24 characteristics or criteria of hazardous waste as described in
25 WAC 173-303-090, 173-303-101, 173-303-102, or 173-303-103.

26
27 "Hazardous waste" means any dangerous waste or extremely
28 hazardous waste. Moderate risk waste is not a hazardous waste.

29
30 "High intensity land use" means land uses which are
31 associated with high levels of human disturbance or substantial
32 habitat impacts including, but not limited to, medium- and high-
33 density residential (more than one home per five acres),
34 multifamily residential, and commercial and industrial land
35 uses. The majority of land uses in Des Moines are considered
36 "high intensity land use."

37
38 "High school" means any institution of learning giving
39 general academic instruction in the several branches of learning
40 and study required by the education code² of the state to be
41 taught in the public and parochial schools.

42

1 "Highest sidewalk grade" means the highest elevation of
2 the sidewalk parallel to the building frontage.

3
4 "Historic Properties Survey: City of Des Moines" means
5 the *Historic Properties Survey: City of Des Moines* as prepared
6 on October 14, 1994 for the City of Des Moines. A copy of this
7 survey is maintained on file in the office of the City Clerk and
8 in the office of the Planning, Building and Public Works
9 Director and is available for public inspection.

10
11 "Hospital" means an institution specializing in giving
12 clinical, temporary, and emergency services of a medical or
13 surgical nature to human patients and licensed by state law to
14 provide facilities and services in surgery, obstetrics, and
15 general medical practice, as distinguished from treatment of
16 mental and nervous disorders and alcoholics, but not excluding
17 surgical and post-surgical treatment of mental cases.

18
19 "Hotel" means a building in which there are six or more
20 guest rooms where lodging with or without meals is provided for
21 compensation, and where no provision is made for cooking in any
22 individual room or suite, and in which building may be included
23 one apartment for use of the resident manager, but shall not
24 include jails, hospitals, asylums, sanitariums, orphanages,
25 prisons, detention homes, and similar buildings where human
26 beings are housed or detained under legal restraint.

27
28 "Internal lot" means a lot within a planned unit
29 development or townhouse development for the purpose of separate
30 ownership of dwellings or for undivided ownership of common
31 areas and facilities. An internal lot will also be a corner lot,
32 interior lot, key lot, reverse corner lot, through lot, or
33 transitional lot.

34
35 "Interior lot" means a lot other than a corner lot or a
36 reverse corner lot.

37
38 "Key lot" means the first lot to the rear of a reverse
39 corner lot and whether or not separated by an alley.

40
41 "Land use intensity." The following definitions of "land
42 use intensity" serve as the basis for establishing wetland

1 buffers and development standards as codified in chapter 18.86
2 DMMC.

3
4 "Lighter uses" means uses involving performance standards
5 having less detrimental effect upon surrounding properties and
6 uses in the same or other zones than do uses first permitted in
7 the next succeeding zone in terms of nuisance, hazard,
8 generation of traffic and volume of traffic, both passenger and
9 freight, and which uses make less demand upon public services
10 such as electricity, gas, sewers, and streets. Where residential
11 uses are involved, the term "lighter uses" means less permitted
12 population density, possibly greater required yards, open
13 spaces, and floor area within dwellings than is permitted or
14 required in the next succeeding residential zone.

15
16 "Lodging house" means a dwelling unit within which not
17 more than five guest rooms are devoted to accommodating not more
18 than 10 persons other than members of the family, but wherein
19 meals for guests shall be neither provided nor permitted. A
20 lodging house containing guest rooms numbering six or more shall
21 be considered a hotel.

22
23 "Lot area" means the total horizontal area within the
24 boundary lines of a lot; provided, that the following areas are
25 not included within the lot area and are not used to compute lot
26 area or the area available for the satisfaction of any required
27 yard:

28
29 (1) The area of a vehicular surface access easement or
30 private street; and

31
32 (2) The area seaward of the ordinary high water mark
33 from Puget Sound; and

34
35 (3) The area of any lake or pond, natural or
36 artificial.

37
38 "Lot depth" means the horizontal length of a straight
39 line drawn from the midpoint of the lot front line and at right
40 angles to such line to its intersection with a line parallel to
41 the lot front line and passing through the midpoint of the lot
42 rear line. In the case of a lot having a curved front line, the
43 lot front line, for purposes of this section shall be deemed to

1 be a line tangent to the curve and parallel to a straight line
2 connecting the points of intersection of the lot side lines of
3 the lot with the lot front line.

4
5 "Lot width" means the horizontal distance between the lot
6 side lines measured at right angles to the line comprising the
7 depth of the lot at a point midway between the lot front line
8 and the lot rear line.

9
10 "Low intensity land use" means land uses which are
11 associated with low levels of human disturbance or low habitat
12 impacts, including, but not limited to, passive recreation and
13 open space land uses.

14
15 "Main building" means the principal building or other
16 structure on a lot or building site designed or used to
17 accommodate the primary use to which the premises are devoted.
18 Where a permissible use involves more than one building or
19 structure designed or used for the primary purpose, as in the
20 case of group houses, each such permissible building or other
21 structure on a lot or building site as defined by this Title
22 shall be construed as comprising a main building or structure.

23
24 "Median sidewalk grade" means the average elevation of a
25 sidewalk, abutting a commercial street, as designed by the City,
26 along the public street line; except that for the west side of
27 Marine View Drive South, median sidewalk grade shall be defined
28 as the average elevation of the alley extending mid-block
29 between 7th Avenue South and Marine View Drive South. For
30 properties lying between Marine View Drive South and 8th Avenue
31 South, sidewalk grade shall be established at Marine View Drive
32 grade elevations.

33
34 "Mental hospital" means an institution licensed by state
35 agencies under the provisions of law to offer facilities, care
36 and treatment for cases of mental and nervous disorders, and
37 alcoholics. Establishments limiting services to juveniles below
38 the age of five years, and establishments housing and caring for
39 cases of cerebral palsy are not considered mental hospitals.

40
41 "Middle schools" means any institution of learning giving
42 general academic instruction in the several branches of learning

1 and study required by the education code² of the state to be
2 taught in the public and parochial schools.

3
4 "Mitigation" means the use of any combination or all of
5 the following actions:

6
7 (1) Avoiding impacts to environmentally critical areas
8 by not taking a certain action or parts of an action;

9
10 (2) Minimizing impacts by limiting the degree or
11 magnitude of the action and its implementation, by using
12 appropriate technology, or by taking affirmative steps to avoid
13 or reduce impacts;

14
15 (3) Rectifying the impact by repairing, rehabilitating,
16 or restoring the affected environmentally critical area;

17
18 (4) Reducing or eliminating the impact over time by
19 preservation and maintenance operations during the life of the
20 development proposal;

21
22 (5) Compensating for the impact by replacing or
23 enhancing environmentally critical areas, or providing
24 substitute resources; and

25
26 (6) Monitoring the impact and taking appropriate
27 corrective measures.

28
29 "Mixed use" means one or more dwelling units and one or
30 more enclosed commercial, business, or retail uses in a building
31 in a Commercial or Residential Zone.

32
33 "Mobile home park" means any area or tract of land used
34 or designed to accommodate two or more automobile house
35 trailers.

36
37 "Moderate intensity land use" means land uses which are
38 associated with moderate levels of human disturbance or
39 substantial habitat impacts including, but not limited to,
40 active recreation.

41
42 "Moderate risk waste" means those wastes defined in WAC
43 173-303-040(55).

1
2 "Motel" means a group of attached or detached buildings
3 containing individual sleeping units where a majority of such
4 units open individually and directly to the outside, and where a
5 garage is attached to or a parking space is conveniently located
6 to each unit, all for the temporary use by automobile tourists
7 or transients, and the word shall include tourist courts, motor
8 courts, automobile courts, automobile camps, and motor lodges. A
9 unit in a motel having kitchen facilities shall constitute a
10 dwelling unit and shall be subject to all of the provisions and
11 requirements of this Title governing dwelling units for the zone
12 in which the establishment is located, but never less than the
13 requirements of the heaviest multiple-dwelling zone.

14
15 "Multiple dwelling" means a building designed exclusively
16 for occupancy by three or more families living independently of
17 each other, and containing three or more dwelling units.

18
19 "Nonconforming building" means a building, or portion
20 thereof, which was lawfully erected or altered and maintained
21 but which, because of the application of this Title to it, no
22 longer conforms to the regulations of the zone in which it is
23 located as defined by this Title.

24
25 "Nonconforming use" means a use which was lawfully
26 established and maintained but which, because of the application
27 of this Title to it, no longer conforms to the use regulations
28 of the zone in which it is located as defined by this Title.

29
30 "Nursing home" means facilities for patients who are
31 recovering from an illness, or receiving care for chronic
32 conditions, mental or physical disabilities, terminal illness,
33 alcohol or drug inpatient treatment. Care may include inpatient
34 administration of medicine, preparation of special diets,
35 bedside nursing care, and treatment by a physician or
36 psychiatrist.

37
38 "One-family dwelling" means a detached building designed
39 exclusively for occupancy by one family and containing one
40 dwelling unit.

41
42 "Party of record" means any person, group, association,
43 or corporation that files an appeal, a person granted party

1 status through intervention, the City department making the
2 decision or determination, and the person who files an
3 application for a land use action that is subject to appeal.

4
5 "Pigs, potbellied and miniature" means a type of swine
6 commonly known as the North American, Vietnamese, Chinese, or
7 Asian potbellied pig (*Sus scrofa bittatus*) that is no more than
8 22 inches in height at the shoulder and no more than 150 pounds
9 in weight.

10
11 "Principal use" means the primary or predominant use to
12 which the property is or may be devoted, and to which all other
13 uses on the premises are accessory.

14
15 "Private boathouse" means an accessory building, or
16 portion of building, which provides shelter and enclosure for a
17 boat or boats owned and operated only by the occupants of the
18 premises.

19
20 "Private parking area" means an open area, other than a
21 street, alley, or other public property, limited to the parking
22 of automobiles of occupants or employees of a dwelling, hotel,
23 motel, apartment hotel, apartment house, boarding house, or
24 lodging house to which these facilities are appurtenant.

25
26 "Private solid waste container" means a solid waste
27 container that is either privately owned or privately used and
28 maintained for the purpose of waste reduction or providing
29 health and sanitation support for a private facility or
30 organization.

31
32 "Professional offices" means offices maintained and used
33 as a place of business conducted by persons engaged in the
34 healing arts for human beings, such as doctors and dentists (but
35 wherein no overnight care for patients is given), and by
36 engineers, attorneys, realtors, architects, accountants, and
37 other persons providing services utilizing training in and
38 knowledge of the mental discipline as distinguished from
39 training in occupations requiring mere skill or manual dexterity
40 or the handling of commodities.

41
42 "Public hearing" means a hearing, conducted by either the
43 Hearing Examiner or the City Council, that creates a record

1 through testimony and the submission of evidence and information
2 under procedures prescribed by law. An open record public
3 hearing held prior to a decision on a proposed land use action
4 is to be known as an "open record pre-decision hearing." An open
5 record hearing may be held on an appeal, to be known as an "open
6 record appeal hearing" if no open record pre-decision hearing
7 has been held on the land use action.

8
9 "Public parking area" means an open area other than a
10 street, alley, or private parking area as defined in this Title,
11 whether privately or publicly owned, which area is used for the
12 parking of more than four automobiles.

13
14 "Public solid waste container" means a solid waste
15 container placed for the purpose of providing a receptacle for
16 public use to prevent littering, promote health and sanitation
17 of the general public, and/or promote waste reduction on
18 publicly owned and operated facilities, properties, or rights-
19 of-way, when such facilities or properties are generally open to
20 the public and used for public purposes. Without limitation,
21 such public facilities shall include schools, parks, marinas,
22 public buildings, and the like, but shall not include public
23 facilities that are not generally open to the public.

24
25 "Public utility" means a private business organization
26 such as a public service corporation performing some public
27 service and subject to special governmental regulations, or a
28 governmental agency performing similar public services, the
29 services by either of which are paid for directly by the
30 recipients thereof. Such services shall include, but are not
31 limited to, water supply, electric power, gas, and
32 transportation for persons and freight.

33
34 "Public utility distribution" means the method or mode by
35 which a private business organization or governmental agency
36 performing some public service, such as, but not limited to,
37 water supply, electric power, gas, sewer, or transportation,
38 delivers or spreads those services over an area and to
39 individual customers.

40
41 "Public utility facilities" means a building or complex
42 that facilitates an action or process associated with a public
43 utility which can be a private business or governmental agency

1 performing some public service, such as, but not limited to,
2 water supply, electric power, gas, sewer, or transportation.

3
4 "Public trailer camp" means any area or tract of land
5 used or designed to accommodate two or more automobile house
6 trailers.

7
8 "Rear line of the required front yard" means a line
9 parallel to the lot front line and at a distance therefrom equal
10 to the depth of the required front yard, and extending across
11 the full width of the lot.

12
13 "Reclassification of property" means a change in zone
14 boundaries upon the zoning map, which map is part of this Title
15 when adopted in the manner prescribed by law.

16
17 "Restoration" means the return of an environmentally
18 critical area to a state in which its functions, values, and
19 size approach or exceed its unaltered state as closely as
20 possible.

21
22 "Retirement housing" means a building or complex of
23 buildings, exclusively designed for and occupied by households
24 having at least one person 62 years of age or older, which
25 provides common facilities such as but not limited to dining and
26 recreation. Some or all of the dwellings may contain kitchens.

27
28 "Required open space" means a portion of the area of a
29 lot or building site, other than required yards, which area is
30 required by this Title, as set forth in the different zones
31 contained in this Title, to be maintained between buildings,
32 between wings of a building, and between buildings and any
33 portion of a property boundary line not contiguous to a required
34 front or side yard. Such open spaces, as in the case of required
35 yards, are required to be free and clear of buildings and
36 structures and to remain open and unobstructed from the ground
37 to the sky.

38
39 "Reverse corner lot" means a corner lot the side street
40 line of which is substantially a continuation of the lot front
41 line of the lot upon which the rear of the corner lot abuts.

42

1 "Sanitarium" means a health station or retreat or other
2 place where resident patients are kept, and which specializes in
3 giving clinical, temporary, and emergency services of a medical
4 or surgical nature to human patients and licensed by state
5 agencies under provisions of law to provide facilities and
6 services in surgery, obstetrics, and general medical practice as
7 distinguished from treatment of mental and nervous disorders and
8 alcoholics, but not excluding surgical and postsurgical
9 treatment of mental cases.

10
11 "School" means any institution of learning giving general
12 academic instruction in the several branches of learning and
13 study required by the education code of the state to be taught
14 in the public and parochial schools.

15
16 "Shorelines of the state" means lakes, rivers, ponds,
17 streams, inland waters, underground waters, salt waters, and all
18 other surface waters and watercourses within the jurisdiction of
19 the state of Washington, as classified in chapter 90.58 RCW.

20
21 "Side yard" means an open area measured from the lot side
22 line toward the center of the lot and extending from the rear
23 line of the required front yard, or from the lot front line if
24 there is no required front yard, toward the lot rear line to a
25 point measuring two-thirds of the depth of the lot, except that
26 on the side street side of corner lots and reverse corner lots
27 the required side yard shall extend to the rear line of the lot.
28 The width of the side yard shall be measured horizontally from,
29 and be parallel to the lot side line from which it is measured.

30
31 "Slope" means an inclined ground surface, the inclination
32 of which is expressed as a ratio (percentage) of vertical
33 distance to horizontal distance by the following formula:

$$\frac{\text{vertical distance}}{\text{horizontal distance}} \times 100 = \% \text{ slope}$$

34
35
36 Another method of measuring the inclination of the land surface
37 is by measuring the angle, expressed in degrees, of the surface
38 above a horizontal plane. The following chart shows the

1 equivalents between these two methods of measurement for several
2 slopes:

Percent Slope	Angle of Inclination
8.7	5.0°
15.0	8.5°
25.0	14.0°
30.0	16.7°
40.0	21.8°
50.0	26.6°
100.0	45.0°

3
4 "Small animal hospital or clinic" means an establishment
5 in which veterinary medical services, clipping, bathing, and
6 similar services are rendered to dogs, cats, and other small
7 animals and domestic pets, but not including kennels.

8
9 "Solid waste container" means a garbage can, dumpster, or
10 other receptacle used for disposal and/or storage of trash,
11 rubbish, garbage, junk, scrap, debris, refuse, recycling, yard
12 waste, and other discarded materials.

13
14 "Specified anatomical areas" means:
15

16 (1) Less than completely and opaquely covered human
17 genitals, anus, pubic region, buttock, or female breast below a
18 point immediately above the top of the areola; or
19

20 (2) Human male genitals in a discernibly turgid state,
21 even if completely and opaquely covered.
22

23 "Specified sexual activities" means any of the following:
24

25 (1) Human genitals in a state of sexual stimulation or
26 arousal;
27

28 (2) Acts of human masturbation, sexual intercourse,
29 sodomy, oral copulation, or bestiality;
30

31 (3) Fondling or other erotic touching of human
32 genitals, pubic region, buttocks, or female breasts, whether
33 clothed or unclothed, of oneself or of one person by another; or
34

1 (4) Excretory functions as part of or in connection
2 with any of the activities set forth in this section.

3
4 "Stable" means a detached building in which horses or
5 other beasts of burden owned by the occupants of the premises
6 are kept, and in which no such animals are kept for hire,
7 remuneration, or sale.

8
9 "Structural alterations" means any change in the
10 supporting members of a building or structure, such as
11 foundations, bearing walls, columns, beams, floor or roof
12 joists, girders or rafters, or changes in the exterior
13 dimensions of the building or structure, or increase in floor
14 space.

15
16 "Substantial change" means modification of the scope,
17 use, or other attribute of a pending land use action that
18 results in, or may result in, significant differences in the
19 type or degree of impact(s), as determined by the Planning,
20 Building and Public Works Director.

21
22 "Through lot" means a lot having frontage on two streets,
23 including a lot at the intersection of two streets when the
24 street sides of such lot form an internal angle of less than 45
25 degrees. Corner lots and reverse corner lots as defined in this
26 section are not through lots.

27
28 "Townhouse development" means two or more lots approved
29 through the subdivision or short subdivision process for
30 townhouse dwellings.

31
32 "Townhouse dwelling" means one dwelling unit on an
33 internal lot within a townhouse development designed exclusively
34 for occupancy by one family. A townhouse dwelling is located at
35 an internal lot line and attached to one or more other townhouse
36 dwellings. The first floor of a townhouse dwelling is at or near
37 ground level. A townhouse dwelling occupies the building area
38 from ground level to the roof with no townhouse dwelling located
39 above or below another townhouse dwelling.

40
41 "Trailer court" means any area or tract of land used or
42 designed to accommodate two or more automobile house trailers.

43

1 "Trailer park" means any area or tract of land used or
2 designed to accommodate two or more automobile house trailers.

3
4 "Transitional lot" means a residentially zoned lot a side
5 line of which forms a common boundary with contiguous property
6 zoned for either a higher density residential use or commercial
7 or industrial uses.

8
9 "Unlisted uses" means uses which are not specifically
10 named as permitted in any zone contained within this Title.

11
12 "Use" means the nature of the occupancy, the type of
13 activity, or the character and form of improvements to which
14 land is devoted or may be devoted.

15
16 "Variance" means an adjustment in the application of the
17 specific regulations of this Title to a particular piece of
18 property which property, because of special circumstances
19 applicable to it, is deprived of privileges commonly enjoyed by
20 other properties in the same vicinity and zone and which
21 adjustment remedies disparity in privileges.

22
23 "Vehicle" as used in this Title, means all
24 instrumentalities capable of movement by means of circular
25 wheels, skids, or runners of any kind, along roadways or paths
26 or other ways of any kind, specifically including, but not
27 limited to, all forms of automotive vehicles, buses, trucks,
28 cars and vans, all forms of trailers or mobile homes of any size
29 whether capable of supplying their own motive power or not,
30 without regard to whether the primary purpose of which
31 instrumentality is or is not the conveyance of persons or
32 objects, and specifically including all such automobiles, buses,
33 trucks, cars, vans, trailers, and mobile homes even though they
34 may be at any time immobilized in any way and for any period of
35 time of whatever duration.

36
37 "Zone" means an area accurately defined as to boundaries
38 and location on an official map and within which area only
39 certain types of land uses are permitted, and within which other
40 types of land uses are excluded, as set forth in this Title.

41
42 **Sec. 6. 18.01.0.060. Liability.** It is the
43 specific intent of this Title and procedures adopted under this

1 Title to place the obligation of complying with the requirements
2 of this chapter upon the permittee, and no provision is intended
3 to impose any duty upon the City, or any of its officers,
4 employees, or agents. Nothing contained in this Title is
5 intended to be or shall be construed to create or form the
6 basis for liability on the part of the City, or its officers,
7 employees, or agents, for any injury or damage resulting from
8 the failure of the permittee to comply with the provisions of
9 this Title, or by reason or in consequence of any act or
10 omission in connection with the implementation or enforcement of
11 this Title or any procedures adopted under this Title by the
12 City, its officers, employees, or agents.

13
14 **Sec. 7. 18.01.0070. Enforcement.** It shall be the
15 duty of the City Manager or the City Manager's designee to
16 enforce all provisions of this Title; provided, however, the
17 City Manager or the City Manager's designee is authorized to
18 delegate such authority by written administrative order.

19
20 **Sec. 8. 18.01.0080. Unauthorized use of structures or**
21 **land prohibited.** It shall be a violation of the City Zoning
22 Code (hereinafter "Code") for any person to use or cause to be
23 used any structure or land in a manner not specifically
24 authorized by the Code.

25
26 **Sec. 9. 18.01.090. Enforcement - Violation -**
27 **Penalty.**

28
29 (1) Violation. No person shall violate or fail to
30 comply with the provisions of this Title.

31
32 (2) Civil Infraction. A violation or a failure to
33 comply with the provisions of this Title is a civil infraction
34 and a violator may be penalized as is more specifically set
35 forth in chapter 1.24 Civil Infractions.

36
37 (3) Civil Violation and Penalty. A violation or a
38 failure to comply with the provisions of this Title is further a
39 civil violation and may be penalized and or abated as is set
40 forth in chapter 1.28 Civil Violations and Penalties.

41
42 (4) Criminal Penalty. In addition to or as an
43 alternative to any other penalty provided in this Title or by

1 law, a person convicted of a violation of this Title is guilty
2 of a gross misdemeanor. Upon conviction a person may also be
3 ordered to abate, discontinue or correct a violation of this
4 Title.

5
6 (5) Superior Court - Civil Action. In addition to or
7 an alternative to any other penalty provided in this Title or by
8 law, a violation or a failure to comply with the provisions of
9 this Title may be enforced by a civil action filed in King
10 County Superior Court in any manner allowed by law.

11
12 (6) Violation of Title 18 - Enforcement by Civil
13 Penalty. In addition to or as an alternative to any other
14 penalty provided in this Title or by law, a violation or a
15 failure to comply with the provisions of this Title may be
16 enforced as is set forth in sections 18.01.100 - 18.01.120
17 below.

18
19 **Sec. 10. 18.01.100. Enforcement by civil penalty -**
20 **Appeal.**

21
22 (1) Based on a citizen complaint or at the direction of
23 the City Manager or the City Manager's designee or the City
24 Council, the Planning, Building and Public Works Director shall
25 investigate any structure or use that is apparently in violation
26 of this Title, and if it is determined that a violation exists,
27 the Planning, Building and Public Works Director shall have a
28 notice of violation served upon the owner, tenant, or other
29 person responsible for the condition.

30
31 (2) The notice shall be served by personal service,
32 registered mail, or certified mail with return receipt requested
33 addressed to the last known address of the owner, tenant, or
34 other person responsible.

35
36 The notice of violation shall be posted at a conspicuous place
37 on the property. The notice shall state separately each
38 violation, contain a reasonable time for compliance, describe
39 the civil penalties for failure to comply, and the appeal
40 procedures.

41

1 (3) When calculating a reasonable time for compliance,
2 the Planning, Building and Public Works Director shall take into
3 consideration the following criteria:

- 4
5 (a) Type and degree of violation;
6
7 (b) Intent to comply if intent has been
8 expressed;
9
10 (c) Procedural requirements for obtaining a
11 permit to carry out corrective action;
12
13 (d) Complexity of corrective action;
14
15 (e) Any other circumstances beyond the control of
16 the responsible party.

17
18 (4) The Planning, Building and Public Works Director
19 may extend the date of compliance upon the receipt of a written
20 request from the responsible person prior to the date of
21 compliance.

22
23 (5) Any person affected by a notice of violation may
24 file a written appeal stating in what respects the decision of
25 the Planning, Building and Public Works Director is erroneous
26 and the specific grounds for reversal or modification of the
27 order. The appeal with the required filing fee shall be filed
28 with the City Clerk prior to 4:30 p.m. on the compliance date.
29 In the absence of a timely appeal, the findings of the Planning,
30 Building and Public Works Director contained in the notice of
31 violation shall be deemed true and final.

32
33 (6) Jurisdiction is granted to the Hearing Examiner to
34 hear and determine such appeals in accordance with the Hearing
35 Examiner Code. The Hearing Examiner may affirm, reverse, or
36 modify the decision of the Planning, Building and Public Works
37 Director; provided, that the standard of review specified by
38 DMMC 18.20.230 shall apply.

39
40 (7) In addition to any other sanction or remedial
41 procedure that may be available, any person failing to comply
42 with a final order of the Planning, Building and Public Works
43 Director, or, in the event of an appeal, the Hearing Examiner or

1 City Council, shall be subject to a cumulative penalty or
2 forfeiture in the amount of \$25.00 per day for each violation
3 from the date set for compliance in the final order until the
4 order is complied with; provided, however, the rate of daily
5 penalty shall double every six months, with a maximum daily
6 penalty of \$200.00 per day for single-family residential and
7 suburban estate zones, \$300.00 per day for commercial zones, and
8 \$500.00 per day for multiple residential zones, except that
9 owners of a single condominium unit shall be subject to a
10 maximum daily penalty of \$200.00; and provided further, that the
11 maximum cumulative penalty shall not exceed the greater of
12 \$10,000 or the then fair-market value of the property on the
13 date the violation or violations are perceived to exist; and
14 finally, provided, that the property owner shall be allowed to
15 claim a 90-day grace period from such daily penalties once in
16 any five-year period. Jurisdiction is granted to the Des Moines
17 Municipal Court to hear and determine applications for judgment,
18 and following entry of judgment, if any, the City shall pursue
19 collection thereof in any manner otherwise available for the
20 collection of judgments.

21
22 **Sec. 11. 18.01.110. Enforcement by criminal**
23 **penalties.**
24

25 (1) At the conclusion of steps (1) through (7) in DMMC
26 18.01.100, if the City Manager or the City Manager's designee
27 believes civil penalties are inadequate, he may direct the City
28 Attorney to initiate criminal proceedings.
29

30 (2) A violation of the provisions of DMMC 18.01.100 is
31 a criminal offense.
32

33 **Sec. 12. 18.01.120. Enforcement by superior court**
34 **civil action.** The City Manager or the City Manager's designee,
35 with the consent of the City Council, may seek legal or
36 equitable relief to enjoin any acts or practices and abate any
37 condition which constitutes or will constitute a violation of
38 the code when civil or criminal penalties are inadequate to
39 effect compliance.
40

41 **Sec. 13. 18.01.130. Severability.** The provisions of
42 this Title are severable. If any section, sentence, clause or
43 phrase of this Code is adjudged by a court of competent

jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of the Code.

Sec. 14. 18.01.140. Appeal. Appeals of decisions made pursuant to this Title shall be as set forth in the applicable chapter and pursuant to chapter 18.20 DMMC.

Chapter 18.05
Comprehensive Plan and Map; Zoning Classifications, Uses Permitted, and Provisions Applicable to All Zones

Sections:

18.05.010	Title.
18.05.020	Application.
18.05.030	Purpose.
18.05.040	Authority.
18.05.050	Preferred land use map designation.
18.05.060	Adoption of comprehensive plan.
18.05.070	Comprehensive plan filed and maintained in the office of the City Clerk.
18.05.080	Names of zones.
18.05.100	If only one building on a lot or building site, it constitutes a main building.
18.05.110	Zone of unlisted uses and clarification of ambiguity.
18.05.120	Uncertainty of boundaries.
18.05.130	Property not zoned.
18.05.140	Classification of rights-of-way.
18.05.150	Lot area requirement symbol.
18.05.160	Limitation of land use.
18.05.170	Individual lot on building site is unit of application.

Sec. 15. 18.05.010. Title. This chapter shall be entitled "Comprehensive Plan and Map; Zoning Classifications, and Provisions Applicable to all Zones."

Sec. 16. 18.05.020. Application. This chapter shall apply to all zoning in the City of Des Moines and all zoning actions as specified in this Title.

1 **Sec. 17. 18.05.030. Purpose.** This chapter adopts the
2 comprehensive plan and land use maps, and sets forth the zoning
3 classifications for the City of Des Moines and general
4 provisions applicable to such classifications.
5

6 **Sec. 18. 18.05.040. Authority.** This chapter is
7 adopted pursuant to the authority set forth in DMMC 18.01.040.
8

9 **Sec. 19. 18.05.050. Preferred land use map**
10 **designation.** The map filed in the City Clerk's office and
11 marked Exhibit "B" to Ordinance No. 1469 and adopted
12 November 12, 2009, as amended by Exhibit "B" to Ordinance No.
13 1528, is amended as described in Exhibit "B" to Ordinance No.
14 1551, and constitutes the comprehensive land use map, also
15 referred to as the preferred land use map, for the City. The map
16 referenced herein supersedes all previously adopted preferred
17 land use maps.
18

19 **Sec. 20. 18.05.060. Adoption of Comprehensive Plan.**
20 The document consisting of 11 chapters, entitled "2009 City of
21 Des Moines Comprehensive Plan," and attached as Exhibit "A" to
22 Ordinance No. 1469 is adopted by reference and constitutes the
23 comprehensive plan for the City.
24

25 **Sec. 21. 18.05.070. Comprehensive Plan filed and**
26 **maintained in the office of the City Clerk.** The City Clerk
27 shall file, maintain, and make available for public inspection
28 the City of Des Moines Comprehensive Plan adopted by the
29 ordinance codified in this chapter.
30

31 **Sec. 22. 18.05.080. Names of zones.** To accomplish
32 the purpose of this Title, the following use zones are
33 established and regulations are set forth therein defining the
34 permissible uses, the height and bulk of buildings, the area of
35 yards and other open spaces about buildings, and the density of
36 population; such zones are known as follows:
37

38 (1) Residential Zones.
39

40 (a) Single-Family Residential Zones.
41
42

1 (i) RS-15,000 Residential: Single-Family
2 15,000;
3
4 (ii) RS-9,600 Residential: Single-Family
5 9,600;
6
7 (iii) RS-8,400 Residential: Single-Family
8 8,400;
9
10 (iv) RS-7,200 Residential: Single-Family
11 7,200;
12
13 (v) RS-4,000 Residential: Single-Family
14 4,000.

15
16 (b) R-SE Residential: Suburban Estate;
17 R-SR Residential: Suburban Residential
18

19 (c) Multifamily Residential Zones.
20

21 (i) RA-3,600 Residential: Attached
22 Townhouse and Duplex 3,600;
23
24 (ii) RM-2,400 Residential: Multifamily
25 2,400;
26
27 (iii) RM-1,800 Residential: Multifamily
28 1,800;
29
30 (iv) RM-900 Residential: Multifamily 900;
31
32 (v) RM-900A Residential: Multifamily 900A;
33
34 (vi) RM-900B Restricted Service Zone;
35
36 (vii) PR-R Pacific Ridge Residential.
37

38 (2) Commercial Zones.
39

40 (a) N-C Neighborhood Commercial;
41

42 (b) I-C Institutional Campus;
43

- (c) B-C Business Commercial;
- (d) B-P Business Park;
- (e) C-C Community Commercial;
- (f) D-C Downtown Commercial;
- (g) C-G General Commercial;
- (h) H-C Highway Commercial;
- (i) PR-C Pacific Ridge Commercial

Sec. 23. 18.05.100. If only one building on a lot or building site, it constitutes a main building. Any building which is the only building on a lot or building site is a main building unless otherwise authorized by variance. No accessory building or use is allowed on a lot or building site unless the primary use to which it is accessory exists on the same lot or building site.

Sec. 24. 18.05.110. Zone of unlisted uses and clarification of ambiguity.

(1) In creating zones, the City Council has considered the characteristics of uses which make them comparable, compatible, or similar. The City Council recognizes that it is not possible to enumerate and classify every use to which land may be devoted, either now or in the future, and that ambiguity may exist with reference to the appropriate and consistent zone of a use. Therefore:

(a) When any known and identifiable use is not listed as a permissible use in any zone; or

(b) When any use has now come into existence by reason of any technical development in the trades, sciences, and equipment; or

(c) When any use already listed in the zone which, because of any process, equipment, or materials used, possesses different performance standards than those which are

1 usually associated with the uses in the zone as presently
2 classified and which, therefore, makes it reasonable that such a
3 use should be placed in the more restrictive zone.

4
5 (2) It shall be the responsibility and duty of the
6 Planning, Building and Public Works Department to ascertain all
7 pertinent facts relating to any such use and make what it deems
8 to be the appropriate recommendation for zoning. Any proceedings
9 under this section shall be processed as an amendment.

10
11 **Sec. 25. 18.05.120. Uncertainty of boundaries.** Where
12 uncertainty exists as to the boundaries of any zone shown upon
13 the zoning map or any part or unit thereof, the following rules
14 shall apply:

15
16 (1) Where such boundaries are indicated as
17 approximately following street or alley lines or lot lines, such
18 lines shall be construed to be such boundaries;

19
20 (2) In the case of unsubdivided property, and where a
21 zone boundary divides such property, the location of such
22 boundaries, unless the same are indicated by dimensions, shall
23 be determined by use of the scale appearing on the zoning map;

24
25 (3) Where a public street or alley is officially
26 vacated or abandoned, the area comprising such vacated street or
27 alley shall acquire the zone of the property to which it
28 reverts;

29
30 (4) Where a lot subdivided and recorded subsequent to
31 the zoning of the area in which it is located becomes so placed
32 that it is unequally bisected longitudinally by the boundary
33 lines of different zones, the zone boundary shall be considered
34 as following the lot lines of the lot in such manner as to place
35 the lot wholly in that zone which applies to the major portion
36 of the lot;

37
38 (5) Where property abuts a lake, river, or body of
39 water, the zone shall extend to the inner harbor line and where
40 no harbor line exists, to a line which the Corps of Engineers
41 would define as the line of navigability;

42

1 (6) Where a lot is equally bisected longitudinally by a
2 zone boundary line, the total lot shall acquire the most
3 restrictive zone and the highest area requirement of the two
4 zones involved;

5
6 (7) Where a lot is bisected by the boundary line
7 between two zones and such boundary line parallels or
8 approximately parallels the street on which such lot fronts, the
9 total area of such bisected lot shall acquire the same zone
10 requirement as the front portion of the lot. This provision
11 shall not apply to through lots.

12
13 **Sec. 26. 18.05.130. Property not zoned.** Any property
14 which, for any reason other than the fact that it is a right-of-
15 way of a street, alley, or railroad, is located within an
16 adopted part of the zoning map but is not designated as being
17 zoned shall be deemed to be zoned RS-15,000.

18
19 **Sec. 27. 18.05.140. Classification of rights-of-way.**
20 Areas of streets or alleys and railroad rights-of-way, other
21 than such as are designated on the zoning map as being
22 classified in one of the zones provided in this Title, shall be
23 deemed to be unclassified and, in the case of streets, permitted
24 to be used only for street purposes as defined by law, and in
25 the case of railroad rights-of-way, permitted to be used solely
26 for the purpose of accommodating tracks, signals, other
27 operating devices, the movement of rolling stock, public utility
28 lines, and facilities accessory to and used directly for the
29 delivery, distribution, or rendering of services to bordering
30 land uses.

31
32 **Sec. 28. 18.05.150. Lot area requirement symbol.** In
33 the Single-Family Residential Zone where a number follows the
34 indicated zone on the zoning map such number shall indicate
35 which of the minimum lot area, yards, and open spaces required
36 in the zone applies to the properties involved.

37
38 **Sec. 29. 18.05.160. Limitation of land use.** Except
39 as provided in this Title, no building or structure shall be
40 erected, reconstructed, or structurally altered, nor shall any
41 building, structure, or land be used for any purpose except as
42 specifically provided in this Title and allowed in the zone in
43 which such building, land, or use is located.

1
2 **Sec. 30. 18.05.170. Individual lot on building site**
3 **is unit of application.** Unless otherwise specifically stated in
4 this Title, an individual lot or building site as each is
5 defined in this Title is intended to be the unit to which all of
6 the provisions, requirements, permitted uses, yards, and open
7 spaces apply.
8
9

10 **Chapter 18.10**
11 **Official Zoning Map**
12

13 **Sections:**

14 18.10.010 Title.
15 18.10.020 Application.
16 18.10.030 Purpose.
17 18.10.040 Authority.
18 18.10.050 Adoption of official zoning map.
19 18.10.060 Interpretation and regulation.
20

21 **Sec. 31. 18.10.010. Title.** This chapter shall be
22 entitled "Official Zoning Map."
23

24 **Sec. 32. 18.10.020. Application.** This chapter shall
25 apply to all zoning in the City of Des Moines and all zoning
26 actions as specified in this Title.
27

28 **Sec. 33. 18.10.030. Purpose.** This chapter adopts the
29 official zoning map for the City of Des Moines.
30

31 **Sec. 34. 18.10.040. Authority.** This chapter is
32 adopted pursuant to the authority set forth in DMMC 18.01.040.
33

34 **Sec. 35. 18.10.050. Adoption of official zoning map.**
35 The map filed in the City Clerk's office and marked Exhibit "A"
36 to Ordinance No. 1576 and adopted September 12, 2013,
37 constitutes the zoning map for the City. The map referenced
38 herein supersedes all previously adopted maps. If the
39 designations of the map are found to be in conflict with other
40 land use designations, the map is deemed to control.
41

42 **Sec. 36. 18.10.060. Interpretation and regulation.**
43 The description of the land use zones and the establishment of

these zones as shown on the map are to be interpreted and regulated by the text portions of this Title.

Chapter 18.15

Nonconforming Buildings and Uses

Sections:

- 18.15.010 Title.
- 18.15.020 Application.
- 18.15.030 Purpose.
- 18.15.040 Authority.
- 18.15.050 Effect of removal or destruction of nonconforming buildings.
- 18.15.060 Reconstruction of buildings partially destroyed or damaged.
- 18.15.070 Structural alteration or enlargement of nonconforming buildings.
- 18.15.080 Required conformance of existing uses required to be in entirely enclosed building.
- 18.15.090 Required conformance to exterior improvements.
- 18.15.100 Continuation of nonconforming use in a nonconforming building.
- 18.15.110 Abatement of nonconforming uses.
- 18.15.120 Nonconforming churches may alter or expand.
- 18.15.130 Residences and dwelling units in commercial zones nonconforming.
- 18.15.140 Dwelling units in commercial zones nonconforming.

Sec. 37. 18.15.010. Title. This chapter shall be entitled "Nonconforming Buildings and Uses."

Sec. 38. 18.15.020. Application.

(1) The foregoing regulations set forth in this Title shall be subject to the general provisions, conditions, and exceptions contained in this chapter.

(2) The provisions of this chapter shall apply to buildings, structures, land, and uses which become nonconforming as a result of the application of this Title to them, or from classification or reclassification of the property under this Title or any subsequent amendments thereto. If a use originally

1 authorized by a variance, conditional use permit, or other valid
2 use permit prior to August 3, 1964, is located within a zone in
3 which such use is not permitted by the terms of this Title, such
4 use shall be a nonconforming use. Uses validly established prior
5 to August 3, 1964, shall not be deemed nonconforming only
6 because of failure to secure a conditional use permit required
7 under this Title.

8
9 **Sec. 39. 18.15.030. Purpose.** This chapter regulates
10 legal nonconforming lots, structures, uses, and other
11 development situations, which were made nonconforming through
12 the adoption of, or amendments to, this Code. This chapter also
13 specifies those circumstances, conditions, and procedures under
14 which such nonconformities may be permitted to continue, expand,
15 or be modified.

16
17 **Sec. 40. 18.15.040. Authority.** This chapter is
18 adopted pursuant to the authority set forth in DMMC 18.01.040.

19
20 **Sec. 41. 18.15.050. Effect of removal or destruction**
21 **of nonconforming buildings.**

22
23 (1) Except as provided in subsection (2) of this
24 section, if any nonconforming building is, in the judgment of
25 the Planning, Building and Public Works Director, removed,
26 destroyed by means to an extent of more than 50 percent of its
27 replacement cost at time of destruction, every future building
28 constructed, reconstructed or otherwise permitted to remain on
29 the land on which the building was located shall conform to the
30 provisions of this Title. The Planning, Building and Public
31 Works Director may issue written notice to owners of property
32 deemed to be subject to the provisions of this section. The
33 Planning, Building and Public Works Director's determination to
34 the extent of removal or destruction shall be considered a Type
35 I land use action, which is subject to appeal to the Hearing
36 Examiner as provided in DMMC 18.20.150.

37
38 (2) Reconstruction Conditions for Nonconforming Single-
39 Family and Condominium-Residential Buildings. In any residential
40 zone, nonconforming single-family residential buildings and
41 condominiums destroyed by catastrophe or disaster such as fire,
42 explosion, earthquake, flooding, etc., may be reconstructed as

1 existed prior to the catastrophic event, subject to the
2 following limitations:

3
4 (a) This subsection (2) shall not apply to
5 reconstruction necessitated by a criminal act involving the
6 property owner, including but not limited to arson.

7
8 (b) Reconstructed building height and lot
9 coverage shall not exceed pre-existing height and lot coverage
10 or the provisions of this Title, whichever is greater.

11
12 (c) Reconstructed yard areas shall not be less
13 than pre-existing yards or the provisions of this Title,
14 whichever is less.

15
16 (d) When new building area is proposed in
17 addition to reconstruction of a nonconforming building, the new
18 building area shall conform to the provisions of this Title.

19
20 (e) Reconstructed building area shall conform to
21 the requirements of Title 14 DMMC (Buildings and Construction).

22
23 **Sec. 42. 18.15.060. Reconstruction of buildings**
24 **partially destroyed or damaged.**

25
26 (1) Except as provided in subsection (2) of this
27 section, a nonconforming building damaged or partially destroyed
28 to the extent of not more than 50 percent of its market value at
29 the time of its destruction by fire, explosion, or other
30 casualty or act of God or the public enemy, may be restored and
31 the occupancy or use of such building or part thereof which
32 existed at the time of such partial destruction or damage may be
33 continued subject to all other provisions of this chapter.

34
35 (2) In a Single-Family Residential Zone, nonconforming
36 single-family residential buildings partially destroyed by
37 catastrophe or disaster such as fire, explosion, earthquake,
38 flooding, etc. may be reconstructed as existed prior to the
39 catastrophic event, subject to the following limitations:

40
41 (a) This subsection shall not apply to
42 reconstruction voluntarily initiated by the property owner.

43

1 (b) Reconstructed building height and lot
2 coverage shall not exceed pre-existing height and lot coverage
3 or the provisions of this Title, whichever is greater.
4

5 (c) Reconstructed yard areas shall not be less
6 than pre-existing yards or the provisions of this Title,
7 whichever is less.
8

9 (d) When new building area is proposed in
10 addition to partial reconstruction of a nonconforming building,
11 the new building area shall conform to the provisions of this
12 Title.
13

14 (e) Reconstructed building area shall conform to
15 the requirements of Title 14 DMMC (Buildings and Construction).
16

17 **Sec. 43. 18.15.070. Structural alteration or**
18 **enlargement of nonconforming buildings.**
19

20 (1) Unless otherwise specifically provided in this
21 Title, nonconforming buildings may not be enlarged or
22 structurally altered unless an enlargement or structural
23 alteration makes the building more conforming, or is required by
24 law; however, where a building or buildings and customary
25 accessory buildings are nonconforming only by reason of
26 substandard yards, open spaces, area, or height, the provisions
27 of this Title prohibiting structural alterations or enlargements
28 shall not apply; provided, any structural alterations or
29 enlargements of an existing building under such circumstances
30 shall not increase the degree of nonconformity and any
31 enlargements or new buildings and structures shall observe the
32 yards and open spaces required.
33

34 (2) Structural alterations may be permitted if
35 necessary to adapt a nonconforming building to new technologies
36 or equipment pertaining to uses housed in such building. Any
37 enlargement necessary to adapt to new technologies shall be
38 authorized only by a variance.
39

40 (3) Upkeep, repairing, and maintenance of nonconforming
41 buildings is permitted.
42

1 **Sec. 44. 18.15.080. Required conformance of existing**
2 **uses required to be in entirely enclosed building.** Where this
3 Title requires a use to be contained within an entirely enclosed
4 building as such term is defined in this Title, and a use
5 existing on August 3, 1964, is not in an entirely enclosed
6 building, the building or structure containing such use shall be
7 made to conform to the requirements of this Title with respect
8 to such enclosure within a period of not more than three years
9 from the date of notification as required in DMMC 18.15.110.

10
11 **Sec. 45. 18.15.090. Required conformance to exterior**
12 **improvements.** Where a use exists on August 3, 1964, and such
13 use is nonconforming only because it does not meet the
14 requirements of this Title with respect to improvement of
15 outside areas used for storage, parking, or outside activities,
16 or if the property on which any use is located has a property
17 line common with residential property and no wall, fence, or
18 hedge exists on such property line where required by this Title,
19 such use shall be made to conform to the requirements of this
20 Title with respect to such features within a period of not to
21 exceed two years from the date of notification as required in
22 DMMC 18.15.110.

23
24 **Sec. 46. 18.15.100. Continuation of nonconforming use**
25 **in a nonconforming building.**

26
27 (1) A nonconforming use in a nonconforming building may
28 be continued, and may be expanded or extended throughout such
29 building so long as such nonconforming building remains
30 nonconforming; provided, no structural alterations or additions
31 are made except those that may be required by law or which are
32 specifically permitted in this chapter. A nonconforming use in a
33 nonconforming building may be changed to another use of the same
34 or more conforming zone.

35
36 (2) The permission to continue the nonconforming use in
37 a nonconforming building shall not apply where the building is
38 nonconforming only by reason of substandard yards, open space,
39 area, or height, in which case the use shall be abated in the
40 same manner as provided in DMMC 18.15.110.
41

1 **Sec. 47. 18.15.110. Abatement of nonconforming uses.**
2 Nonconforming uses of land, buildings, or structures shall be
3 subject to abatement as follows:

4
5 (1) By resolution of the City Council, the Hearing
6 Examiner shall be directed to conduct a public hearing, which
7 shall be evidentiary in nature, to take testimony relative to
8 abatement schedules for any class of nonconforming use. The
9 Hearing Examiner shall schedule a public hearing within 45 days
10 of receipt of such resolution. Notice of the public hearing
11 shall be given by publication in the official newspaper of the
12 City not less than 15 days prior to the scheduled hearing date
13 and by mailing an appropriate notice, by certified mail, within
14 15 days of the hearing date to the owner of record and to the
15 occupant/tenant of real property which may be affected by the
16 proceedings. Thereafter, the Hearing Examiner shall conduct a
17 public hearing and evidentiary hearing in general conformity
18 with the Hearing Examiner Code. At the conclusion of the
19 hearing, the Hearing Examiner shall transmit findings and
20 recommendations to the City Council. Such findings and
21 recommendations shall be based on the factors described in
22 subsection (3) of this section.

23
24 (2) Upon receipt of the findings and recommendations of
25 the Hearing Examiner, the City Council shall set a public
26 hearing to consider the issue, giving again such public notice
27 as is described in subsection (1) of this section. Abatement
28 proceedings shall not be subject to the one open record public
29 hearing requirement for a proposed land use action specified in
30 chapter 18.20 DMMC (Land Use Review Procedures). All persons
31 wishing to be heard shall be heard; provided, however, testimony
32 and evidence may not go beyond the scope of that presented to
33 the Hearing Examiner. Following such public hearing, the City
34 Council shall adopt by ordinance an appropriate abatement period
35 for the nonconforming use.

36
37 (3) The period of abatement for a nonconforming use
38 shall be determined by providing a sufficient residue of
39 reasonable use through "amortization of nonconforming uses."
40 Factors that may be considered in establishing the abatement
41 period through amortization are investment of the property
42 owner, estimated remaining economic life of investment,
43 depreciated value from federal income tax records, value and

1 condition of the improvement, nature of the use, possibility of
2 alternative uses that conform or that are more conforming,
3 degree of incompatibility of the use with current zoning, impact
4 of the use on other uses in the area where it is located,
5 existence or nonexistence of a lease and contingency clauses
6 permitting lease termination, and such other factors that tend
7 to permit the nonconforming user to amortize investment during
8 the period of permitted nonconformity, bearing in mind that the
9 public interest in eliminating undesirable nonconforming uses is
10 sufficient to justify the reduction of property value.

11
12 **Sec. 48. 18.15.120. Nonconforming churches may alter**
13 **or expand.** Nonconforming churches may be structurally altered
14 or enlarged; provided, the requirements of this Title for off-
15 street parking shall be met and maintained for any seating
16 capacity in excess of that which existed immediately prior to
17 the alterations or additions whether provided by additional
18 seats in the nave or by additional floor space to be used
19 simultaneously for assembly purposes if there are no fixed
20 seats.

21
22 **Sec. 49. 18.15.130. Residences and dwelling units in**
23 **commercial zones nonconforming.** Residential buildings and
24 buildings containing dwelling units on the ground floor existing
25 in commercial zones on August 3, 1964, shall be considered as
26 nonconforming buildings but, as such, shall be subject only to
27 those provisions of this chapter pertaining to abatement which
28 provide that a nonconforming building removed or destroyed shall
29 not be replaced by other than a conforming building, that the
30 nonconforming building may not be enlarged or expanded unless
31 such enlargement or expansion makes the building more
32 conforming, and that the degree of nonconformity may not be
33 increased by changing to a less restrictive residential use.

34
35 **Sec. 50. 18.15.140. Dwelling units in commercial**
36 **zones nonconforming.** Dwelling units in commercial zones
37 existing on February 4, 1985, shall be considered nonconforming
38 uses and shall be subject to DMMC 18.15.130, governing
39 nonconforming residential uses in commercial zones; provided,
40 however, should any dwelling unit or building containing a
41 dwelling unit be damaged or destroyed by fire, explosion, or
42 other casualty or act of God or the public enemy, it may be

1 restored and the occupancy or use which existed at the time of
2 such damage or destruction may be continued.

3
4
5 **Chapter 18.20**
6 **Land Use Review Procedures**
7

8 **Sections:**

9	18.20.010	Title.
10	18.20.020	Application.
11	18.20.030	Purpose.
12	18.20.040	Authority.
13	18.20.050	Concurrent review.
14	18.20.060	Exempt actions.
15	18.20.070	Land use classifications.
16	18.20.080	Project review.
17	18.20.080A	Project review chart.
18	18.20.090	Application forms, timelines and fees.
19	18.20.100	Pre-application meetings.
20	18.20.110	Acceptance for vesting.
21	18.20.120	Notice of complete application.
22	18.20.130	Public notice of proposed land use action.
23	18.20.140	Staff reports.
24	18.20.150	Review process for Type I land use action.
25	18.20.160	Appeal from administrative decisions - Time for
26		filing - Substantial weight requirement - Standard
27		of review - Failure to exhaust administrative
28		remedies.
29	18.20.170	Review process for Type II land use action.
30	18.20.180	Review process for Type III land use action.
31	18.20.190	Review process for Type IV land use action.
32	18.20.200	Review process for Type V land use action.
33	18.20.210	Review process for Type VI land use action.
34	18.20.220	Written report or decision.
35	18.20.230	Procedures for open record public hearings.
36	18.20.240	Procedures for closed record appeal hearings.
37	18.20.250	Reconsideration.
38	18.20.260	Remand.
39	18.20.270	Final decision.
40	18.20.280	City Council action on appeal from Hearing Examiner
41		- Procedure - Burden of proof - Criteria to affirm,
42		modify, reverse, or remand.
43	18.20.290	Appeal from decision of the City Council.

1 18.20.300 Appeal fees.
2 18.20.310 Establishment of rules for conduct of hearings.
3 18.20.320 Limitations on refiling of applications.
4 18.20.330 Records.
5 18.20.340 Setting of hearings.
6 18.20.350 Hearings may be continued without public notice.
7 18.20.360 Withdrawal of application or petition - Effect -
8 Refund of fees.
9

10 **Sec. 51. 18.20.010. Title.** This chapter shall be
11 entitled "Land Use Review Procedures."
12

13 **Sec. 52. 18.20.020. Application.** This chapter shall
14 apply to the processing and appeal of all land use actions as
15 defined by RCW 36.70B.030 unless specifically excluded herein.
16

17 **Sec. 53. 18.20.030. Purpose.** The purpose of this
18 chapter is to establish standard procedures for land use and
19 related development decisions made by the City of Des Moines.
20 The procedures are designed to promote timely and informed
21 public participation, eliminate redundancy in the application,
22 land use review, and appeal processes, minimize delay and
23 expense, and result in land use actions that further the City
24 goals, policies, and strategies as set forth in the City of Des
25 Moines Comprehensive Plan. As required by RCW 36.70B.060, these
26 procedures provide for an integrated and consolidated land use
27 review process. The procedures integrate the environmental
28 review process specified in Title 16 DMMC (Environment) with the
29 procedures for land use actions specified in Title 14 DMMC
30 (Buildings and Construction), Title 17 DMMC (Subdivisions), and
31 Title 18 DMMC (Zoning), and provide for the consolidation of
32 appeal processes for land use actions.
33

34 **Sec. 54. 18.20.040. Authority.** This chapter is
35 adopted pursuant to the authority set forth in DMMC 18.01.040.

1
2 **Sec. 55. 18.20.050. Concurrent review.** Except when a
3 land use action is categorically exempt from SEPA, environmental
4 review shall be conducted concurrently with review of other
5 proposed land use actions requested by an applicant.

6
7 When a proposed development requires more than one land use
8 action, the applicant may request concurrent review of all
9 proposed land use actions.

10
11 **Sec. 56. 18.20.060. Exempt actions.**

12
13 (1) As authorized by RCW 36.70B.140(1), the following
14 land use actions are not subject to the provisions of RCW
15 36.70B.070, 36.70B.080, 36.70B.090, 36.70B.110, 36.70B.120, and
16 36.70B.130 because the City Council has determined that these
17 projects present special circumstances that warrant a review
18 process different from the process specified by this chapter:

- 19
20 (a) Business park master plans (DMMC 18.105.050);
21
22 (b) Street vacations and other actions relating
23 to use of public areas or facilities (Title 12 DMMC);
24
25 (c) Type VI land use actions (DMMC 18.20.210);
26 and
27
28 (d) Abatement of nonconforming uses (DMMC
29 18.15.110).

30
31 (2) As authorized by RCW 36.70B.140(2), the following
32 Type I land use actions shall not be subject to the provisions
33 of RCW 36.70B.060, 36.70B.110, 36.70B.120, and 36.70B.130:

- 34
35 (a) Lot line adjustments (chapter 17.25 DMMC).
36
37 (b) Construction permits required under Title 14
38 DMMC that are categorically exempt from environmental review
39 under chapter 16.05 DMMC (SEPA Rules), or for which
40 environmental review has been completed in conjunction with
41 other project permits.
42

Sec. 57. 18.20.070. Land use classifications. Land use actions are classified into six types, based upon the entity responsible for the decision, the amount of discretion exercised by the decision-maker, the degree of impact associated with the decision, the amount and type of public input sought, and the type of appeal available. The six categories of land use actions are as follows:

(1) Type I. Administrative decision made without legal requirement for public comment.

(2) Type II. Administrative decision made after legally required opportunity for public comment.

(3) Type III. Quasi-judicial and other decisions by Hearing Examiner made after legally required opportunity for public comment.

(4) Type IV. Quasi-judicial and other nonlegislative decisions by City Council made after legally required opportunity for public comment.

(5) Type V. Quasi-judicial and other nonlegislative decisions by City Council made without legal requirement for public comment.

(6) Type VI. Legislative decision by City Council made after legally required opportunity for public comment.

Sec. 58. 18.20.080. Project review.

(1) Specific types of project approval are categorized as is set forth in 18.20.080A Project Review Chart below.

18.20.080A Project Review Chart	Decision Maker	Applicable Code Section
Type I - Administrative land use decisions made without legal requirement for public comment	Planning, Building and Public Works Director	DMMC 18.20.150.160
Accessory living quarters (ALQ) development permit	Planning, Building and Public Works	DMMC 18.55.150

18.20.080A Project Review Chart	Decision Maker	Applicable Code Section
	Director	
Building height bonus	Planning, Building and Public Works Director	DMMC 18.15.060(2)
Comprehensive signage design plan permit	Planning, Building and Public Works Director	DMMC 18.200.120- 140
Lot line adjustment (exempt DMMC 18.20.060(2))	Planning, Building and Public Works Director	Chapter 17.25 DMMC
Sign permit	Planning, Building and Public Works Director	DMMC 18.200.060 and DMMC 18.200.080
Special use sign permit	Planning, Building and Public Works Director	DMMC 18.200.110
Construction permits required under Title 14 DMMC (Buildings and Construction) categorically exempt from SEPA (exempt DMMC 18.20.160(2))	Building Official	Title 14 DMMC

Design review decisions	Planning, Building and Public Works Director	DMMC 18.235.110- 120
Determination that action is categorically exempt	SEPA Official	DMMC 16.05.110
Reasonable use exceptions or determinations in environmentally critical areas.	Planning, Building and Public Works Director	Chapter 16.10 DMMC and DMMC 16.10.400
Interpretation of Title 12 DMMC (Sidewalks, Streets and Public Places), 14 DMMC (Buildings and Construction), Title 16 DMMC (Environment), Title 17 DMMC (Subdivisions), and Title 18 DMMC (Zoning)	Planning, Building and Public Works Director or Building Official as applicable.	Chapter 12.55 DMMC Chapter 14.30 DMMC Chapter 16.02 DMMC Chapter 17.02 DMMC Chapter 18.50 DMMC
Off-street parking permit	Planning, Building and Public Works Director	DMMC 18.215.060
Reduction of the minimum retail trade or personal business services requirements for mixed use developments	Planning, Building and Public Works Director	DMMC 18.115.050(9)(b)
Waiver of zoning requirements	Planning, Building and Public Works Director	DMMC 18.35.050
Street vacations and other actions relating to use of public areas or facilities (exempt DMMC 18.20.060(1))	Planning, Building and Public Works Director	Title 12 DMMC
Noise mitigation plan	Planning, Building and Public Works Director	DMMC 18.185.060

Landscaping site plans	Planning, Building and Public Works Director	DMMC 18.195.020(4)
Modification of same	Planning, Building and Public Works Director	18.195.420
Type II - Administrative land use decisions made after legally required opportunity for public comment	Planning, Building and Public Works Director	DMMC 18.20.170
Applications for small domestic animals, large domestic animals and bee review	City Manager or City Manager's Designee	Chapter 18.50 DMMC
Short subdivisions, preliminary approval	Planning, Building and Public Works Director	DMMC 17.05.060- 090 and DMMC 17.05.140- 210
Modified short subdivisions	Planning, Building and Public Works Director	DMMC 17.05.060- 090 and DMMC 17.05.140- 210
Alteration or vacation of binding site plan with no more than four lots	Planning, Building and Public Works Director	Chapter 17.20 DMMC
Alteration or vacation of short subdivision without public dedication	Planning, Building and Public Works Director	DMMC 17.20.050(2) and Chapter 17.05 DMMC
Binding site plan with no more than four lots	Planning, Building and Public Works Director	DMMC 17.20.050(2) and Chapter 17.30 DMMC
Determination of the adequacy of a final environmental impact statement	SEPA Official	Chapter 16.05.150-170 and DMMC 16.05.300- 320

Determination of nonsignificance (DNS) and mitigated DNS	SEPA Official	DMMC 16.05.140 and DMMC 16.05.300-320
Determination of significance (DS) (appeal by LUPA action only)	Planning, Building and Public Works Director	DMMC 16.05.320(4)(d)
Planning, Building and Public Works Director approval, conditional approval, or denial of a project based upon chapter 16.05 DMMC (SEPA rules)	Planning, Building and Public Works Director	DMMC 16.05.300- 320
Administrative decision made pursuant to chapter 16.15 DMMC Flood hazard areas	City Manager or the City Manager's designee	DMMC 16.15.170
Townhouse development with no more than four lots	Planning, Building and Public Works Director	DMMC 18.60.050(2) and DMMC 17.05.150
Shoreline substantial development permit revisions	Planning, Building and Public Works Director	DMMC 16.20.010
Exemptions from shoreline substantial development permit	Planning, Building and Public Works Director	DMMC 16.20.010
Environmentally critical area development exception	Hearing Examiner	DMMC 16.10.300
Type III - Quasi-judicial and other decisions by the Hearing Examiner made after legally required opportunity for public comment	Hearing Examiner	DMMC 18.20.180
Appeal of an administrative/land use decision	Hearing Examiner	DMMC 18.20.160
Conditional use permit	Hearing Examiner	Chapter 18.140 DMMC
Hearing Examiner approval, conditional approval or denial of a project based upon chapter 16.05 DMMC (SEPA)	Hearing Examiner	Chapter 16.05 DMMC

Modification of parking provisions by Hearing Examiner	Hearing Examiner	DMMC 18.215.070
Variance	Hearing Examiner	DMMC 18.35.070
Abatement of non-conforming uses (exempt DMMC 18.20.060(1))	Hearing Examiner	DMMC 18.15.110
Type IV - Quasi-judicial and other non-legislative decisions by the City Council made after legally required opportunity for public comment	City Council	DMMC 18.20.190
Zoning map amendments(site specific)	City Council	Chapter 18.30 DMMC
Subdivisions - preliminary plat approval	City Council	DMMC 17.10.130-200
Modified subdivision - preliminary	City Council	DMMC 17.15.060-090
Alteration or vacation of a subdivision - preliminary	City Council	DMMC 17.20.050 and chapter 17.10 DMMC
Alteration or vacation of a short plat with public dedication - preliminary	City Council	DMMC 17.20.050 and Chapter 17.05 DMMC
Alteration or vacation of a binding site plan with public dedication - preliminary	City Council	DMMC 17.20.050(b) and Chapter 17.10 DMMC
Alteration or vacation of binding site plan with more than 4 lots; not involving a public dedication - preliminary	City Council	DMMC 17.20.050(1) and Chapter 17.30 DMMC
Approval of business park master plan (exempt DMMC 18.20.060(1))	City Council	DMMC 18.105.050
Binding site plan with more than 9 lots, preliminary approval	City Council	DMMC 17.30.050(2), .090
Planned unit development, preliminary approval	City Council	Chapter 18.230 DMMC
Townhouse development with more than 9 lots	City Council	DMMC 18.50.050(3) and DMMC 17.10.120-170
City Council approval, conditional	City Council	Chapter 16.05

approval or denial of a project based upon chapter 16.05 DMMC		DMMC
Shoreline substantial development permit with an environmental impact statement	City Council	DMMC 16.20.010
Shoreline conditional use	City Council	DMMC 16.20.010
Shoreline variance	City Council	DMMC 16.20.010
Unclassified use permit	City Council	DMMC 18.20.190
Type V - Quasi-judicial and other non-legislative decisions by the City Council without requirement for public comment	City Council	DMMC 18.20.200
Final alteration or vacation of binding site plan with public dedication	City Council	DMMC 17.20.060, .070
Final alteration or vacation of binding site plan with more than four lots and not involving a public dedication	City Council	DMMC 17.20.060, .070
Final alteration or vacation of short subdivision with public dedication	City Council	DMMC 17.20.060, .070 and Chapter 17.05 DMMC
Final alteration or vacation of subdivision	City Council	17.20.060 DMMC and Chapter 17.10 DMMC
Final binding site plan with more than four lots	City Council	DMMC 17.30.070
Final modified short subdivision	City Council	DMMC 17.15.090
Final modified subdivision	City Council	DMMC 17.15.090
Final planned unit development	City Council	Chapter 18.230 DMMC
Final townhouse development with more than four lots	City Council	Chapter 18.60 DMMC
Subdivision - final plat	City Council	DMMC 17.10.240-270
Type VI - Legislative decisions made by the City Council made after legally required opportunity for public comment (exempt pursuant to DMMC 18.20.060(1))	City Council	DMMC 18.20.210
Area-wide rezones	City Council	DMMC 18.30.100

Comprehensive plan adoption or amendments	City Council	DMMC 18.25.050
Textual code amendment of Title 12, 14, 16 and 17 DMMC (Subdivisions) and Title 18 DMMC (Zoning)	Planning, Building and Public Works Director schedules public meeting before the City Council.	Chapter 17.45 DMMC and DMMC 18.30.100

Sec. 59. 18.20.090. Application forms, timelines and fees.

(1) All applications for land use actions and other City approvals specified in Title 12 DMMC (Streets, Sidewalks and Public Places), Title 14 DMMC (Buildings and Construction), Title 16 DMMC (Environment), Title 17 DMMC (Subdivisions), and Title 18 DMMC (Zoning) shall be submitted on the forms contained in Appendix A to this chapter and pursuant to the specific provisions of the DMMC identified above. All applications shall be authorized by the property owner.

(2) All applications shall be processed in such a manner that they may be heard, decided or extended by written agreement of the applicants by the appropriate body within the time periods set forth in the above-identified Titles from the date a completed application is filed, unless the delay is a result of the failure of the applicant to provide information required and necessary for review of the application.

(3) Fees for applications for land use actions should be as set forth in the Fee Resolution approved by the City Council.

Sec. 60. 18.20.100. Pre-application meetings.

(1) Informal pre-application meetings. Applicants for a land use action may participate in an informal meeting prior to submittal of the application for land use action or the formal pre-application meeting. The purpose of the meeting is to discuss, in general terms, the proposed land use action,

1 alternatives, required approvals, and the land use action
2 process.

3
4 (2) Formal pre-application meetings. Unless waived by
5 the Planning, Building and Public Works Director, potential
6 applicants or their designees are required to attend a formal
7 pre-application meeting for all Type III, Type IV, and Type VI
8 land use actions. The purpose of the meeting is to discuss the
9 nature of the proposed development, application and approval
10 requirements, fees, review process and schedule, and applicable
11 policies and regulations. As appropriate, the Planning, Building
12 and Public Works Director shall invite representatives of
13 affected agencies, such as other City departments and special
14 purpose districts, to attend any formal pre-application meeting.
15 This meeting requirement should be deemed waived in the event
16 the Planning, Building and Public Works Director or the
17 Planning, Building and Public Works Director's designee is
18 unavailable to meet within 10 days of a request for such
19 meeting.

20
21 **Sec. 61. 18.20.110. Acceptance for vesting.**
22

23 (1) An application for a proposed land use action shall
24 not serve to vest any development rights until the Planning,
25 Building and Public Works Director determines the application is
26 complete as specified by this Code.

27
28 (2) Applications found to include material errors shall
29 be deemed withdrawn and subsequent submittals shall be treated
30 as a new application and shall require a new application fee.

31
32 (3) Applicant-generated requests for revision(s), i.e.,
33 those requests which are not made in response to staff review or
34 public appeal, that result in a substantial change to the
35 proposed land use action, as determined by the Planning,
36 Building and Public Works Director, shall be treated as a new
37 application as of the date of receipt of the revision by the
38 Planning, Building and Public Works Department and shall require
39 a new application fee.
40

Sec. 62. 18.20.120. Notice of complete application.

(1) An application for land use action is complete for purposes of this section when it contains all of the following:

(a) A completed application form.

(b) All applicable fees.

(c) Written authorization of the property owner.

(d) A completed environmental checklist for projects subject to review under the State Environmental Policy Act (SEPA).

(e) Information required in applicable Titles of the Des Moines Municipal Code.

(2) Notice of complete application shall be provided as provided in RCW 36.70B.070.

(3) For the purposes of this section, applications will only be deemed "received" if filed during regular business hours with the appropriate department and date-stamped by a City official authorized to accept such applications.

(4) More than one request for additional information may be required by the Planning, Building and Public Works Director prior to the issuance of a notice of complete application. The Planning, Building and Public Works Director shall attempt to minimize the number of requests for additional information. The applicant shall attempt to provide the requested information in a complete and prompt manner.

Sec. 63. 18.20.130. Public notice of proposed land use action.

(1) Upon a determination that a complete application for a land use action has been filed, the Planning, Building and Public Works Director shall issue a notice of proposed land use action.

1 (2) The notice of proposed land use action shall be
2 provided as specified below and as set forth in DMMC 16.05.190-
3 260;

4
5 (3) Notice of hearing required.

6
7 (a) All applications to be heard by the Hearing
8 Examiner, except appeals of an administrative decision, require
9 public notice. Unless the ordinance governing the application
10 provides otherwise, written notice is mailed to all persons
11 entitled by this chapter to receive notice and notice is given
12 by at least one publication in the official newspaper of the
13 City not less than 15 days prior to the scheduled hearing date.
14 The form of the notice and the manner in which it is given shall
15 conform with the requirements of this chapter. The Hearing
16 Examiner may require or provide such additional notice as deemed
17 necessary to serve the public interest, including publication in
18 a newspaper of general circulation. The Planning, Building and
19 Public Works Department shall be responsible for ensuring that
20 appropriate public notice is given.

21
22 (b) Public information signs shall be installed,
23 as provided in chapter 16.05 DMMC (SEPA Rules).

24
25 (c) On appeals from administrative decisions
26 notice shall be required only to the administrator whose
27 decision is being appealed and the appellant.

28
29 (4) Notice of hearing - Content. Each public notice
30 required by this chapter shall contain at least the following
31 information:

32
33 (a) The date, time, and place of the hearing, as
34 designated by the Hearing Examiner, except legal holidays,
35 specified in DMMC 1.01.055;

36
37 (b) A legal description and common location
38 description of the property;

39
40 (c) A description of the proposed action;
41

1 (d) A statement that any person may appear or be
2 heard and that written comments will be accepted and made part
3 of the record;

4
5 (e) A statement that the hearing will be held
6 pursuant to the rules of procedure of the Hearing Examiner; and
7

8 (f) The name, address, and office telephone
9 number of the person within the Planning, Building and Public
10 Works Department or other City department from whom additional
11 information may be obtained.
12

13 (5) Persons entitled to notice.
14

15 (a) The Planning, Building and Public Works
16 Department shall cause written public notice to be mailed to all
17 owners of record of property located within 300 feet, exclusive
18 of public rights-of-way, of the property that is the subject of
19 the application, including any property that is contiguous and
20 under the same or common ownership and control.
21

22 (b) The Planning, Building and Public Works
23 Department shall cause written public notice to be mailed to:
24

25 (i) Any person who has made a written request to
26 receive such notice;
27

28 (ii) Any jurisdiction or government agency that
29 might have an interest in or be affected by a proposed action,
30 as determined by the Planning, Building and Public Works
31 Department.
32

33 (6) Notice of hearing - When given. Notices of hearings
34 required under this chapter shall be mailed or posted at least
35 15 days prior to the scheduled hearing date.
36

37 (7) Unless an open record public hearing is required,
38 public notice of a land use action is not required for a Type I
39 land use action or an action categorically exempt under chapter
40 16.05 DMMC.
41

42 (8) The notice of proposed land use action shall
43 indicate that a 15-day public comment period is provided.

1
2 (9) Written comment in response to a notice of proposed
3 land use action shall be provided to the Planning, Building and
4 Public Works Department during the 15-day public comment period.
5

6 (10) If allowed by chapter 197-11 WAC, notice of
7 proposed land use action may be combined with notice of proposed
8 DNS for the purpose of consolidating comment periods.
9

10 **Sec. 64. 18.20.140. Staff reports.**
11

12 (1) The Planning, Building and Public Works Department
13 shall coordinate and assemble the comments and remarks of other
14 City departments and make a written report on all applications.
15

16 (2) The report of the Planning, Building and Public
17 Works Department generally contains a description of the
18 proposed use, a summary of applicable zoning and plan
19 requirements and policies, other applicable requirements and
20 policies, recommended findings and conclusions relating to the
21 proposed use, a recommendation, and proposed conditions if the
22 recommendation is for approval.
23

24 (3) Where a hearing is required, at least seven days
25 prior to the scheduled hearing, the department shall file its
26 report with the hearing body and cause a copy to be mailed to
27 the applicant or the applicant's representative. A copy of the
28 report will be made available to any other person if the request
29 for the copy is made at least 24 hours prior to the scheduled
30 hearing.
31

32 (4) If a report is not available as provided in this
33 section, the hearing body may reschedule or continue the hearing
34 upon his or her own motion or upon the motion of a party, or the
35 hearing body may decide the matter without the report.
36

37 (5) Staff reports shall be consistent with RCW
38 36.70B.0606(5).
39

1 **Sec. 65. 18.20.150. Review process for Type I land**
2 **use action.**

3
4 (1) The Planning, Building and Public Works Director
5 may approve, approve with conditions, or deny a Type I land use
6 action without public notice.

7
8 (2) The decision of the Planning, Building and Public
9 Works Director shall be effective on the date issued.

10
11 (3) The Planning, Building and Public Works Director's
12 decision regarding a Type I land use action is appealable to the
13 Hearing Examiner for an open record public hearing as provided
14 in DMMC 18.20.220.

15
16 **Sec. 66. 18.20.160. Appeal from administrative**
17 **decisions - Time for filing - Substantial weight requirement -**
18 **Standard of review - Failure to exhaust administrative remedies.**

19 Any person or persons aggrieved by any administrative decision,
20 made under a provision of this Code which expressly provides
21 that such administrative decision is subject to review by the
22 Hearing Examiner, may seek review of such decision by the
23 Hearing Examiner by filing with the City Clerk a written notice
24 of appeal of an administrative decision within 10 days of the
25 decision that is being challenged. The City Clerk may reject or
26 dismiss any appeal sought to be filed by a person not given the
27 right to appeal under this code, or any incomplete appeal. An
28 appeal will be considered incomplete if it fails to satisfy the
29 requirements set forth above or if it does not provide at least
30 the following:

31
32 (1) Applicable filing fee, a schedule of which is
33 available by contacting the City Clerk;

34
35 (2) The appellant's name, address, telephone number and
36 fax line, and other information which would facilitate prompt
37 communications with the appellant;

38
39 (3) A copy of the administrative decision that is the
40 subject of the appeal;

41
42 (4) A detailed statement identifying specifically the
43 error of fact, law or procedure made by the administrative

1 decision-maker, and the effect(s) of the alleged error(s) on the
2 decision that is the subject of the appeal; and
3

4 (5) A statement of the redress sought by the appellant.
5 The administrative decision appealed shall be given substantial
6 weight by the Hearing Examiner. On any such appeal, the standard
7 of review shall be whether the administrative decision was
8 clearly erroneous based on a review of all evidence, or the
9 administrative decision was arbitrary or capricious. Failure of
10 a party to request review by the Hearing Examiner of an
11 administrative decision shall be a bar to any further judicial
12 review.
13

14 **Sec. 67. 18.20.170 Review process for Type II land use**
15 **action.** A notice of application is required for a Type II
16 action.
17

18 (1) Upon conclusion of the 15-day public comment
19 period, the Planning, Building and Public Works Director may
20 approve, approve with conditions, or deny a Type II land use
21 action subject to applicable public notice and appeal
22 provisions.
23

24 (2) The Planning, Building and Public Works Director's
25 decision regarding a Type II land use action shall be effective
26 on the date issued.
27

28 (3) Except as provided by subsections (4) and (5) of
29 this section, the Planning, Building and Public Works Director's
30 decision regarding a Type II land use action is appealable to
31 the Hearing Examiner for an open record public hearing as
32 provided in DMMC 18.20.220.
33

34 (4) A determination of significance (DS) is not
35 appealable to the Hearing Examiner or the City Council and may
36 be appealed by filing a land use petition with the superior
37 court of Washington for King County as provided by chapter
38 36.70C RCW.
39

40 (5) Within the Pacific Ridge area, a SEPA determination
41 is not appealable to the Hearing Examiner or the City Council
42 and may be appealed by filing a land use petition with the

1 superior court of Washington for King County as provided by
2 chapter 36.70C RCW.

3
4 **Sec. 68. 18.20.180. Review process for Type III land**
5 **use action.** A notice of application is required for a Type III
6 action.

7
8 (1) Upon conclusion of the 15-day comment period and
9 any applicable SEPA appeal period, the Hearing Examiner in an
10 open record public quasi-judicial hearing may approve, approve
11 with conditions, or deny a Type III land use action as specified
12 by chapter 18.240 DMMC (Hearing Examiner).

13
14 (2) The Hearing Examiner's decision regarding a Type
15 III land use action, other than an action for abatement of a
16 public nuisance pursuant to DMMC 18.15.110, is appealable to the
17 Superior Court of Washington for King County as specified by
18 chapter 18.240 DMMC (Appeals from decision of Hearing Examiner).

19
20 **Sec. 69. 18.20.190. Review process for Type IV land**
21 **use action.**

22
23 (1) Upon conclusion of the 15-day comment period and
24 any applicable SEPA appeal period, the City Council may approve,
25 approve with conditions, or deny a Type IV land use action upon
26 compliance with the procedural requirements of chapter 18.240
27 DMMC (Hearing Examiner Code).

28
29 (2) The City Council's decision regarding a Type IV
30 land use action is appealable to the Superior Court of
31 Washington for King County as specified by DMMC 18.20.280
32 (Appeal from decision of the City Council).

33
34 **Sec. 70. 18.20.200. Review process for Type V land**
35 **use action.**

36
37 (1) The City Council may approve, approve with
38 conditions, or deny a Type V land use action without public
39 notice other than the notice requirements for public meetings.

40
41 (2) The decision of the City Council shall be effective
42 on the date final action is taken during a public meeting, if no

1 other effective date is identified in the City Council action,
2 or as otherwise provided by law.

3
4 (3) The City Council's decision regarding a Type V land
5 use action is appealable to the Superior Court of Washington for
6 King County as specified by DMMC 18.20.280 (Appeal from decision
7 of the City Council).

8
9 **Sec. 71. 18.20.210. Review process for Type VI land**
10 **use action.**

11
12 (1) For textual code amendments, the Planning, Building
13 and Public Works Director may schedule a public hearing before
14 the City Council as provided in DMMC 18.60.120.

15
16 (2) Upon conclusion of the 15-day comment period, the
17 City Council may approve, approve with conditions, or deny a
18 Type VI land use action upon compliance with the procedural
19 requirements of chapter 18.60 DMMC (Amendments, Unclassified Use
20 Permits, Planned Unit Developments, and Appeals).

21
22 (3) Except for matters subject to review by the Central
23 Puget Sound Growth Management Hearings Board as provided by RCW
24 36.70A.280 as presently constituted or as may be subsequently
25 amended, the City Council's decision regarding a Type VI land
26 use action is appealable the Superior Court of Washington for
27 King County as specified by DMMC 18.20.280 (Appeal from decision
28 of the City Council).

29
30 **Sec. 72. 18.20.220. Written report or decision.** A
31 written report of the decisions identified above shall be
32 provided as required by RCW 36.70B.060 and 36.70B.130.

33
34 **Sec. 73. 18.20.230. Procedures for open record public**
35 **hearings.**

36
37 (1) Open record public hearings shall be conducted as
38 required by chapter 4.12 DMMC (City Council - Rules of
39 Procedure) and chapter 18.240 DMMC (Hearing Examiner) and other
40 applicable law.

41
42 (2) Written information received from the public or
43 other agencies shall be admitted to the record during the time

1 between the publication of the applicable public notice, and the
2 closing of the open record public hearing by the presiding
3 officer of the City Council hearing.

4
5 (3) Oral testimony from the public or other agencies
6 shall be admitted to the record during the time between the
7 opening and closing of the open record public hearing by the
8 presiding officer of the City Council hearing.

9
10 (4) Upon the closing of the open record public hearing
11 by the presiding officer of the City Council hearing, no
12 additional written information or oral testimony from the public
13 or other agencies will be accepted or considered.

14
15 **Sec. 74. 18.20.240. Procedures for closed record**
16 **appeal hearings.**

17
18 (1) Closed record appeal hearings shall be conducted in
19 accordance with chapter 4.12 DMMC (City Council - Rules of
20 Procedure) and chapter 18.240 DMMC (Hearing Examiner) and other
21 applicable law.

22
23 (2) Closed record public hearing shall be conditional
24 as required by RCW 36.70B.020, .060, .110 and .120 and RCW
25 43.21C.070 and all other applicable laws.

26
27 (3) Except as specified by procedures for
28 reconsideration or remand, no new evidence or testimony shall be
29 given or received during a closed record appeal hearing.
30 However, the parties to the appeal may submit written statements
31 limited to the issue(s) appealed.

32
33 **Sec. 75. 18.20.250. Reconsideration.** A party to a
34 public hearing or closed record appeal may seek reconsideration
35 of a final decision. Requests for reconsideration shall be
36 submitted and considered as specified by DMMC 18.240.240
37 (Hearing Examiner Decision), 18.20.250 (City Council Decision).
38

1 **Sec. 76. 18.20.270. Final decision.** When written
2 notice of a final decision is required, such notice shall be
3 provided as specified by RCW 36.70B.060, 36.70B.090, and
4 36.70B.130.
5

6 **Sec. 77. 18.20.280. City Council action on appeal**
7 **from Hearing Examiner - Procedure - Burden of proof - Criteria**
8 **to affirm, modify, reverse, or remand.**
9

10 (1) The City Council, in a closed record hearing, may
11 affirm, reverse, modify, or remand the decision of the Hearing
12 Examiner. The City Council may adopt all or portions of the
13 Hearing Examiner's findings and conclusions. No new testimony
14 shall be taken or new evidence accepted by the City Council,
15 except as provided for de novo consideration of a matter as
16 authorized by subsection (3) of this section. The decision of
17 the City Council shall be in writing in the City Council minutes
18 and shall contain modified or amended findings and conclusions
19 wherever such findings or conclusions are different from those
20 of the appealed decision. Each material finding shall be
21 supported by evidence in the record. The burden of proof with
22 regard to modification or reversal of the decision of the
23 examiner shall rest with the appellant. The decision of the
24 Hearing Examiner is to be given substantial weight by the City
25 Council.
26

27 (2) The procedure on appeal to the City Council shall
28 be as follows: The presiding officer shall at the onset
29 establish time limitations for oral argument by the appellant
30 and opponent to the appeal; provided, that the appellant may
31 reserve a portion of its time for rebuttal; and provided
32 further, that such time limitations shall not be less than 10
33 minutes per side. Such oral argument shall be confined to the
34 record and to any alleged errors therein or to any allegation of
35 irregularities in procedure before the Hearing Examiner. If the
36 City Council finds that:
37

38 (a) There has been substantial error; or
39

40 (b) The proceedings were materially affected by
41 irregularities in procedure; or
42

1 (c) The Hearing Examiner's decision was
2 unsupported by material and substantial evidence in view of the
3 entire record as submitted; or
4

5 (d) The Hearing Examiner's decision is in
6 conflict with the City's comprehensive plan; or
7

8 (e) Insufficient evidence was presented as to the
9 impact of the land use action on the surrounding area; or
10

11 (f) The appellant is seeking to enter information
12 that was not previously available for reasons beyond the control
13 of that party and that such information is more likely than not
14 to affect the outcome;
15

16 it may remand the matter for reconsideration before the Hearing
17 Examiner, or reject or modify the Hearing Examiner's decision;
18 provided, any rejection or modification of the Hearing
19 Examiner's decision shall be in the form of written findings and
20 conclusions by Council which are supported by evidence in the
21 record.
22

23 (3) For a Hearing Examiner decision that is not related
24 to a proposed land use action, the City Council may reject the
25 Hearing Examiner's decision and set a public hearing for a date
26 certain at which time the City Council will consider the
27 application de novo, or for any reason listed in the preceding
28 subsections (a), (b), (c), or (f) it may choose to modify the
29 Hearing Examiner's decision; provided, any such modification
30 shall be in the form of written findings and conclusions by
31 council which are supported by evidence in the record.
32

33 (4) Affirmance. If the City Council finds neither a
34 procedural nor a factual basis for the appeal and concludes that
35 there has been no substantial error in the Hearing Examiner's
36 decision, the City Council may adopt the findings of the Hearing
37 Examiner and affirm the decision of the Hearing Examiner.
38

39 (5) Reversal or remand modification.
40

41 (a) If the Council remands the decision to the
42 Hearing Examiner, it sets forth in the minutes its reasons and
43 the issues to be considered by the Hearing Examiner on remand.

1
2 (b) Within five days of the date of the council's
3 written remand order, the Hearing Examiner mails notice of the
4 council's decision, the date, time, and place of the remand
5 hearing, and the issues to be considered to all parties of
6 record. The Hearing Examiner holds a public hearing, limited to
7 the issues set forth in the council's order, within 30 days of
8 the date of the remand order.

9
10 (c) If the City Council finds a procedural or a
11 factual basis for the appeal and concludes that there has been a
12 substantial error in the Hearing Examiner's decision, the City
13 Council may adopt new findings and reverse or modify the
14 decision of the Hearing Examiner.

15
16 (6) The participation of the City Attorney or any
17 member of the Legal Department of the City in such appeal shall
18 be limited to that of legal advisor to the City Council.

19
20 **Sec. 78. 18.20.290. Appeal from decision of the City**
21 **Council.** If the decision of the City Council requires adoption
22 of an ordinance, the decision of the City Council shall be
23 considered final on the effective date of the ordinance.
24 Otherwise, the decision of the City Council shall be considered
25 final as of the date upon which the City Council casts its vote
26 to affirm, modify, or reverse the Hearing Examiner. The action
27 of the City Council, approving, modifying, or reversing a
28 decision of the examiner, shall be final and conclusive, unless
29 an aggrieved party, who was a party of record in the hearing
30 before the Examiner and City Council, files a land use petition
31 in the Superior Court of Washington for King County as specified
32 by chapter 36.70C RCW. [However, appeals from City Council
33 decisions on shoreline substantial development permits shall be
34 taken to the Shoreline Hearings Board pursuant to the provisions
35 of chapter 90.58 RCW]. For purposes of the land use petition
36 proceedings, the petitioner shall be responsible for
37 transcribing the record and bear the costs of the transcription.

38
39 **Sec. 79. 18.20.300. Appeal fees.** The fee for appeals
40 made pursuant to this chapter, excluding DMMC 18.20.280, shall
41 be set by administrative order of the City Manager or the City
42 Manager's designee and shall be payable in advance, provided:
43 (1) the City Manager or the City Manager's designee shall waive

1 such fees upon a finding of indigence according to standards
2 adopted by the Des Moines municipal court, and (2) the decision-
3 making body shall have discretion and jurisdiction to direct
4 that any fees paid shall be refunded to a prevailing appellant
5 upon a finding of just cause.

6
7 **Sec. 80. 18.20.310. Establishment of rules for**
8 **conduct of hearings.** The Hearing Examiner shall conduct
9 public hearings in accordance with the provisions of the Hearing
10 Examiner Code (DMMC 18.240).

11
12 **Sec. 81. 18.20.320. Limitations on refiling of**
13 **applications.** Upon final action in denying an application or
14 petition for an action permitted by the zoning code or upon the
15 verbal or written withdrawal of an application or petition
16 following convening of a public hearing, the Planning, Building
17 and Public Works Department shall not accept further filing of
18 an application for substantially the same property involving
19 substantially the same use within six months from the date of
20 final action or withdrawal.

21
22 **Sec. 82. 18.20.330. Records.** The City shall cause to
23 be kept a brief minute record of the proceeding. Such record,
24 applications filed pursuant to this Title, the written order or
25 motion showing the action and the reasons therefore and the
26 evidence of notice, and other material shall become a part of
27 the records of the City to which application is made. Provisions
28 for custody of such additional records or minutes may be adopted
29 by the City.
30

1 **Sec. 83. 18.20.350. Hearings may be continued without**
2 **public notice.** If, for any reason, testimony on any matter set
3 for public hearing, or being heard, cannot be completed on the
4 date set for such hearing, the person presiding at such public
5 hearing or meeting may, before adjournment or recess of such
6 matters under consideration, publicly announce the time and
7 place to, and at which, the hearing or meeting will be continued
8 and no further notice is required.
9

10 **Sec. 84. 18.20.360. Withdrawal of application or**
11 **petition - Effect - Refund of fees.** An application or petition
12 for an action permitted by the zoning code that is withdrawn
13 verbally or in writing is subject to the following provisions:
14

15 (1) If a verbal or written withdrawal request is made
16 prior to the convening of a public hearing, the withdrawal is
17 permitted as a matter of right and the limitation on refileing of
18 the application or petition as provided in DMMC 18.20.320 is
19 inapplicable.
20

21 (2) If a verbal or written withdrawal request is made
22 after the convening of a public hearing, the applicant is
23 prohibited from further filing of an application for
24 substantially the same property involving substantially the same
25 use for a period of six months from the date of withdrawal.
26

27 (3) The Planning, Building and Public Works Director
28 may authorize a full or partial refund of application or
29 petition fees. The amount of the refund is reduced in proportion
30 to the costs incurred by the City up to and including the date a
31 refund claim is made.
32

33 (4) A full refund of fees is granted only when the
34 withdrawal is caused by an error or omission on the part of the
35 City.
36

37 (5) A person claiming a refund must submit a statement
38 in writing to the Planning, Building and Public Works Director
39 giving the basis for the refund claim. Such statement shall be
40 made within 10 days of the acceptance of the withdrawal.
41
42

Chapter 18.25
Amendments to Comprehensive Plan

Sections:

18.25.010 Title.
18.25.020 Application.
18.25.030 Purpose.
18.25.040 Authority.
18.25.050 Amendment of comprehensive plan.
18.25.060 Initiation of amendment.
18.25.070 Development regulations to be consistent with and
implement the City of Des Moines Comprehensive
Plan.
18.25.080 Schedule for initiation and review of amendments.
18.25.090 Contents of application for amendment.
18.25.100 Decision criteria.

Sec. 85. 18.25.010. Title. This chapter shall be
entitled "Amendments to Comprehensive Plan."

Sec. 86. 18.25.020. Application. This chapter shall
apply to all amendments to the Comprehensive Plan.

Sec. 87. 18.25.030. Purpose. The purpose of this
chapter is to implement the goals and requirements of Chapter
36.70A RCW.

Sec. 88. 18.25.040. Authority. This chapter is
adopted pursuant to the provisions of chapters 35.63, 36A.63 and
36.70A RCW and other applicable laws.

Sec. 89. 18.25.050. Amendment of Comprehensive Plan.

(1) Amendment of the City of Des Moines Comprehensive
Plan shall be considered by the City Council no more frequently
than once every calendar year. Exceptions to this limitation are
as follows:

(a) The initial adoption of a subarea plan;

(b) The adoption or amendment of the shoreline
master program under the procedures set forth in chapter 90.58
RCW, as presently constituted or as may be subsequently amended;

1
2 (c) The amendment of the capital facilities
3 element that occurs concurrently with the adoption or amendment
4 of the City's budget; or
5

6 (d) Whenever an emergency exists as declared by the
7 City Council, or to resolve an appeal of a comprehensive plan
8 filed with the GMHB or court.
9

10 (2) All requests for amendment of the comprehensive
11 plan shall be considered by the City Council concurrently so the
12 cumulative effect of the various requests can be ascertained.
13

14 (3) The Planning, Building and Public Works Director
15 shall maintain a docket of amendments to be considered by the
16 City Council during the annual amendment of the comprehensive
17 plan.

18 (4) Requests for redesignation of property shall be
19 considered and the final decision rendered prior to City Council
20 consideration of any request for reclassification of the same
21 property.
22

23 **Sec. 90. 18.25.060. Initiation of amendment.**
24 Amendments to the City of Des Moines Comprehensive Plan may be
25 initiated as follows:
26

27 (1) Application by the owner(s) of property proposed
28 for redesignation;
29

30 (2) Adoption of a motion by the City Council directing
31 the Planning, Building and Public Works Department to initiate
32 the amendment; or
33

34 (4) The Planning, Building and Public Works Department
35 with the approval of the City Manager.
36

37 **Sec. 91. 18.25.070. Development regulations to be**
38 **consistent with and implement the City of Des Moines**
39 **Comprehensive Plan.**
40

41 (1) For the purpose of compliance with RCW
42 36.70A.040(3)(d), the development regulations contained in

1 Titles 12, 14, 16, 17 and 18 shall be consistent with and
2 implement the City of Des Moines Comprehensive Plan.

3
4 (2) Future amendments of City development regulations
5 shall be consistent with the City of Des Moines Comprehensive
6 Plan.

7
8 (3) Where the City of Des Moines Comprehensive Plan and
9 development regulations adopted by subsection (1) of this
10 section are in conflict the development regulations shall
11 prevail, or in the absence of applicable development
12 regulations, the goals, findings, policies and strategies of the
13 City of Des Moines Comprehensive Plan shall apply.

14
15 **Sec. 92. 18.25.080. Schedule for initiation and**
16 **review of amendments.**

17
18 (1) Applications for amendment of the City of Des
19 Moines Comprehensive Plan may be submitted to the Planning,
20 Building and Public Works Department between January 1st and
21 June 30th of each calendar year.

22
23 (2) Applications for amendment of the City of Des
24 Moines Comprehensive Plan that do not require an environmental
25 impact statement as determined by the Planning, Building and
26 Public Works Director shall be acted upon by the City Council
27 between September 1st and December 31st of the calendar year of
28 application. In the event the City Council cannot act upon the
29 applications for amendment by December 31st of the calendar
30 year, the City Council may extend its review to the following
31 calendar year.

32
33 (3) Applications for amendment of the City of Des
34 Moines Comprehensive Plan that require an environment impact
35 statement as determined by the Planning, Building and Public
36 Works Director may be acted upon by the City Council between
37 September 1st and December 31st of the year following completion
38 of the environmental impact statement.

39
40 (4) By resolution, the City Council may adopt an
41 alternative review schedule from the schedule specified by this
42 section for a particular calendar year.

Sec. 93. 18.25.090. Contents of application for amendment.

(1) Applications for amendment of the City of Des Moines Comprehensive Plan shall be submitted in writing to the Planning, Building and Public Works Department. Every application for amendment shall include all of the following information:

(a) A completed application form as provided by the Planning, Building and Public Works Director.

(b) For an amendment of the text of the City of Des Moines Comprehensive Plan, the requested change(s) shall be shown in legislative format (strikeouts and underlining).

(c) For an amendment of the preferred land use maps within the land use element, the request shall include a legal description of the subject property area and a parcel map identifying the subject property.

(d) An explanation of why the amendment is being proposed.

(e) The application fee as specified by the Planning, Building and Public Works Department fee schedule.

(2) The following information may also be required as determined by the Planning, Building and Public Works Director:

(a) A completed SEPA checklist with the applicable fee as specified by the Planning, Building and Public Works Department fee schedule.

(b) Property owner and tenant information as specified by DMMC 16.04.160(5) (Public notice procedure - Notice of DNS, mitigated DNS, or DS).

(c) One or more public notice signs as specified by DMMC 16.04.160(1) (Public notice procedure - Notice of DNS, mitigated DNS, or DS).

1 (d) One or more special studies, special public
2 notice provisions, or other information as necessary to review
3 and process the proposed amendment.
4

5 (3) Separate applications shall be required when the
6 proposed amendment addresses more than one issue or policy, as
7 determined by the Planning, Building and Public Works Director.
8

9 (4) The applicant shall be responsible for and may be
10 required to reimburse the City for administrative costs
11 associated with proposed amendments including special studies,
12 staff review, mapping, printing, public notice, etc., as
13 determined by the Planning, Building and Public Works Director.
14

15 (5) The Planning, Building and Public Works Director
16 may waive specific submittal requirements determined to be
17 unnecessary for review of an application.
18

19 (6) The Planning, Building and Public Works Director
20 with the approval of the City Manager or the City Manager's
21 designee may alter a privately initiated amendment relating to a
22 specific property in order to allow the consideration of nearby
23 property, similarly situated property, or area-wide impacts.
24

25 **Sec. 94. 18.25.100. Decision criteria.**
26

27 (1) Amendment of the City of Des Moines Comprehensive
28 Plan is a legislative action (Type VI land use action) and the
29 City Council shall be afforded the broadest possible discretion
30 during review of amendment requests. The City Council may
31 approve, approve with modifications, or deny any application for
32 amendment.
33

34 (2) The City Council may approve or approve with
35 modifications an amendment to the City of Des Moines
36 Comprehensive Plan when:
37

38 (a) The amendment would correct a technical
39 error; or
40

41 (b) The amendment addresses changing
42 circumstances or the needs of the City as a whole, and will
43 benefit the City as a whole; and

1
2 (c) All of the following conditions are
3 satisfied:

4
5 (i) The amendment is consistent with the
6 Growth Management Act.

7
8 (ii) The amendment is not inconsistent with
9 other elements or policies of the City of Des Moines
10 Comprehensive Plan.

11
12 (iii) The amendment will not adversely impact
13 community facilities and bears a reasonable relationship to
14 public health, safety, and welfare.

15
16 (iv) For amendments relating to a specific
17 property:

18
19 (A) The amendment is compatible with
20 adjacent land use and the surrounding development pattern as
21 existing or as specified by the City of Des Moines Comprehensive
22 Plan; and

23
24 (B) The subject property is suitable
25 for development as allowed by the development regulations of the
26 potential zone.

27
28 (3) During the review of a proposed amendment to the
29 City of Des Moines Comprehensive Plan, factors that may be
30 considered by the Planning, Building and Public Works Director
31 and the City Council include, but are not limited to, the
32 following:

33
34 (a) The effect upon the physical environment.

35
36 (b) The effect upon the economic environment.

37
38 (c) The effect upon the social environment.

39
40 (d) The effect upon open space, surface waters,
41 and environmentally critical areas.

42
43 (e) The effect upon parks of local significance.

(f) The effect upon historic and archaeological resources of local significance.

(g) The compatibility with an impact upon adjacent land uses and surrounding neighborhoods.

(h) The adequacy of and impact upon capital facilities, utilities, and public services.

(i) The quantity and location of land planned for the proposed land use type and density.

(j) The current and forecasted population in the area or City.

(k) The effect upon other aspects of the City or the City of Des Moines Comprehensive Plan.

Chapter 18.30
Amendments to the Zoning Code, Map
and Planned Unit Developments

Sections:

18.30.010	Title.
18.30.020	Application.
18.30.030	Purpose.
18.30.040	Authority.
18.30.050	Zoning Code may be amended.
18.30.060	Initiation of amendment.
18.30.070	Public hearing required.
18.30.080	Criteria for a site-specific rezone.
18.30.090	Decision of City Council.
18.30.100	Textual changes to Zoning Code or area-wide rezones.

Sec. 95. 18.30.010. Title. This chapter shall be entitled "Amendments to the Zoning Code, Map and Planned Unit Developments."

1 **Sec. 96. 18.30.020. Application.** This chapter shall
2 apply to all amendments of the Zoning Code, zoning map or
3 planned unit developments.

4
5 **Sec. 97. 18.30.030. Purpose.** This chapter sets for
6 the basis of and the process by which the Zoning Code, zoning
7 map and planned unit developments may be amended.

8
9 **Sec. 98. 18.30.040. Authority.** This chapter is
10 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
11 36.70A RCW and other applicable laws.

12
13 **Sec. 99. 18.30.050. Zoning Code may be amended.**
14 Whenever public necessity, convenience, and general welfare
15 require, the boundaries of the zones established on maps by this
16 Title, the zone of property uses in this Title, or other
17 provisions of this Title may be amended as follows:

18
19 (1) By the adoption of or the amendment of a zoning map
20 or maps; or

21
22 (2) By adoption of a planned unit development; or

23
24 (3) By amending the text of the Title.

25
26 **Sec. 100. 18.30.060. Initiation of amendment.**
27 Amendment to this Title and the zoning map of the City are
28 initiated as follows:

29
30 (1) Amendments to the zoning map of the City may be
31 initiated by:

32
33 (a) The verified application of one or more
34 owners of property which is proposed to be reclassified or
35 rezoned;

36
37 (b) Adoption of a motion by the City Council
38 directing the Planning, Building and Public Works Department to
39 initiate the amendment;

40
41 (c) The Planning, Building and Public Works
42 Department with the approval of the City Manager.

43

1 (2) In the case of textual changes to the Zoning Code,
2 in the manner provided in DMMC 18.30.100.

3
4 **Sec. 101. 18.30.070. Public hearing required.** The
5 City Council shall hold one public hearing before taking action
6 on any amendment to this Title, application for a planned unit
7 development, and notice of the hearing shall be given as
8 provided in chapter 18.20 DMMC.

9
10 **Sec. 102. 18.30.080. Criteria for a site-specific**
11 **rezone.** All site-specific zoning map amendment requests must
12 meet all of the following criteria:

13
14 (1) The amendment meets the concurrency requirements
15 set forth in chapter 36.70A RCW;

16
17 (2) The amendment is consistent with the Comprehensive
18 Plan;

19
20 (3) The amendment bears a substantial relation to the
21 public health, safety and welfare;

22
23 (4) The amendment is warranted in order to achieve
24 consistency with the Comprehensive Plan or because of a need for
25 additional property in the proposed zoning district
26 classification, or because the proposed zoning classification is
27 appropriate for reasonable development of the subject property;

28
29 (5) The property in question is adjacent and contiguous
30 (which shall include corner touches and property located across
31 a public right-of-way) to property of the same or higher zoning
32 classification;

33
34 (6) The amendment will not be materially detrimental to
35 uses or property in the immediate vicinity of the subject
36 property;

37
38 (7) The amendment has merit and value for the community
39 as a whole.

40
41 **Sec. 103. 18.30.090. Decision of City Council.**
42 Enactment of a resolution or ordinance by the City Council
43 approving a site-specific amendment to the Zoning Code or

1 planned unit developments, shall constitute final action. When
2 the action of the City Council is to deny a request for a site-
3 specific amendment to the Zoning Code or planned unit
4 development, the adoption of the motion shall constitute final
5 action. Written notice of the action shall be forwarded to the
6 Planning, Building and Public Works Department to be attached to
7 the permanent file of the case and the Planning, Building and
8 Public Works Department shall notify the applicant of the final
9 action of the City Council.

10
11 **Sec. 104. 18.30.100. Textual changes to Zoning Code or**
12 **area-wide rezones.** Amendments to this Title that constitute a
13 textual change or an area-wide rezone are made in the following
14 manner:

15
16 (1) As used in this section, unless the context or
17 subject matter clearly requires otherwise, "textual change"
18 means a change or amendment to this Title except:

19
20 (a) Amendments changing the zone of a particular
21 parcel of property (commonly known as a rezone); or

22
23 (b) Actions relating to adoption or amendment to
24 the Comprehensive Plan.

25
26 (2) No textual change is made without at least one
27 public hearing before the City Council.

28
29 (3) The City Council shall set a date for the public
30 hearing by motion. Notice of the public hearing shall generally
31 conform with DMMC 17.44.030 (Notice). Continued hearings may be
32 held at the discretion of the City Council but no additional
33 notice is required.

34
35
36 **Chapter 18.35**
37 **Waiver of Zoning Requirements and Variances**

38
39 **Sections:**

40 18.35.010 Title.
41 18.35.020 Application.
42 18.35.030 Purpose.
43 18.35.040 Authority.

1 18.35.050 Setback requirements - Waiver limitations.
2 18.35.060 Appeal procedure.
3 18.35.070 Variance criteria.

4
5 **Sec. 105. 18.35.010. Title.** This chapter shall be
6 entitled "Waiver of Zoning Requirements and Variances."

7
8 **Sec. 106. 18.35.020. Application.** In those instances
9 where the City Council has passed an ordinance amending the
10 zoning map and such amendment has restricted the use of the
11 rezoned property, by ordinance or concomitant agreement or
12 development agreement pursuant to RCW 36.70B.170-210, to a
13 specified and unified project in accordance with plans and
14 specifications incorporated by reference in the ordinance
15 granting the zoning amendment, the City Manager or the City
16 Manager's designee shall have the authority to waive certain
17 setback requirements as described in DMMC 18.35.050.

18
19 **Sec. 107. 18.35.030. Purpose.** The purpose of this
20 chapter is to allow a limited waiver of setback requirements as
21 described in DMMC 18.35.050 as in specific circumstances set
22 forth below.

23
24 **Sec. 108. 18.35.040. Authority.** This chapter is
25 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
26 36.70A RCW and other applicable laws.

27
28 **Sec. 109. 18.35.050. Setback requirements - Waiver**
29 **limitations.** The setback requirements which may be waived are
30 the open spaces between buildings which are required where lots
31 have been short platted and which would not have been required
32 if the lots had not been short platted. Prior to granting the
33 setback requirement waiver, the City Manager or the City
34 Manager's designee must be satisfied that the waiver is
35 consistent with and effectuates the intent of the City Council
36 in granting the project zoning.
37

1 **Sec. 110. 18.35.060. Appeal procedure.** Any person
2 aggrieved by the decision of the City Manager or the City
3 Manager's designee in either granting or denying a setback
4 requirement waiver in accordance with this chapter may appeal
5 such decision to the Hearing Examiner by filing such appeal in
6 writing with the City Clerk within 10 days of the rendering of
7 such decision. Such appeal shall be in accordance with DMMC
8 18.240.
9

10 **Sec. 111. 18.35.070. Variance criteria.** The Hearing
11 Examiner may grant a variance, in specific cases, from the
12 provisions of the zoning ordinance or other land use regulatory
13 ordinances as the City may adopt, which will not be contrary to
14 the public interest; but only where, owing to special
15 conditions, a literal enforcement of the provisions of such
16 ordinance(s) would result in unnecessary hardship. A variance
17 from the provisions of such ordinance(s) shall not be granted by
18 the Hearing Examiner unless the Hearing Examiner finds that all
19 of the following facts and conditions exist:
20

21 (1) The variance shall not constitute a grant of
22 special privilege inconsistent with the limitation upon uses of
23 other properties in the vicinity and zone in which the property
24 on behalf of which the application was filed is located; and
25

26 (2) That such variance is necessary, because of special
27 circumstances relating to the size, shape, topography, location,
28 or surroundings of the subject property, to provide it with use
29 rights and privileges permitted to other properties in the
30 vicinity and in the zone in which the subject property is
31 located; and
32

33 (3) That the special conditions and circumstances do
34 not result from the actions of the applicant; and
35

36 (4) That the granting of such variance will not be
37 materially detrimental to the public welfare or injurious to the
38 property or improvements in the vicinity and zone in which the
39 subject property is situated; and
40

41 (5) The authorization of such variance will not
42 adversely affect the implementation of the comprehensive land
43 use plan; and

1
2 (6) That the granting of such a variance is necessary
3 for the preservation and enjoyment of a substantial property
4 right of the applicant possessed by the owners of the other
5 property in the same zone or vicinity; and
6

7 (7) No conforming use of neighboring lands, structures,
8 or buildings in the same zone, and no permitted use of lands,
9 structures, or buildings in other zones, shall be considered
10 grounds for issuance of a variance; and
11

12 (8) In granting any variance, the Hearing Examiner may
13 prescribe appropriate conditions and safeguards in conformity
14 with the provisions of the zoning ordinance or other land use
15 regulatory ordinances as the City may adopt. Violation of such
16 conditions and safeguards, when made part of the terms under
17 which the variance is granted, shall be deemed a violation of
18 this section; and
19

20 (9) With respect to uses of land, buildings, and other
21 structures, this section is declared to be a definition of the
22 public interest by the City Council, and the spirit of this
23 section will be controverted by any variance which permits a use
24 not generally or by special exception permitted in the zone
25 involved, or any use expressly or by implication prohibited, by
26 the terms of this section in the zone; and
27

28 (10) Therefore, under no circumstances shall the Hearing
29 Examiner grant a variance to permit a use not generally or by
30 special exception permitted in the zone involved, or any use
31 expressly or by implication prohibited, by the terms of the
32 zoning ordinance in the zone.
33
34

35 **Chapter 18.40**
36 **Revocation, Expiration of Permits**
37

38 **Sections:**

39 18.40.010 Title.
40 18.40.020 Application.
41 18.40.030 Purpose.
42 18.40.040 Authority.
43 18.40.050 Permits or variances may be revoked.

1 18.40.060 Initiation of revocation proceedings.
2 18.40.070 Expiration.

3
4 **Sec. 112. 18.40.010. Title.** This chapter shall be
5 entitled "Revocation, Expiration of Permits."

6
7 **Sec. 113. 18.40.020. Application.** This chapter shall
8 apply to any permit associated with a "Type III, IV or V" action
9 that meets the criteria set forth below.

10
11 **Sec. 114. 18.40.030. Purpose.** The purpose of this
12 chapter is to set forth a process by which a permit expires or
13 may be revoked.

14
15 **Sec. 115. 18.40.040. Authority.** This chapter is
16 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
17 36.70A RCW and other applicable laws.

18
19 **Sec. 116. 18.40.050. Permits or variances may be**
20 **revoked.**

21
22 (1) The City Council, after a recommendation from the
23 Planning, Building and Public Works Department, may revoke or
24 modify any permit associated with a Type IV or Type V land use
25 action.

26
27 (2) The Hearing Examiner, after a recommendation from
28 the Planning, Building and Public Works Department, may revoke
29 or modify any permit associated with a Type III land use action.

30
31 (3) The Hearing Examiner has jurisdiction to revoke or
32 modify any conditional use permit that was issued prior to the
33 enactment of the Ordinance codified in this chapter.

34
35 (4) Such revocation or modifications pursuant to (1)
36 through (3) above shall be made on any one or more of the
37 following grounds:

38
39 (a) That the approval was obtained by fraud;

40
41 (b) That the use for which such approval was
42 granted has been abandoned;

43

1 (c) That the use for which such approval was
2 granted has at any time ceased for one year or more;
3

4 (d) That the permit or variance granted is being
5 exercised contrary to the terms or conditions of such approval
6 or in violation of any statute, ordinance, code, law, or
7 regulations; or
8

9 (e) That the use for which the approval was
10 granted was so exercised as to be detrimental to the public
11 health or safety.
12

13 (5) Any action on a revocation or modification under
14 this section is a Type III or Type IV land use action.
15

16 **Sec. 117. 18.40.060. Initiation of revocation**
17 **proceedings.** The Planning, Building and Public Works
18 Department, following approval of the City Manager or the City
19 Manager's designee, may initiate proceedings to revoke a
20 conditional use permit or variance, or any use permit which was
21 issued prior to the enactment of this chapter. Individuals who
22 are aggrieved may petition the Planning, Building and Public
23 Works Department to initiate revocation proceedings.
24

25 **Sec. 118. 18.40.070. Expiration.** Any permit or
26 variance granted pursuant to this Title becomes null and void if
27 not exercised within the time specified in such permit or
28 variance or, if no date is specified, within one year from the
29 effective date of approval of the permit or variance.
30
31

32 **Chapter 18.45**
33 **Occupancy and Enforcement**

34 **Sections:**

35 18.45.010 Title.
36 18.45.020 Application.
37 18.45.030 Purpose.
38 18.45.040 Authority.
39 18.45.050 Certificates of occupancy.
40 18.45.060 No conflicting licenses or permits shall be issued.
41

42 **Sec. 119. 18.45.010. Title.** This chapter shall be
43 entitled "Occupancy and Enforcement."

1
2 **Sec. 120. 18.45.020. Application.** This chapter shall
3 apply to all buildings or structures or the use of property as
4 regulated by this Title.
5

6 **Sec. 121. 18.45.030. Purpose.** The purpose of this
7 chapter is to require certificates of occupancy and provide for
8 the enforcement of the provisions of this Title.
9

10 **Sec. 122. 18.45.040. Authority.** This chapter is
11 adopted pursuant to the provisions of Title 14 DMMC and other
12 applicable laws.
13

14 **Sec. 123. 18.45.050. Certificates of occupancy.**
15

16 (1) To assure compliance with the provisions of this
17 Title, a certificate of occupancy shall be obtained from the
18 Building Official before:
19

20 (a) Any new building is initially occupied or
21 used;
22

23 (b) Any existing building is structurally altered
24 or enlarged;
25

26 (c) Any change or addition to the occupancy of a
27 building or premises is made.
28

29 (2) If the subject requiring a certificate of occupancy
30 is also required to secure a building permit, a business
31 license, or any other evidence of authority required by law,
32 such required certificate of occupancy for such use may
33 constitute a separately identified part of such permit, license,
34 or other evidence, and shall be cleared through the Building
35 Official as conforming, or not conforming, to the provisions of
36 this Title before any other license or permit or authority may
37 be issued.
38

39 (3) Each certificate of occupancy shall be issued only
40 upon application signed by the authorized applicant, and shall
41 contain over the signature of the applicant a correct statement
42 of the use intended to be established and such certificate of

1 occupancy may be issued only if such declared intended use
2 conforms in every respect to the provisions of this Title.

3
4 **Sec. 124. 18.45.060. No conflicting licenses or**
5 **permits shall be issued.** No license or permit in conflict with
6 the provisions of this Title shall be issued, and if issued, any
7 such license or permit shall be null and void.

8
9
10 **Chapter 18.50**
11 **Interpretation of Title 18 DMMC**
12

13 **Sections:**

14 18.50.010 Title.
15 18.50.020 Application.
16 18.50.030 Purpose.
17 18.50.040 Authority.
18 18.50.050 Interpretation.
19 18.50.060 Provisions not affected by headings.

20
21 **Sec. 125. 18.50.010. Title.** This chapter shall be
22 entitled "Interpretation of Title 18 DMMC."

23
24 **Sec. 126. 18.50.020. Application.** This chapter shall
25 apply to the interpretation of Titles 18 DMMC.

26
27 **Sec. 127. 18.50.030 Purpose.** The purpose of this
28 chapter is to provide for the interpretation of development code
29 provisions in Title 18 DMMC.

30
31 **Sec. 128. 18.50.040 Authority.** This chapter is
32 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
33 36.70A RCW and other applicable laws.

34
35 **Sec. 129. 18.50.050 Interpretation.**

36
37 (1) Interpretation of Title 18 DMMC shall be the
38 responsibility of the Planning, Building and Public Works
39 Director.

40
41 (2) Interpretations of Title 18 DMMC may be initiated
42 by the submittal of a written request to the City Manager or the
43 City Manager's designee.

(3) Requests for interpretations of code shall be processed as a Type I land use action.

(4) The City Manager or the City Manager's designee shall periodically submit to the City Council a summary of the interpretations requested and the corresponding interpretations made by the Planning, Building and Public Works Director. As needed, the summary shall include recommendations regarding the need for textual code amendments that would clarify DMMC provisions.

Sec. 130. 18.50.060. Provisions not affected by headings. Chapter and section headings contained in this Title shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any section hereof.

ZONES AND SPECIAL CONDITIONS

Chapter 18.52 Permitted Uses

Sections:

18.52.010A Residential use chart.
18.52.010B Commercial use chart.

Sec. 131. Uses within the zones identified in DMMC 18.05.080 shall be permitted, not permitted or allowed by conditional use permit or unclassified use permit as is set forth in DMMC 18.52.09A Residential Use Chart and 18.52.090B Commercial Use Chart below. Uses shall also be subject to the specific provisions of the chapter applicable to that zoning classification and applicable provisions of this Title.

Sec. 132. 18.52.010. Residential use chart.

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	TABLE 18.52.010A RESIDENTIAL ZONE PRIMARY USES										
	SFR	RA-3,600	RM-2,400	RM-1,800	RM-900	RM-900A	RM-900B	R-SE	R-SR > 35,000	R-SR < 35,000	PR-R
Accessory buildings and uses	P/L[1]	P/L[1]	P/L[1]	P/L[1][16]	P/L[1][16]	P	P	P/L[1][27]	P/L[1][27]	P/L[1]	P
Adult family homes	P/L[13]	P/L[13]	P/L[13]	P/L[13]	P/L[13]			P/L[13]	P/L[13]	P/L[13]	P/L[13]
Agricultural crops								P/L[26]	P/L[26]		

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	TABLE 18.52.010A RESIDENTIAL ZONE PRIMARY USES										
	SFR	RA-3,600	RM-2,400	RM-1,800	RM-900	RM-900A	RM-900B	R-SE	R-SR > 35,000	R-SR < 35,000	PR-R
Amusement parks											P/L _[44]
Antenna systems (one)	P/L _[1]	P/L _[1]	P/L _[1]	P/L _[1]	P/L _[1]			P/L _[1]	P/L _[1]	P/L _[1]	
Antenna systems (not accessory)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Apartment hotels					P						
Art galleries	P/L _[2]	P/L _[2]	P/L _[2]	P/L _[2]	P/L _[2]			P/L _[2]	P/L _[2]	P/L _[2]	
Arts, entertainment, and recreation facilities											P/L _[44]
Automobile, parking				P/L _[17]							
Bed and breakfast facilities	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP
Boarding homes							P				
Boats, moorage, noncommercial in connection with community or recreational facilities	CUP/L _[3]	CUP/L _[3]	CUP/L _[3]	CUP/L _[3]	CUP/L _[3]			CUP/L _[3]	CUP/L _[3]	CUP/L _[3]	
Booster stations		UUP	UUP	UUP	UUP					UUP	UUP
Cemeteries (pre-1964)	P	P	P	P	P			P	P	P	
Cemeteries (post-1964)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Churches	P/L _[4]	P/L _[4]	P/L _[4]	P/L _[4]	P/L _[4]	P/L _[4]	P/L _[4]	P/L _[4]	P/L _[4]	P/L _[4]	P
Columbariums, crematories, mausoleums with permitted cemeteries	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Community care facilities											P/L _[44]
Continuing care retirement communities							P				P/L _[44]
Day care centers and mini day care providers	P/L _[5]	P/L _[5]	P/L _[5]	CUP/L _[5]	CUP/L _[5]	CUP/L _[5]	CUP/L _[5]	CUP/L _[5]	P/L _[5]	P/L _[5]	P/L _[5]
Day care, child and adult											P/L _[38]
Duplex		P/L _[14]	P/L _[14]	P/L _[14]	P						P
Family day care providers	P/L _[41]	P/L _[41]	P/L _[41]	P/L _[41]	P/L _[41]	P/L _[41]	P/L _[41]	P/L _[41]	P/L _[41]	P/L _[41]	P/L _[41]
Fire stations	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Food services and drinking places											P/[36][44]
Foster care home (24 hour)	P	P	P	P	P	P		P	P	P	P
Fraternal organizations/societies	CUP				P/L _[21]			CUP	CUP	CUP	P/L _[44]
Fraternal societies, libraries, museums, meeting rooms, and admin. offices							UUP				P/L _[44]
Group home facilities	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP
Golf courses, public or private	P/L _[6]	P/L _[6]	P/L _[6]	P/L _[6]	P/L _[6]			P/L _[6]	P/L _[6]	P/L _[6]	P
Greenhouse	P/L _[1]	P/L _[1]	P/L _[1]	P/L _[1]	P/L _[1]	P/L _[1]	P/L _[1]	P/L _[1]	P/L _[1]	P/L _[1]	
Hamsters, nutria and chinchillas for commercial use								P/L _[31]	P/L _[31]		P/L _[31]
Health care and social services											P/L _{[35][44]}
Home occupation	P/L _[11]	P/L _[11]	P/L _[11]	P/L _[11]	P/L _[11]	P/L _[11]		P/L _[11]	P/L _[11]	P/L _[11]	P/L _[44] & _[11]
Horticultural nurseries	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP
Horses or cattle, private use	P/L _[12]	P/L _[12]	P/L _[12]	P/L _[12]	P/L _[12]			P/L _[28]	P/L _[28]	P/L _[12]	
Hospitals [except mental and alcoholic]					P/L _[18]						
Hospitals [mental and alcoholic]					CUP	CUP	CUP				CUP
Hotels					P/L _[19]						
Libraries (public)	P	P	P	P	P	P	P	P	P	P	
Management of companies and enterprises											P/L _[44]
Mixed use	UUP	UUP	UUP	UUP	UUP			UUP	UUP	UUP	P _[44]
Motels					P/L _[20]						
Multiple family dwelling				P	P	P					P
Museums	P/L _[2]	P/L _[2]	P/L _[2]	P/L _[2]	P/L _[2]			P/L _[2]	P/L _[2]	P/L _[2]	
Nursing homes					P/L _[42]		P				P

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	TABLE 18.52.010A RESIDENTIAL ZONE PRIMARY USES										
	SFR	RA-3,600	RM-2,400	RM-1,800	RM-900	RM-900A	RM-900B	R-SE	R-SR > 35,000	R-SR < 35,000	PR-R
Nursery schools, day care centers or mini-care facilities and respite care facilities on same site as retirement housing, nursing homes, continuing care retirement communities, boarding homes or churches							P				
Parks (public)	P/L[7]	P/L[7]	P/L[7]	P/L[7]	P/L[7]	P/L[7]	P/L[7]	P/L[7]	P/L[7]	P/L[7]	P/L[44]
Pasture and grazing								P/L[29]	P/L[29]		
Planned unit development	P	P	P	P	P	P		P	P	P	
Professional, scientific, technical services											P/L[44]
Professional offices, medical, dental					P/L[22]		P/L[25]				P/L[44]
Public administration facilities											P/L[44]
Public utility facilities	P/L[8]	P/L[8]	P/L[8]	P/L[8]	P/L[8]	P/L[8]	P/L[8]	P/L[8]	P/L[8]	P/L[8]	P/L[32]
Public works maintenance and storage facility buildings	CUP	CUP	CUP	CUP	CUP	CUP		CUP	CUP	CUP	CUP
Race tracks, drag strips, motorcycle hills and Go-Kart tracks								CUP	CUP	CUP	CUP
Raising chickens, squab, rabbits	P/L[43]	P/L[43]	P/L[43]	P/L[43]	P/L[43]	P/L[43]	P/L[43]	P/L[30]	P/L[30]	P/L[43]	
Real estate renting and leasing											P/L[34][44]
Recreational facilities - commercial	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Recreational facilities - noncommercial	CUP/L[9]	CUP/L[9]	CUP/L[9]	CUP/L[9]	CUP/L[9]	CUP/L[9]	P/L[9]	CUP/L[9]	CUP/L[9]	CUP/L[9]	P/L[39]
Religious grant writing, civic and professional organizations											P/L[44]
Retail services and trade											P/L[33][44]
Retirement housing							P				P
Sanitariums					P/L[23]						
Sewage treatment plants	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP	UUP
Single family dwellings	P	P	P	P	P	P		P	P	P	
Schools (elementary, middle or high schools), public or private	P/L[10]	P/L[10]	P/L[10]	P/L[10]	P/L[10]	P/L[10]	P/L[10]	P/L[10]	P/L[10]	P/L[10]	
Services, miscellaneous											P/L[37][44]
Telecommunication facilities	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	P/L[40]
Townhouse development		P/L[15]	P/L[15]	P/L[15]							
Trailer parks					P/L[24]						
Notes: - Limitations that correspond to the bracketed numbers [] are set forth below. - Uses and developments are also subject to the specific standards for each zone. - Conditional and Unclassified Use Permit requirements may be found in DMMC chapter 18.140. - Uses permitted in PR-C Zone when part of a contiguous PR-C development under single ownership shall be permitted in the PR-R zone.											

1 The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010A.

2 1. **Accessory Buildings and Uses**

3 This regulation applies to all parts of Table 18.52.010A that have a [1].

4 Accessory buildings and uses including, but not limited to, the following:

- 5 (a) Accessory living quarters;
- 6 (b) Private garages designed to accommodate not more than four cars;
- 7 (c) Lodgers limited to two;
- 8 (d) Private docks and mooring facilities and a private boathouse or hangar for the sole use of occupants of the premises to
- 9 accommodate private noncommercial pleasure craft. Boathouses, hangars, docks and moorings shall be accessory to the
- 10 primary use on the property to which they are contiguous, provided:

- (i) No part of the boathouse or hangar shall extend more than 16 feet above the mean high water level;
 - (ii) A structure shall not be located closer to a property side line, or property side line extended, than the width of the required side yard on the lot to which such facilities are accessory;
 - (iii) The total area of covered moorages, boathouses, or hangars shall not exceed 1,000 square feet;
 - (iv) Covered structures shall abut upon the natural shoreline;
 - (v) Such structure shall not have a width greater than 50 percent of the width of the lot at the natural shoreline upon which it is located; and
 - (vi) A boat using such moorage shall not be used as a place of residence when so moored.
 - (e) Foster family day care home;
 - (f) Greenhouses, private and noncommercial, for propagation and culture only and no sales from the premises are permitted;
 - (g) One antenna system that exceeds the maximum building height specified for the Residential Zone and which:
 - (i) (Does not exceed 15 feet in height above the building height limitation specified for the zone;
 - (ii) Is set back the greater of the applicable building setback for the zone where located, or the vertical height of the antenna system measured from the center point of the base of the mast horizontally to the nearest property line;
 - (iii) Has a maximum horizontal cross-sectional area for that part of the mast that is above the building height limitation for the zone such that an imaginary four-inch diameter circle would encompass all points of the horizontal cross-section;
 - (iv) Has a maximum allowable three-dimensional space intrusion of 1,200 cubic feet for single ground plane antennas with a single driven element, and 200 cubic feet for beams, quads, and other multi-element antennas; except these limitations on three-dimensional space intrusion are not applicable to single long-wire antennas, single whip antennas, and single coaxial antennas. In this subsection, "three-dimensional space intrusion" means the space within an imaginary rectangular prism that contains all extremities of an antenna;
 - (v) Does not encroach into the front, side, or rear setbacks required for the zone. A guy wire and anchor point for an antenna system is prohibited in the required front yard or within three feet of the side or rear property lines; except if an alley abuts a rear property line, a guy wire and anchor point may extend to the rear property line; and
 - (vi) A variation from the above limitations not to exceed 10 percent may be granted by the Department of Planning, Building and Public Works; such variation shall be granted when it will not significantly increase the hazard factor, the aesthetic impact, or the economic consequences of such antenna systems.
 - (h) Swimming pools and other recreational facilities for the sole use of occupants of premises and their guests.
2. **Art Galleries and Museums**

This regulation applies to all parts of Table 18.52.010A that have a [2].

Art galleries and museums may be permitted when located in a public park.
3. **Boat Moorages for Pleasure Craft**

This regulation applies to all parts of Table 18.52.010A that have a [3].

Boat moorages for pleasure craft shall be permitted only in connection with community and noncommercial recreational facilities, whether the moorage is publicly or privately owned, subject to the issuance of a conditional use permit provided the following minimum conditions are conformed to:

 - (a) No boat sales, service, repair, boat charter, or rental are permitted on the premises;
 - (b) The deck of a pier shall be no more than five feet above high water level;
 - (c) On-shore toilet facilities shall be provided;
 - (d) Boats using such moorage facilities shall not be used as a place of residence;
 - (e) No overhead wiring shall be permitted on piers or floats except within covered moorage structures;
 - (f) All covered structures over water shall abut upon the shore and be at least 40 feet apart when placed side by side; when covered structures are placed end to end or side to end, one of the structures shall abut upon the shore and the structures shall be at least 15 feet apart;
 - (g) No covered structures over water shall be permitted to extend out from shore a distance greater than 50 percent of the maximum permitted distance from shore of a pier on subject premises, but in no case a distance of more than 300 feet from shore, unless the outer line of the property is less than 200 feet from shore, a covered structure may be permitted to extend to the outer property line;
 - (h) No pier, including finger piers, shall occupy more than 10 percent of the water area of a lot upon which the same is built, nor shall the total area of covered structures over water occupy more than 20 percent of the water area of such lot;

- (i) All covered structures over water under one ownership shall be built in a uniform manner and design and no point in the roof of such structure shall be higher than 16 feet above high water in fresh water and no floating moorage located in fresh or tidal water shall have a structure higher than 16 feet from the water line;
- (j) The roofs of covered moorage shall contain no more than 7,200 square feet of area in any one unit and such roofs shall not be supported directly by extended piling; and
- (k) Side walls on covered structures shall not exceed 50 percent of the area of any three sides and shall be of rigid or semirigid material and shall cover from external view all roof bracing.

4. **Churches**

This regulation applies to all parts of Table 18.52.010A that have a [4].

Churches shall be permitted provided the following conditions are conformed to:

- (a) All buildings and structures on the site shall not cover more than 40 percent of the area of the site;
- (b) The depth of the required front yard shall be the same as that required for the zone in which the site is located as identified on the zoning map;
- (c) Buildings and structures on the site shall not be closer than 30 feet to any property line that is a common property line with residential property, except that a detached one-family dwelling on such site need conform only to the yard requirements and required distance between buildings as prescribed by the zone in which the site is located;
- (d) The height limits of the zone in which the site is located shall apply, except that the height shall be measured to the mean height of the roof;
- (e) On interior lots the required side yards may be used to provide off-street parking areas and on corner lots the interior side yard may be similarly used. Under no circumstances may the required front yard or the side yard on the side street be used for off-street parking;
- (f) Where areas devoted to off-street parking are contiguous to residentially zoned property, then on the property line common with such residentially zoned property there shall be erected and maintained a solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height, and such walls or fences may be built progressively as the parking facilities are installed;
- (g) All lights provided to illuminate a parking area or building on such site shall be so arranged as to direct the light away from adjoining premises;
- (h) Church sites shall abut and be accessible from at least one public street having two moving traffic lanes and a dedicated width that will permit not less than a 36-foot roadway;
- (i) Signs are allowed as provided in chapter 18.200 DMMC; and
- (j) For purposes of determining conformance to the foregoing conditions and the parking requirements, a plot plan showing ultimate location and use of all buildings, location of signs, location and amount of off-street parking areas, location and adequacy of ingress to and egress from parking areas, landscaping and sketches to scale showing the building elevations and floor space to be devoted to seating or assembly purposes shall be filed with and approved by the Planning, Building and Public Works Department prior to the issuance of any building permit and thereafter the issuance of building permits shall be governed by and conform to the approved plot plan. If, later, a modified plot plan is submitted, the modified plan shall conform to the conditions and requirements of this Title or any amendments in effect at the time the modified plan is submitted.

5. **Day Care Centers or Mini Day Care Programs**

This regulation applies to all parts of Table 18.52.010A that have a [5].

Nursery schools, day care centers, or mini-day care programs shall be permitted when located on the same site with public or private schools or churches.

6. **Golf Courses, Public or Private**

This regulation applies to all parts of Table 18.52.010A that have a [6].

Golf courses, private or public, including clubhouse, accessory driving range, pitch and putt courses shall be permitted, except the following minimum conditions are required:

- (a) A building or structure shall maintain a distance of not less than 50 feet from an exterior boundary line that is a common property line with residential property and from a street boundary line;
- (b) A service area, a side of which constitutes a common property line with residential property, shall be screened from such property line by the erection and maintenance on such common property line of a solid wall or view-obscuring fence or hedge not less than five or more than six feet in height;
- (c) No required yard or open space on the premises shall be used to provide parking spaces for cars or vehicles; and
- (d) Where property devoted to these purposes is bounded by a street, and then on a street property line no entrance-exit facilities for automobiles shall be located closer than 100 feet to a street intersection.

7. **Parks, Public**

This regulation applies to all parts of Table 18.52.010A that have a [7].

Parks, publicly owned and operated shall be permitted, except the following minimum conditions are required:

- (a) No bleachers or stadiums are permitted if the site is less than 10 acres, and no public amusement devices for hire are permitted;
- (b) Lights provided to illuminate a building or recreational area shall be so arranged as to reflect the light away from a lot upon which a dwelling unit is located; and
- (c) A building or structure or service yard on the site shall maintain a distance not less than 50 feet from a property line that is a common property line with residential property and from a public street.

8. Public Utility Facilities

This regulation applies to all parts of Table 18.52.010A that have a [8].

Public Utility Facilities shall be permitted, except the following minimum conditions shall apply:

- (a) Public utility distribution permitted by chapter 18.125 DMMC (Public utilities – Distribution) is not affected by this section;
- (b) Public utility facilities necessary for the transmission and distribution of services for the area when the facilities are located underground below the natural grade of the site, except that surface-mounted transformers, telephone terminals, and metering devices less than five feet in height required in connection with underground services are permitted above ground;
- (c) Public utilities facilities, such as but not limited to telephone exchanges, sewage or water pumping stations, electrical distribution substations, water storage reservoirs or tanks necessary for distribution, but not including business offices, warehousing, storage buildings or yards, service yards, sewage treatment plants or bulk gas storage or the like, are permitted above ground, subject to the following minimum standards:
 - (i) Any equipment or structure except architectural screens and fences shall observe a distance of one foot for each one foot the equipment or structure rises above the grade but in no case less than 20 feet from a property line that is a common property line with a street, alley, or with residential property;
 - (ii) When security fences are used, they shall be supplemented with a Type II landscaping strip so as to minimize the industrial character of such fences;
 - (iii) Public utility facilities shall be landscaped as required in DMMC 18.195.330 (Public or institutional uses);
 - (iv) When the facility includes bulky structures such as water towers or standpipes, the landscaping shall include either existing or planted trees of such size as will partially screen and effectively break up the massive appearance of such structures;
 - (v) Landscaping shall be planted according to industry standards and chapter 18.195 DMMC, Article II (General Landscaping Requirements). The landscaping will be maintained in good condition at all times. Landscaping shall be planted as a yard improvement at or before the time of completion of the first structure or within a reasonable time thereafter considering weather and planting conditions; and
 - (vi) Site plans, elevation and landscape plans shall be submitted and approved by the Building Department prior to the issuance of a building permit. The Building Department may require the posting of a surety bond guaranteeing to the City the installation and improvement of the site in accordance with the approved screening and landscape plans in an amount estimated to be equal to the cost of such screening and landscaping.

9. Recreational Facilities

This regulation applies to all parts of Table 18.52.010A that have a [9].

Recreational facilities, community and noncommercial, including clubhouse facilities, subject to the issuance of a conditional use permit, except the following minimum conditions are required:

- (a) A solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height shall be erected and maintained on any exterior boundary line that is a common property line with residential property, except that on a portion of the common property line constituting the depth of the required front yard on the adjoining residential property such wall, fence, or hedge shall be not less than 36 inches nor more than 42 inches in height. Wherever a six-foot wall, fence, or hedge is permitted, open wire mesh screens may be erected to heights greater than six feet where needed for protective purposes;
- (b) A building or structure on the site shall maintain a distance not less than 25 feet from any abutting residential property;
- (c) Lights provided to illuminate a building or recreational area shall be so arranged as to reflect the light away from a lot upon which a dwelling unit is located; and
- (d) The site shall be located upon, or have adequate access to, a public thoroughfare.

10. Schools

This regulation applies to all parts of Table 18.52.010A that have a [10].

Schools, elementary, junior high, middle, and high, and community colleges, public and private; provided, the following minimum conditions are required:

- (a) No less than the following minimum site areas shall be provided for public schools:
 - (i) For elementary schools, five acres;
 - (ii) For junior high or middle schools, 10 acres;
 - (iii) For senior high schools, 15 acres;
 - (iv) For community colleges, 20 acres;
- (b) For private elementary, junior high or middle, and senior high schools, the minimum site area shall be three acres. These private schools shall be approved by the State Board of Education;
- (c) Buildings or structures on the site shall maintain all yards required in the zone in which the site is located as identified on the zoning map;
- (d) Buildings and structures shall maintain a distance not less than 30 feet from a property line that is a common property line with residential property;
- (e) Buildings, including accessory buildings and structures, shall not cover more than 40 percent of the area of the site;
- (f) Renovation, rehabilitation, or construction of schools, both public and private, shall be processed as a Type II land use action;

11. Home Occupation

This regulation applies to all parts of Table 18.52.010A that have a [11].

Home occupations shall be permitted, except the following minimum conditions are required:

- (a) Occupation shall be conducted entirely within the dwelling and not in an accessory building, except for a bona fide garage;
- (b) Such use does not involve construction features not customary or incidental in a dwelling;
- (c) The entrance to the area used for the home occupation shall be only from an entrance customary to a residential use and not exceeding four feet in width at its opening;
- (d) There shall be no signs related to the home occupation or other exterior evidence of the occupation being conducted within the dwelling, including functional evidence;
- (e) Such home occupation is approved by the City Manager, the criteria for such approval to be whether such home occupation will adversely affect the residential qualities of the location in which it will operate. Without limitation, factors for such decision may be size of building, parking, potential noise, potential nuisance, potential traffic, and the like;
- (f) The decision of the City Manager may be appealed to the Hearing Examiner by filing a written notice of appeal with the City Clerk within 14 days of the mailing of the notification of denial. The appeal is heard as provided in DMMC 18.20 and 18.240;
- (g) Should a business license be granted and should the nature of the business thereafter acquire features that may have resulted in a denial of a business license in the first instance, the City Manager shall have authority to revoke the business license and the provisions codified in DMMC 5.04.020 (License or license registration required – Transfer prohibited), 5.04.030 (Licenses – Fees – Appeal), 5.04.060 (License or license registration revocation – Appeal), 5.04.070 (Renewal – Appeal), and 5.04.090 (Reasons for enactment of chapter) shall become effective;
- (h) Motor vehicle repair operations are prohibited;

12. Keeping of Horses or Cattle for Private Use

This regulation applies to all parts of Table 18.52.010A that have a [12].

The keeping of horses or cattle for private use only shall be permitted in any Residential Zone, except the following minimum conditions are required:

- (a) The minimum area of land shall not be less than one acre, in which area the animal shall be restrained or controlled in such a manner that the animal cannot freely leave the premises;
- (b) Not more than one horse or one cow for each one-half acre of the total site area is permitted;
- (c) To restrain an animal from causing damage to adjacent property, the owner of that property where animals are to be kept shall be responsible to erect and maintain an animal-control fence no closer than five feet from the adjacent property line;
- (d) Stables, corrals, exercise yards, or rings shall not be located closer than 35 feet to any boundary property line or closer than 45 feet to a building containing a dwelling unit or accessory living quarters on the same premises; and there shall be no open-air storage of hay, straw, shavings, or similar organic materials closer than 35 feet to any boundary property line or closer than 45 feet to any dwelling unit or accessory living quarters on the same premises; and
- (e) A person keeping horses or cattle in a Residential Zone under the provisions of this section is required to file a declaration of ownership form with the City Clerk. The declaration of ownership form shall be specified by the City Clerk and is filed without fee. The declaration of ownership form shall provide the name and address of the legal owner of the property, the legal description of the property, the name and address of the owner of the horse or cow if the horse or cattle owner is not the legal owner of the property.

13. **Adult Family Homes**

This regulation applies to all parts of Table 18.52.010A that have a [13].

Adult family homes, subject to the following conditions:

- (a) The adult family home is licensed as an adult family home by the Department of Social and Health Services of the State of Washington or successor agency; and
- (b) The adult family home shall meet City licensing, zoning, building, housing, and fire regulations.

14. **Duplex**

This regulation applies to all parts of Table 18.52.010A that have a [14].

A duplex shall be permitted in the RA-3,600 zone if only a single-family dwelling existed on a lot on August 3, 1964, any additional dwelling unit shall be attached to and made a part of the building containing the existing dwelling unit.

15. **Townhouse Development**

This regulation applies to all parts of Table 18.52.010A that have a [15].

Townhouse developments shall be permitted in the RA-3,600 zone with no more than one townhouse dwelling per lot.

16. **Accessory Uses, Buildings, and Structures**

This regulation applies to all parts of Table 18.52.010A that have a [16].

Where more than one dwelling unit is located on the premises private garages shall be limited to accommodating not more than two cars for each dwelling unit and a boathouse or hangar shall be limited to accommodating not more than one private noncommercial pleasure craft for each dwelling unit on the premises.

17. **Open Air Public Parking Areas**

This regulation applies to all parts of Table 18.52.010A that have a [17].

Open air public parking areas for the parking of automobiles without monetary charge except when operated by, or for, a public parking authority, when the property upon which it is located in an RM-1,800 zone abuts upon a lot zoned for commercial purposes whether or not an alley intervenes; provided:

- (a) Access to such parking lot shall be only from the Commercial or Business Park Zoned property it is intended to serve, or from an alley if there is one;
- (b) In either such case there shall be installed along the entire length of all street property lines of the lot used for such public parking purposes a continuous fence, hedge, or wall five feet in height located no closer to the street property line than 10 feet and the area between the fence and the street lot line shall be landscaped and maintained with grass, hardy evergreen shrubs, or ground cover;
- (c) A solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height shall be erected and maintained on any exterior boundary line which is a common property line with residential property when such residential property is used for residential purposes; and
- (d) The parking area shall be developed as required, and no such area shall be used for an automobile, trailer, or boat sales area or for the accessory storage of such vehicles.

18. **Hospitals**

This regulation applies to all parts of Table 18.52.010A that have a [18].

Hospitals shall be permitted; provided:

- (a) All buildings and structures shall maintain a distance of not less than 45 feet from the property front line and not less than 20 feet from any residential property; and
- (b) A solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height shall be established and maintained on any exterior boundary line which is a common property line with residential property, when such residential property is used for residential purposes; provided, that on any portion of such common property line constituting the depth of the required front yard on the residential property such fence, wall, or hedge shall not be less than 36 inches nor more than 42 inches in height.

19. **Hotels**

This regulation applies to all parts of Table 18.52.010A that have a [19].

Hotels shall be permitted; provided:

- (a) Restaurants, cocktail lounges, and specialty shops are permitted accessory uses; provided¹, the floor area devoted to such uses shall not exceed 20 percent of the total floor area and entry to such uses shall be from within the main building;
- (b) All buildings and structures shall maintain a distance of not less than 20 feet from any lot in a residential zone; and

- (c) A solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height shall be erected and maintained on any exterior boundary line which is a common property line with residential property when such residential property is used only for residential purposes, except that on any portion of such common property line constituting the depth of the required front yard on the residential property such fence, wall, or hedge shall not be less than 36 inches nor more than 42 inches in height.

20. **Motels**

This regulation applies to all parts of Table 18.52.010A that have a [20].

Motels shall be permitted; provided:

- (a) Restaurants, cocktail lounges, and specialty shops are permitted accessory uses; provided¹, the floor area devoted to such uses shall not exceed 20 percent of the total floor area and entry to such uses shall be from within the main building;
- (b) All buildings and structures shall maintain a distance of not less than 20 feet from any lot in a residential zone;
- (c) A solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height shall be established and maintained on any exterior boundary line which is a common property line with residential property when such residential property is used only for residential purposes, except that on any portion of such common property line constituting the depth of the required front yard on the residential property such fence, wall, or hedge shall not be less than 36 inches nor more than 42 inches in height

21. **Fraternal Organizations and Societies**

This regulation applies to all parts of Table 18.52.010A that have a [21].

Private clubs and fraternal societies, except those the chief activity of which is a service customarily carried on as a business; provided:

- (a) All buildings and structures shall maintain a distance not less than 20 feet from any lot in a residential zone; and
- (b) A solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height shall be erected and maintained on any exterior boundary line which is a common property line with residential property when such residential property is used for residential purposes, except that on that portion of such common property line constituting the depth of the required front yard on the residential property such wall, fence, or hedge shall be not less than 36 inches nor more than 42 inches in height.

22. **Professional Offices, Medical and Dental**

This regulation applies to all parts of Table 18.52.010A that have a [22].

Professional offices and medical-dental buildings and clinics shall be permitted; provided:

- (a) All buildings and structures shall maintain a distance not less than 20 feet from any lot in a residential zone; and
- (b) A solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height shall be erected and maintained on an exterior boundary line which is a common property line with residential property when such residential property is used for residential purposes, except that on that portion of such common property line constituting the depth of the required front yard on the residential property such wall, fence, or hedge shall be not less than 36 inches nor more than 42 inch in height.

23. **Sanitariums**

This regulation applies to all parts of Table 18.52.010A that have a [23].

Sanitariums shall be permitted; provided:

- (a) All buildings and structures shall maintain a distance not less than 20 feet from any lot in a residential zone; and
- (b) A solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height shall be erected and maintained on any exterior boundary line which is a common property line with residential property when such residential property is used for residential purposes, except that on that portion of such common property line constituting the depth of the required front yard on the residential property such wall, fence, or hedge shall be not less than 36 inches nor more than 42 inches in height.

24. **Trailer Parks**

This regulation applies to all parts of Table 18.52.010A that have a [24].

Trailer parks shall be permitted; provided:

- (a) The minimum site area for a trailer park shall be not less than three acres;
- (b) There shall be at least 2,000 square feet of site area per trailer space;
- (c) The property used for a trailer park shall have no access except from a major or secondary street;
- (d) Any driveways providing entrance to or exit from the trailer park shall not be closer than 50 feet to a street intersection measured from the street line established by an official control for either of the streets at the intersection;

- (e) A solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height shall be established and maintained across the full width of the site and such wall, fence, or hedge shall be located on, or to the rear of, the rear line of the required front yard; on corner lots and reverse corner lots such a wall, fence, or hedge shall also be installed and maintained along the side street side of the site, and shall observe the required yard on such side street side;
 - (f) A solid wall or view-obscuring fence or hedge not less than five feet nor more than six feet in height shall be established and maintained on any exterior boundary line which is a common property line with residential property, except that on any portion of such common property line constituting the depth of the required front yard on the residential property no such fence, wall, or hedge shall be required;
 - (g) If there are any openings in the required wall, fence, or hedge for driveway purposes, such openings shall not be wider than 30 feet;
 - (h) No residence shall be permitted on the trailer park site except a residence for the owner or manager of such trailer park;
 - (i) The trailer park must meet all requirements of the King County health department covering the establishment of mobile home parks; and
 - (j) A surety bond guaranteeing to the city the installation of walls, fences, or hedges required in this Title is posted prior to the issuance of any permits to construct the park.
25. **Professional Offices in the RM-900B Zone**
- This regulation applies to all parts of Table 18.52.010A that have a [25].
- Professional offices and medical-dental buildings and clinics shall be permitted in the RM-900B Zone if accessory to retirement housing, nursing homes, continuing care retirement communities, or boarding homes.
26. **Agricultural Crops**
- This regulation applies to all parts of Table 18.52.010A that have a [26].
- Agricultural crops shall be permitted, provided no retail sales of products are permitted on the premises.
27. **Private Stables**
- This regulation applies to all parts of Table 18.52.010A that have a [27].
- Private stables shall be permitted as an accessory building or structure, provided such buildings or structures shall not be located closer than 35 feet to any boundary property line or closer than 45 feet to any building containing a dwelling unit or accessory living quarters on the same premises; and provided further, that there shall be no open-air storage of hay, straw, shavings, or similar organic materials closer than 35 feet to any boundary property line or closer than 45 feet to any dwelling unit or accessory living quarters on the same premises;
28. **Horses, Private Use**
- This regulation applies to all parts of Table 18.52.010A that have a [28].
- Horses for use of the occupants of the premises only; provided, not more than one horse for each one-half acre of the total site area shall be permitted.
29. **Pasture and Grazing**
- This regulation applies to all parts of Table 18.52.010A that have a [29].
- Pasture and grazing, but not including feed, lots shall be permitted; provided, where such pasture or grazing area abuts upon any property line which is a common property line with residential property, there shall be erected and maintained on such common property line a fence not less than five feet nor more than six feet in height.
30. **Raising of Chickens, Squab, and Rabbits**
- This regulation applies to all parts of Table 18.52.010A that have a [30].
- Raising of chickens, squab, and rabbits for use of the occupants of the premises only; provided:
- (a) No more than 30 of any one or combination of such fowl or animals may be kept on the premises;
 - (b) Any birds kept on the premises shall be confined within an aviary; and
 - (c) Any buildings, pens, aviary, or structure used to house or contain such fowl and animals shall not be located closer than 35 feet to any boundary property line of the premises, or closer than 45 feet to any building containing a dwelling unit or accessory living quarters on the same premises.
31. **Raising of Hamsters, Nutria, and Chinchilla**
- This regulation applies to all parts of Table 18.52.010A that have a [31].
- Raising of hamsters, nutria, and chinchilla for commercial purposes shall be permitted; provided:
- (a) Not more than 100 hamsters, or 100 chinchillas, or 100 of such animals in combination, may be kept on the premises; and

- (b) Any building, pens, cages, or structures used to contain or house such animals shall not be located closer than 35 feet to any boundary property line of the premises, or closer than 45 feet to any building containing a dwelling unit or accessory living quarters on the same premises.

32. Public Utility Facilities Distribution of Services

This regulation applies to all parts of Table 18.52.010A that have a [32].

Public utility facilities and appurtenances shall be permitted when necessary for the distribution of utility services to final customers within the immediate area.

33. Retail Trade

This regulation applies to all parts of Table 18.52.010A that have a [33].

Retail trade (44-45) shall be limited to the following:

- (a) Food and beverage stores (445);
- (b) Health and personal care stores (446);

34. Real Estate and Rental Leasing

This regulation applies to all parts of Table 18.52.010A that have a [34].

Real estate and rental and leasing (53) shall be limited to the following:

- (a) Lessors of residential buildings and dwellings (531110);
- (b) Offices of real estate agents and brokers (531210);
- (c) Real estate property managers (53131);
- (d) Offices of real estate appraisers (531320);
- (e) Other activities related to real estate (531390);

35. Health Care and Social Assistance

This regulation applies to all parts of Table 18.52.010A that have a [35].

Health care and social assistance (62) shall not include temporary shelters (624221).

36. Food Services and Drinking Places

This regulation applies to all parts of Table 18.52.010A that have a [36].

Food services and drinking places (722) shall be permitted, further limited to the following:

- (a) Full-service restaurants (722511);
- (b) Limited-service restaurants (722513);
- (c) Cafeterias, grill buffets and buffets (722514); and
- (d) Snack and nonalcoholic beverage bars (722515);

37. Services

This regulation applies to all parts of Table 18.52.010A that have a [37].

Other services (81) shall be permitted, further limited to the following:

- (a) Footwear and leather goods repair (811430);
- (b) Personal care services (81211 – 812199);
- (c) Dry-cleaning and laundry services (except coin operated) (812320);
- (d) One-hour photofinishing (812922);
- (e) Religious organizations (813110);
- (f) Civic and social organizations (813410);
- (g) Business associations (813910);
- (h) Professional organizations (813920);
- (i) Labor unions and similar labor organizations (813930);
- (j) Political organizations (813940);

38. **Child and Adult Day Care**

This regulation applies to all parts of Table 18.52.010A that have a [38].

Child and adult day care as regulated and licensed by the Washington State Department of Social and Health Services, or its successor agency, shall be permitted when accessory to a use otherwise permitted.

39. **Recreational Facilities for Residents**

This regulation applies to all parts of Table 18.52.010A that have a [39].

Recreation facilities for use by residents of the property shall be permitted when accessory to a use otherwise permitted.

40. **Telecommunication Facilities**

This regulation applies to all parts of Table 18.52.010A that have a [40].

Telecommunication facilities, as allowed by Title 20 DMMC, shall be permitted when accessory to use otherwise permitted.

41. **Family Day Care Providers**

This regulation applies to all parts of Table 18.52.010A that have a [41].

A family day care provider home facility is a permitted use in all zones, subject to the following conditions:

- (a) The family day care provider is currently licensed by the state of Washington Department of Social and Health Services and adheres to all licensing standards;
- (b) The family day care provider is currently licensed under chapter 5.04 DMMC;
- (c) Family day care services are provided in a residential dwelling exclusively in the family living quarters;
- (d) The structure in which family day care services are provided complies with all building, fire, safety, and health codes;
- (e) Signs identifying the residence as a family day care provider are prohibited;
- (f) The Washington State Department of Social and Health Services certifies that there are adequate child drop-off and pick-up areas;
- (g) Hours of operation are limited to 6:00 a.m. to 9:00 p.m.; and
- (h) Prior to state licensing, the family day care provider provides written notification to the immediately adjoining property owners of the provider of the intent to locate and maintain the facility in order to provide the Washington State Department of Social and Health Services an opportunity to provide a forum to resolve any dispute.

42. **Rest Homes, Nursing Homes, and Convalescent Homes**

This regulation applies to all parts of Table 18.52.010A that have a [42].

All such uses in the RM-900 zone shall conform to the conditions set forth in the zone in which they are first permitted except that for dwellings, rest homes, nursing homes, and convalescent homes, the yards, open spaces and lot coverage permitted by RM-900 shall apply, and day nurseries shall conform to the conditions set forth in the RM-2,400 zone pertaining to such use, except that they need not be in a dwelling unit.

43. **Keeping of Animals in Residential Zones**

This regulation applies to all parts of Table 18.52.010A that have a [43].

The keeping of animals in residential zones shall be consistent with DMMC chapter 18.150.

44. **Mixed Use in PR-R Zone**

This regulation applies to all parts of Table 18.52.010A that have a [44].

Use shall be permitted in the PR-R zone when part of a mix of residential and nonresidential uses compatible with residential uses, subject to the limitations provided in DMMC 18.135.060, Environmental performance standards and other limitations noted in chart.

Sec. 133. 18.52.010B. Commercial use chart.

TABLE 18.52-010B
COMMERCIAL ZONE PRIMARY USES

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C
Accessory buildings and uses (as described in the applicable zone)	P	P	P	P	P	P	P
Admin, support services	P/L _[3]		P	P/L _[16]	P/L _[22]		P
Adult family homes				P	P		P
Adult entertainment facilities							P/L _{[46][53]}
Adult theaters						P/L _[35]	P/L _{[46][53]}
Amusement and recreational services				P/L _[16]	P/L _[22]		
Amusement parks	CUP	CUP	CUP	CUP		CUP	CUP
Animal or veterinary services			P	P	P	P	P
Antenna system (one)	P/L _[6]						
Animal grooming	P/L _[3]		P	P	P		P
Antenna systems (not accessory)	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Apparel and accessories stores	P/L _[1]		P	P	P	P	P
Arrangement of passenger transportation	P/L _[3]			P	P		P
Art galleries	P			P	P		P
Art, glassware manufacturing			P	P	P		
Art, ornamental ware				P	P		
Arts, entertainment, and recreation facilities				P/L _[16]	P/L _[22]		P
Auction houses or stores				P	P	P/L _[41]	P
Automobile, body, paint, interior and/or glass repair				P/L _[18]	P/L _[25]		P/L _[48]
Automobile, detail shop				P/L _[18]	P/L _[25]		P/L _[48]
Automobile, maintenance and repair				P/L _[18]	P/L _[25]	P	P/L _[48]
Automobile, parking	P/L _[5]		P	P/L _[16] [20]	P/L _[22]	P	P
Automobile, sales						P	P/L _[43]
Automobile, service stations				P/L _[18]	P/L _[25]	P/L _[36]	P/L _[48]
Automobile, trailer sales						P	P
Automotive equipment, rental and leasing				P	P	P	P
Bakeries, manufacturing and retail sales	P/L _[1]		P			P	
Ballparks	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Banks				P	P		P
Barber, beauty and hairstyling shops	P/L _[3]			P	P		P
Bed and breakfast facilities				P	P		P
Boats, building and repairing (less than 48 feet)						P	P
Boats, repair/ sale						P	P
Boat moorage	P/L _[3]					P/L _[42]	
Botanical and zoological gardens				P	P		P
Bookbinding			P			P	
Booster stations	UUP	UUP	UUP	UUP		UUP	UUP
Boxing and wrestling arenas	CUP	CUP	CUP	CUP		CUP	CUP
Building materials and garden equipment supply	P/L _[1]		P	P	P	P/L _[28]	P
Business offices	P/L _[3]		P	P/L _[16]	P/L _[22]		P
Car washes				P/L _[18]	P/L _[25]	P	
Carpentry and cabinet shops	P/L _[1] [2]		P	P	P	P	P
Casino hotels and motels				P	P		P
Cemeteries	CUP	CUP	CUP	CUP		CUP	CUP
Ceramics, manufacture						P/L _[29]	
Columbariums, crematories, mausoleums with permitted cemeteries	CUP	CUP	CUP	CUP		CUP	CUP

TABLE 18.52-010B
COMMERCIAL ZONE PRIMARY USES

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C
Commercial and industrial machinery and equipment, rental and leasing			P			P	P
Community care facilities				P	P		P
Community gardens				P	P		
Community housing services				P/L _[56]	P/L _[56]		
Confectionery, manufacture			P			P	
Contractors, general	P/L _[3]		P/L _[14]			P	P
Convention facilities			P	P	P	P	
Correctional institutions			P				
Couriers and messengers	P/L _[3]		P				P
Data processing, business and record storage	P/L _[3]		P	P	P	P	P
Day care centers and mini day care providers	CUP	CUP	CUP	CUP	CUP		CUP
Death care services	P/L _[3]		P	P	P	P/L _[42]	P
Distribution Centers, home deliveries			P			P	
Drive-in or drive-through facilities	P			P/L _[18]	P/L _[25]		P
Dry cleaning and laundering services	P/L _[3]		P	P	P	P	P
Educational services		P	P/L _[7]	P	P/L _[27]	P/L _[37]	P
Electric power generation, biomass			P/L _[12]				
Electrical appliances and supplies, retail sales, wholesale trade and repairs						P	
Equipment rental and leasing			P	P/L _[16]	P/L _[22]	P	P
Fairgrounds and rodeos	CUP	CUP	CUP	CUP		CUP	CUP
Family day care providers					P/L _[55]		P/L _[55]
Financial and insurance services			P	P	P		P
Fish hatcheries and preserves					P		
Fix-it shops			P	P	P	P	P
Food, frozen or cold storage lockers			P	P	P	P	
Food stores	P/L _[1]		P	P	P		P
Footwear and leather goods repair	P		P	P	P	P	P
Foreign trade			P/L _[13]				
Fraternal organizations/societies		P	P/L _[7]	P	P		P
Fuel dealers, other							P
Furniture, home furnishings and equipment, sales	P/L _[1] [2]		P	P	P	P	P
Furniture, repair	P/L _[2] [3]		P	P	P	P	P
Gambling, amusement, and recreation industries			P/L _[7]	P/L _[16]	P/L _[22]		P
Garages, public						P/L _[30]	
General merchandise stores	P/L _[1]		P/L _[9]	P/L _[15]	P/L _[21]		P
Glass, edging, beveling, silvering			P			P/L _[31]	
Glass, stained glass studios	P					P	
Golf courses, with accessory driving ranges, club houses and pitch & putt				P	P	CUP	P
Golf driving ranges	CUP	CUP	CUP	CUP		CUP	CUP
Hardware Store	P/L _[1]		P	P		P	P
Health care and social services			P/L _[56]	P/L _[56]	P		P/L _[56]
Heating oil dealers							P

TABLE 18.52-010B
COMMERCIAL ZONE PRIMARY USES

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C
Horticultural and landscaping, services			P	P	P		
Horticultural nurseries	UUP	UUP	UUP	UUP		P	UUP
Hospitals [except mental and alcoholic]				P	P	P	P
Hospitals [mental and alcoholic]	CUP	CUP	CUP	CUP		CUP	CUP
Hotels				P	P	P/L ^[40]	P/L ^[47]
Information establishments						P	P
Internet, service providers			P				P
Job printing, newspapers, lithography, and publishing						P	
Kennels, commercial			P	P	P		P
Labor camps (transient)	CUP	CUP	CUP	CUP		CUP	CUP
Laboratories			P	P	P	CUP	P
Laboratories (incl. medical, dental, or photographic)			P/L	P	P	P	P
Laundry, industrial			P				P
Legal services	P/L ^[3]		P	P	P	P	P
Libraries (public)	P			P	P		P
Light Manufacturing, Fabrication, and Assembly			P/L ^[8]				
Limousine/Taxi service							P
Machine shop			P			P/L ^[32]	
Management of companies and enterprises	P/L ^[3]		P	P	P		P
Manufactured home sales							P
Marijuana Producer/Processor, Recreational			P/L ^[54]	P/L		P/L ^[54]	
Marijuana Retailer, Recreational				P/L ^[54]		P/L ^[54]	
Marinas					P/L ^[24]		
Mixed use	UUP	UUP	UUP	UUP	P/L ^[26]	UUP	P/L ^[50]
Motels				P	P	P/L ^[40]	P/L ^[47]
Motion picture services	P/L ^[3]			P	P		P
Museums	P		P/L ^[7]	P	P		P
Nursing homes (PR-R-Nursing care facility; IC-Nursing and Residential Care Facility)				P	P		P
Offices, business and professional						P	P
Open air theaters	CUP	CUP	CUP	CUP		CUP	CUP
Parcel service delivery	P/L ^[3]		P			P	P/L ^[51]
Parole or probation offices			P	P	P		P
Pawnshop			P	P	P	P	P
Personal and business services	P/L ^[3]		P/L ^[7]	P/L ^[16]	P/L ^[22]		P
Pet boarding			P	P	P		P
Pet shop	P/L ^[1]			P	P	P/L ^[33]	P
Photocopying and duplicating services	P/L ^[1] ^[3]		P	P	P		P
Photo finishing	P/L ^[1]		P	P	P	P	P
Planned unit development	P						
Postal service	P		P	P	P		P
Professional, scientific, technical services	P/L ^[3]		P	P	P		P
Professional offices, medical, dental	P/L ^[3]		P	P	P		P
Public administration facilities	P		P	P/L ^[17]	P/L ^[25]		P/L ^[49]

TABLE 18.52-010B
COMMERCIAL ZONE PRIMARY USES

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C
Public facilities	P		P/L _[10]	P	P/L _[25]		P
Public utility facilities	P/L _[4]		P/L _[10]	P/L _[17]	P	P/L _[34]	P/L _[52]
Publishing, telecommunications, internet service providers, data processing services	P/L _[3]		P	P	P	P	P
Race tracks, drag strips, motorcycles hills and Go-Kart tracks	CUP	CUP	CUP	CUP		CUP	CUP
Real estate renting and leasing	P/L _[3]		P	P	P	P	P
Recreational facilities – commercial	CUP	CUP	CUP	CUP	CUP	P	CUP
Recreational vehicles, sales and storage						P	P
Religious grant writing, civic and professional organizations	P/L _[3]	P	P/L _[7]	P	P	P	P
Repair services	P/L _{[2][3]}		P/L _[7]	P/L _{[16][18]}	P/L _[22] [25]		P
Repossession services	P/L _[3]		P	P	P		
Restaurants	P		P/L _[9]	P	P	P	P
Retail services and trade	P/L _[1]		P/L _[7]	P/L _{[15][19]}	P/L _[21]	P	P/L _[43]
Retirement housing		P		P	P		P
Reupholster	P		P	P/L _[19]	P	P	P
Saws and filing shops			P			P	
Sewage treatment plants	UUP	UUP	UUP	UUP		UUP	UUP
Signs, manufacturing						P	
Self-storage/ mini-warehouse leasing			P				P/L _[44]
Services to buildings and dwellings	P/L _[3]		P	P	P		P
Services, miscellaneous	P/L _[3]		P/L _[7]	P/L _[16] [18]	P/L _[22]		P/L _{[45][48]}
Spectator sports	CUP		CUP	P	P		P
Stadiums	CUP	CUP	CUP	CUP		CUP	CUP
Supermarkets	P/L _[1]		P	P	P		P
Taverns and cocktail lounges	P/L _[1]		P	P	P	P/L _[38]	P
Telecommunication facilities	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Telephone exchanges						P	
Tire sales and service	P/L _[3]						P
Theaters				P	P	P/L _[35]	P
Towing operations						UUP	
Transportation and wholesale trade			P/L _[11]				
Water transportation					CUP		
Welding repair	P/L _{[2][3][57]}		P	P/L _{[16][57]}	P/L _[57]	P	P
Wholesale business			P			P	
Wholesale trade and distribution of groceries				CUP			
Notes: - Limitations that correspond to the bracketed numbers [] are set forth below. - Uses and developments are also subject to the specific standards for each zone. - Conditional and Unclassified Use Permit requirements may be found in DMMC chapter 18.140.							

1 Neighborhood Commercial Zone

2
3 Every use locating in the N-C Zone is subject to the standards of DMMC 18.90. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B.

1 1. **On-Premises Retail Enterprise Dispensing Food or Commodities**

2 This regulation applies to all parts of Table 18.52.010B that have a [1].

3 Not including automobiles, boats, trailers, and heavy-duty equipment and which may involve only incidental and limited fabrication or
4 assembly of commodities.

5 2. **Repair, Incidental**

6 This regulation applies to all parts of Table 18.52.010B that have a [2].

7 Any repairing done on the premises shall be incidental only and limited to custom repairing of the types of merchandise sold on the
8 premises at retail; the floor area devoted to such repairing shall not exceed 20 percent of the total floor area occupied by the particular
9 enterprise of which it is a part, except that the limitations of this paragraph shall not apply to shoe, radio, television, or other small
10 household appliance repair service

11 3. **Business Offices, Professional Services or Personal Services to the Individual**

12 This regulation applies to all parts of Table 18.52.010B that have a [3].

13 Business offices and any type of use rendering professional services or personal services to the individual shall be permitted; provided:

- 14 (i) The service does not involve keeping the person receiving the service overnight on the premises;
- 15 (j) The service does not include selling alcoholic beverages for on-premises consumption unless accessory to restaurant;
- 16 (k) The service does not involve in whole or in part the providing of recreation, recreational facilities, or entertainment other than
17 moorage for private pleasure craft; and
- 18 (l) The professional service does not include kennels or small animal hospitals or clinics.

19 4. **Public Utility Installation**

20 This regulation applies to all parts of Table 18.52.010B that have a [4].

21 Public utility installation shall be permitted in the N-C Zone when relating directly to local distribution of services including switching and
22 transmission stations, but not including warehouses, service yards, or the like unless otherwise permitted by this Title.

23 5. **Public Off-Street Parking Facilities** (publicly or privately owned and operated)

24 This regulation applies to all parts of Table 18.52.010B that have a [5].

25 Any area so used shall not be used for a vehicle, trailer, or boat sales area or for the accessory storage of such vehicles.

26 6. **One Antenna System** (which exceeds the maximum building height specified for the commercial zone)

27 This regulation applies to all parts of Table 18.52.010B that have a [6].

- 28 (a) Does not exceed 15 feet in height above the building height limitation for the applicable zone;
- 29 (b) Is set back at least the vertical height of the antenna system measured from the center point of the base of the mast horizontally
30 to the nearest property line;
- 31 (c) Has a maximum horizontal cross-sectional area for that part of the mast which is above building height limitation for the zone
32 such that an imaginary four-inch diameter circle would encompass all points of the horizontal cross-section;
- 33 (d) Has a maximum allowable three-dimensional space intrusion of 1,200 cubic feet for single ground plane antennas with a single
34 driven element, and 200 cubic feet for beams, quads, and other multi-element antennas; provided, that these limitations on
35 three-dimensional space intrusion shall not be applicable to single long-wire antennas, single whip antennas, and single coaxial
36 antennas. In this paragraph, "three-dimensional space intrusion" means the space within an imaginary rectangular prism which
37 contains all extremities of an antenna;
- 38 (e) Does not encroach into any required setback for the zone; a guy wire and anchor point for an antenna system is prohibited in
39 any required setback or within three feet of the side or rear property lines; provided, if any alley abuts a rear property line, a guy
40 wire and anchor point may extend to the rear property line;
- 41 (f) Provided, that a variation from the above limitations not to exceed 10 percent may be granted by city administrative officials;
42 such variation shall be granted when it will not significantly increase the hazard factor, the aesthetic impact, or the economic
43 consequences of such antenna system; and
- 44 (g) Further provided, that all antenna systems exceeding the above limitations and legally in place on November 5, 1978, the
45 effective date of the ordinance codified in this subsection (8), shall have one year within which to satisfy the requirements for
46 and receive a conditional use permit which authorizes the continued placement of such antenna system.

47 **Institutional Campus Zone**

48 Every use locating in the I-C Zone is subject to the standards of DMMC 18.95.

49 **Business Park Zone**

50

Every use locating in the B-P Zone is subject to the standards of DMMC 18.105. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B.

7. Services

This regulation applies to all parts of Table 18.52.010B that have a [7].

Services in the B-P Zone are limited to the following:

- (a) Administrative support services (561);
- (b) Professional, scientific, and technical services (54);
- (c) Management of companies and enterprises (55);
- (d) Health care services (621); provided, that this use is prohibited north of South 200th Street;
- (e) Repair services (8112, 8113 and 8114);
- (f) Personal services (812);
- (g) Recreation services (711310, 712110, 712120, 712190, 713940, and 713990); provided, that these uses are prohibited north of South 200th Street;
- (h) Real estate institutions and rental services (53);
- (i) Publishing, telecommunications, Internet service providers, and data processing services (51);
- (j) Educational services (6114, 6115, 6116 and 6117); and
- (k) Religious, business and professional associations (813); provided, that these uses are prohibited north of South 216th Street.

8. Light Manufacturing, Fabrication, and Assembly

This regulation applies to all parts of Table 18.52.010B that have a [8].

Light manufacturing, fabrication, and assembly of the following and closely related products is limited to the following:

- (a) Food products (3114, 3117, 3118, 3119, and 3121);
- (b) Apparel manufacturing (315);
- (c) Wood products manufacturing (3219);
- (d) Furniture and related products manufacturing (337);
- (e) Pharmaceutical and medicine manufacturing (3254);
- (f) Computer and electronic product manufacturing (334);
- (g) Electrical equipment and components manufacturing (335);
- (h) Fabricated metal products manufacturing (3321, 3322, 3323, 3325, 3326, and 3327);
- (i) Medical equipment and supplies manufacturing (3391);
- (j) Printing and related support activities (323);
- (k) Stone, clay, glass, ceramics, pottery, china manufacturing (3271 and 3272); and
- (l) Toys, jewelry, and other miscellaneous manufacturing (3399).

9. Retail Trade

This regulation applies to all parts of Table 18.52.010B that have a [9].

Retail trade in the B-P Zone is limited to the following:

- (a) Restaurants (722);
- (b) Building material and garden equipment and supplies dealers (444);
- (c) General merchandise stores (452 and 445); provided, that these uses are prohibited north of South 200th Street;
- (d) Furniture and home furnishing stores (442); and
- (e) Electronic and appliance stores (443).

10. Public Facilities

This regulation applies to all parts of Table 18.52.010B that have a [10].

Public Facilities in the B-P Zone are limited to the following:

- (a) Public parks (no NAICS code);
- (b) Public administration (92); and
- (c) Public utilities (221121, 221122, and 221210).

11. Transportation and Wholesale Trade

This regulation applies to all parts of Table 18.52.010B that have a [11].

Transportation and wholesale trade is limited to the following:

- (a) Wholesale trade (42); provided, that 4235 is prohibited;
- (a) Motor freight transportation (484);
- (b) Support activities for freight transportation (4884, 4885, and 4889); and
- (c) Courier and postal services (492 and 493).

12. Electric Power Generation, Biomass

This regulation applies to all parts of Table 18.52.010B that have a [12].

Electric Power Generation, Biomass (221119), is prohibited south of South 216th Street and north of South 208th Street.

13. Foreign Trade

This regulation applies to all parts of Table 18.52.010B that have a [13].

Operation of foreign trade zones is limited to the permitted uses allowed in the B-P Zone.

14. Contractors

This regulation applies to all parts of Table 18.52.010B that have a [14].

Contractors in the B-P Zone shall be limited to building and special trade.

Community Commercial Zone

Every use locating in the C-C Zone is subject to the standards of DMMC 18.110. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B.

15. Retail Trade (with ancillary wholesale trade)

This regulation applies to all parts of Table 18.52.010B that have a [15].

Retail trade, with ancillary wholesale trade in the C-C Zone is limited to the following:

- (a) Building materials, hardware, and garden supply, except mobile home dealers (52);
- (b) General merchandise stores (53);
- (c) Food stores (54);
- (d) Gasoline service stations, and other alternative motor vehicle fuels (5541);
- (e) Apparel and accessory stores (56);
- (f) Home furniture, furnishings, and equipment stores (57);
- (g) Eating and drinking places (58); and
- (h) Miscellaneous retail (59), except fuel dealers (598).

16. Services

This regulation applies to all parts of Table 18.52.010B that have a [16].

Services in the C-C Zone are limited to the following:

- (b) Hotels and motels (701);
- (c) Personal and business services, with ancillary wholesale trade (72-73), except the following:
 - (i) Industrial launderers (7218);
 - (ii) Billboard advertising (7312);
 - (iii) Heavy construction equipment rental and leasing (7353);
 - (iv) Industrial truck rental and leasing (7359); and
 - (v) Oil extraction equipment rental and leasing (7359).

- (d) Automobile parking (7521) limited to properties that are municipally owned or operated or controlled by a city-sanctioned business neighborhood association and provided that facilities for parking are constructed and maintained to meet minimum required parking improvements specified in chapter 18.210 DMMC within three years of the commencement of such use.
 - (e) General automotive repair shops (7538);
 - (f) Car washes (7542);
 - (g) Miscellaneous repair services (76), except the following:
 - (i) Tank and boiler cleaning service (7699); and
 - (ii) Tank truck cleaning service (7699).
 - (h) Motion picture services (78);
 - (i) Amusement and recreation services (79), except the following:
 - (i) Adult entertainment facilities and adult motion picture theaters (no SIC); and
 - (ii) Racing, including track operation (7948).
 - (j) Health services (80);
 - (k) Legal services (81);
 - (l) Educational services (82);
 - (m) Social services (83);
 - (n) Museums, art galleries, and botanical and zoological gardens (84);
 - (o) Membership organizations (86);
 - (p) Engineering, accounting, research, management, and related services (87); and
 - (q) Services, not elsewhere classified (89).
17. **Public Administration Facilities**
- This regulation applies to all parts of Table 18.52.010B that have a [17].
- Public administration facilities (91-97) are permitted in the C-C Zone with the exception of correctional institutions (9223).
18. **Automobile Repair, Carwashes, Automobile Service Stations, and Uses with Drive-Through Facilities**
- This regulation applies to all parts of Table 18.52.010B that have a [18].
- Automobile repair, carwashes, automobile service stations, uses with drive-through facilities, and similar uses shall conform to the following limitations and standards in the C-C Zone:
- (a) Automobile repair and the installation of automobile parts and accessories shall be primarily contained within an enclosed structure;
 - (b) Unless specifically authorized by the Planning, Building and Public Works Director, vehicular access shall be limited to one driveway per street frontage;
 - (c) Motor vehicle fuel pump islands shall be set back a minimum of 15 feet from property lines;
 - (d) A six-foot high, 100 percent sight-obscuring fence shall be provided along property lines that abut residentially zoned properties, unless waived by the residential property owner prior to building permit issuance; and
 - (e) Vehicle storage shall be limited to those vehicles contracted for repair or service.
19. **On Site Retail**
- This regulation applies to all parts of Table 18.52.010B that have a [19].
- All products which are manufactured, processed, or treated on the premises must also be sold at retail to the general public on-site.
20. **Public Automobile Parking**
- This regulation applies to all parts of Table 18.52.010B that have a [20].
- Public automobile parking (7521) shall not be permitted in the C-C Zone.
- Downtown Commercial Zone**
- Every use locating in the D-C Zone is subject to the standards of DMMC 18.115. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B.
21. **Retail Trade** (with ancillary wholesale trade)

This regulation applies to all parts of Table 18.52.010B that have a [21].

Retail trade, with ancillary wholesale trade in the D-C Zone is limited to the following:

- (i) Building materials, hardware, and garden supply, except mobile home dealers (52);
- (j) General merchandise stores (53);
- (k) Food stores (54);
- (l) Gasoline service stations, and other alternative motor vehicle fuels (5541);
- (m) Apparel and accessory stores (56);
- (n) Home furniture, furnishings, and equipment stores (57);
- (o) Eating and drinking places (58); and
- (p) Miscellaneous retail (59), except fuel dealers (598).

22. Services

This regulation applies to all parts of Table 18.52.010B that have a [22].

Services in the D-C Zone are limited to the following:

- (r) Hotels and motels (701);
- (s) Personal and business services, with ancillary wholesale trade (72-73), except the following:
 - (i) Industrial launderers (7218);
 - (ii) Billboard advertising (7312);
 - (iii) Heavy construction equipment rental and leasing (7353);
 - (iv) Industrial truck rental and leasing (7359); and
 - (v) Oil extraction equipment rental and leasing (7359).
- (t) Automobile parking (7521) limited to properties that are municipally owned or operated or controlled by a city-sanctioned business neighborhood association and provided that facilities for parking are constructed and maintained to meet minimum required parking improvements specified in chapter 18.210 DMMC within three years of the commencement of such use.
- (u) General automotive repair shops (7538);
- (v) Car washes (7542);
- (w) Miscellaneous repair services (76), except the following:
 - (i) Tank and boiler cleaning service (7699); and
 - (ii) Tank truck cleaning service (7699).
- (x) Motion picture services (78);
- (y) Amusement and recreation services (79), except the following:
 - (i) Adult entertainment facilities and adult motion picture theaters (no SIC); and
 - (ii) Racing, including track operation (7948).
- (z) Health services (80);
- (aa) Legal services (81);
- (bb) Educational services (82);
- (cc) Social services (83);
- (dd) Museums, art galleries, and botanical and zoological gardens (84);
- (ee) Membership organizations (86);
- (ff) Engineering, accounting, research, management, and related services (87); and
- (gg) Services, not elsewhere classified (89).

23. Public Administration Facilities

This regulation applies to all parts of Table 18.52.010B that have a [23].

Public administration facilities (91-97) are permitted in the D-C Zone with the exception of correctional institutions (9223).

24. **Boat Storage**

This regulation applies to all parts of Table 18.52.010B that have a [24].

Boat storage and repair shall be permitted only as an accessory use on property principally permitted for marina use and shall conform to the following additional limitations and standards:

- (a) The size and location of all boat storage facilities shall be consistent with the council-adopted marina master plan;
- (b) All out-of-water boat repair shall be within a fully secured and fenced area not accessible by the general public;
- (c) All boat repair work shall have containment areas and employ disposal methods for pollutants and toxic substances consistent with Puget Sound Clean Air Agency and NPDES standards;
- (d) Only those boats and similar vessels that will be immediately and actively under repair shall be moved to or placed within a designated boat repair facility.

25. **Automobile Repair, Carwashes, Automobile Service Stations, and Uses with Drive-Through Facilities**

This regulation applies to all parts of Table 18.52.010B that have a [25].

Automobile repair, carwashes, automobile service stations, uses with drive-through facilities, and similar uses shall conform to the following limitations and standards in the D-C Zone:

- (a) Automobile repair and the installation of automobile parts and accessories shall be wholly performed within an enclosed structure approved by the building official for such occupancy;
- (b) Each automotive and service repair facility shall be limited to a maximum of one service bay for each 7,500 square feet of land area per business site;
- (c) Service bays shall be fully utilized to store and park vehicles contracted for repair or service;
- (d) The number of vehicles stored or parked outside for repair or service shall not be greater than the minimum number of required parking stalls serving the auto repair facility pursuant to chapter 18.210 DMMC;
- (e) No outside parking or storage of employee vehicles, customer vehicles, or vehicles contracted for service shall occur in any area that is not designated and approved by the city as an on-site parking stall;
- (f) Motor vehicle fuel pump islands shall be set back a minimum of 15 feet from property lines; and
- (g) A six-foot-high, 100 percent sight-obscuring fence shall be provided along property lines that abut residentially zoned properties, unless waived by the residential property owner prior to building permit issuance.

26. **Mixed Use**

This regulation applies to all parts of Table 18.52.010B that have a [26]

Mixed use development in the D-C Zone shall conform to the following limitations and standards:

- (a) Mixed use structures shall contain area for retail trade or personal and business services, at street level as follows:
 - (i) Pedestrian access from the public sidewalk to the retail trade or personal and business services shall be provided;
 - (ii) A minimum of 60 percent of the street level floor area shall be occupied by retail trade or personal and business services;
 - (iii) A minimum of 75 percent of the street level building frontage adjacent to public right(s)-of-way shall contain floor area for retail trade or personal and business services uses; and
 - (iv) Building space allocated for retail trade or personal and business service uses at the street level shall have a minimum gross interior depth dimension of 55 feet measured perpendicular to the property line abutting the public street(s) serving the site.
- (b) The City Manager or designee is authorized to consider and approve up to a 20 percent reduction of the bulk requirements specified in subsection (9)(a) of this section when a development proposal incorporates on-site parking substantially at street floor level for retail trade or personal and business service uses and the City Manager or designee determines that the proposed reduction(s) does not compromise, interrupt, or interfere with the desired functionality of the building or the continuity of city pedestrian-oriented design goals in the general area and pedestrian access to the site from the public sidewalk or right-of-way.
- (c) Mixed use developments shall comply with all the requirements of chapter 18.155 DMMC, except for private recreational requirements established by DMMC 18.155.050(2).
- (d) A detached structure that contains residential uses and does not meet the requirements for mixed use structures is prohibited.

27. **Educational Services, Colleges and Professional Schools**

This regulation applies to all parts of Table 18.52.010B that have a [27]

Educational services (82) are permitted in the D-C Zone; however, colleges, universities, junior colleges, and professional schools (822) require an Unclassified Use Permit (UUP). See DMMC 18.140.

Highway Commercial Zone

Every use locating in the H-C Zone is subject to the standards of DMMC 18.125. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B

28. **Building Materials Stores and Yards, Retail Only**

This regulation applies to all parts of Table 18.52.010B that have a [28].

Building materials stores and yards (retail only) are permitted in the H-C Zone provided that any required wall on a property line common with residential property shall be not less than eight feet in height.

29. **Ceramic Products**

This regulation applies to all parts of Table 18.52.010B that have a [29].

The manufacture of ceramic products, including figurines (but not including bricks, drain, building, or conduit tile), shall be permitted in the H-C Zone using only previously pulverized clay and batch kilns as distinguished from shuttle, tunnel, or beehive kilns, and such batch kilns shall not exceed a total capacity of 130 cubic feet.

30. **Garages, Public**

This regulation applies to all parts of Table 18.52.010B that have a [30].

Public garages, including repair, when entirely in an enclosed building.

31. **Glass Edging, Beveling, and Silvering**

This regulation applies to all parts of Table 18.52.010B that have a [31].

Glass edging, beveling, and silvering shall be permitted in the H-C Zone in connection with the sales of mirrors and glass-decorated furniture.

32. **Machine Shop**

This regulation applies to all parts of Table 18.52.010B that have a [32].

No automatic screw machines or punch press over five tons.

33. **Pet Shops**

This regulation applies to all parts of Table 18.52.010B that have a [33].

Pet shops shall be permitted in the H-C Zone if entirely within a building.

34. **Public Utility Installations**

This regulation applies to all parts of Table 18.52.010B that have a [34].

Public utility installations shall be permitted in the H-C Zone if relating directly to the distribution of services.

35. **Adult Motion Picture Theaters**

This regulation applies to all parts of Table 18.52.010B that have a [35].

Adult motion picture theaters are prohibited within 500 feet of the property lines of churches, schools, preschool through high school, public facilities, adult entertainment facilities, or other adult motion picture theaters.

36. **Automobile Service Stations**

This regulation applies to all parts of Table 18.52.010B that have a [36].

Buildings, structures, and the leading edge of pump islands shall not be closer than 20 feet to any street property line, except that service station canopies and marquees may project 10 feet into the required setback.

37. **Educational Services**

This regulation applies to all parts of Table 18.52.010B that have a [37].

Education services in the H-C Zone are limited to business or commercial schools.

38. **Cocktail Lounges**

This regulation applies to all parts of Table 18.52.010B that have a [38].

Cocktail lounges shall be permitted in the H-C Zone when located within a restaurant.

39. **Death Care Services**

This regulation applies to all parts of Table 18.52.010B that have a [39].

Death care services in the H-C Zone shall be limited to mortuaries.

40. **Hotels/Motels**

This regulation applies to all parts of Table 18.52.010B that have a [40].

Hotels and motels in the H-C Zone shall not include apartment hotels.

41. **Auction House**

This regulation applies to all parts of Table 18.52.010B that have a [41].

Auction houses or stores in the H-C Zone shall not include vehicles or livestock.

42. **Boat Moorage**

This regulation applies to all parts of Table 18.52.010B that have a [42].

Boat Moorage in the H-C Zone shall be permitted for private pleasure craft.

Pacific Ridge Commercial Zone

Every use locating in the PR-C Zone is subject to the standards of chapter 18.135 DMMC. The paragraphs listed below contain specific limitations and correspond with the bracketed [] footnote numbers from Table 18.52.010B

43. **Retail Trade, Use Car Dealers**

This regulation applies to all parts of Table 18.52.010B that have a [43].

Retail trade (44-45) is permitted in the PR-C Zone, but no more than two exclusive used car dealers (441120) shall be allowed.

44. **Real Estate Rental and Leasing**

This regulation applies to all parts of Table 18.52.010B that have a [44].

Mini-warehouses and self storage units (53113) may not front on Pacific Highway South.

45. **Administrative and Support Services**

This regulation applies to all parts of Table 18.52.010B that have a [45].

Limited to NAICS codes 561110 (administrative) and 561210 (support services).

46. **Arts, Entertainment, and Recreation**

This regulation applies to all parts of Table 18.52.010B that have a [46].

Adult entertainment facilities and adult motion picture theaters are prohibited north of South 216th Streets and within 500 feet of the property lines of churches, common schools, day care centers, public facilities, or other adult entertainment facilities or adult motion picture theaters.

47. **Accommodation and Food Services**

This regulation applies to all parts of Table 18.52.010B that have a [47].

Accommodation and food services (72) in the PR-C Zone is limited to the following:

- (a) Hotels (except casino hotels) and motels (72111), except that these must contain a minimum of 75 guest rooms;
- (b) Casino hotels (721120); and
- (c) Food services (722310 – 7223515); however, mobile food services (722330) are also regulated by chapter 5.57 DMMC.

48. **Automobile Repair, Automobile Service Stations, and Similar Uses**

This regulation applies to all parts of Table 18.52.010B that have a [48].

General automotive repair (81111), automotive exhaust system repair (81112), automotive transmission repair (81113), automotive body, paint, and interior repair and maintenance (81121), automotive glass replacement shops (81122), automotive oil change and lubrication shops (81191), and similar uses shall be allowed in the PR-C Zone; provided, that all of the following requirements shall be met:

- (a) Repair and the installation of automobile parts and accessories shall be primarily contained within an enclosed structure;
- (b) Any business owner proposing to use a building or structure that the proposed use is located or proposed to be located within shall demonstrate to the City of Des Moines, South King Fire and Rescue, and Puget Sound Clean Air Agency that quantities, storage, and transport of hazardous materials are properly managed, work areas provide adequate containment to avoid pollution runoff, and facilities are equipped with proper pretreatment devices to avoid discharge of pollutants to the air or public drainage systems;
- (c) Unless specifically authorized by the City Manager or the City Manager's designee, views into automobile service bays from Pacific Highway shall be diminished by building orientation, screening, or other means;

- (d) Vehicular access shall be consistent with the City's street development and construction standards;
- (e) Motor vehicle fuel pump islands shall be set back a minimum of 15 feet from property lines;
- (f) A six-foot-high, 100 percent sight-obscuring fence shall be provided along property lines that abut residential properties as designated by the Des Moines Comprehensive Plan; and
- (g) Vehicle storage shall be limited to those vehicles contracted for repair or service.

49. Public Administration

This regulation applies to all parts of Table 18.52.010B that have a [49].

Public administration (92) uses shall be permitted in the PR-C Zone, except correctional institutions (92214).

50. Mixed Use

This regulation applies to all parts of Table 18.52.010B that have a [50].

Mixed use shall be permitted in the PR-C Zone, except:

- (a) In that part of PR-C fronting on Pacific Highway South and/or South 216th Street, dwellings may be located on the ground floor; provided, that they are accessed from the rear of the property; and provided, that the commercial uses in that portion of the building must front and be accessed from Pacific Highway South or South 216th Street;
- (b) When a project fronting Pacific Highway South or South 216th Street contains more than one building, those buildings not fronting on Pacific Highway South or South 216th Street may be single purpose multifamily residential buildings; and
- (c) No residential use is permitted north of South 216th Street;

51. Parcel Service Delivery

This regulation applies to all parts of Table 18.52.010B that have a [51].

Parcel service delivery in the PR-C Zone shall be limited to the postal service (491110).

52. Public Utility Facilities

This regulation applies to all parts of Table 18.52.010B that have a [52].

Public utility facilities and appurtenances shall be permitted in the PR-C Zone when necessary for the distribution of utility services to final customers within the immediate area.

All Zones

53. Adult Entertainment Facilities

This regulation applies to all parts of Table 18.52.010B that have a [53].

Adult entertainment facilities are subject to the additional standards of chapter 18.16 DMMC and chapter 5.48 DMMC.

54. Recreational Marijuana

This regulation applies to all parts of Table 18.52.010B that have a [54].

State licensed marijuana producers, processors, and retailers may locate in the City of Des Moines pursuant to chapter 18.250 DMMC.

55. Family Day Care Providers

This regulation applies to all parts of Table 18.52.010B that have a [55].

A family day care provider home facility is a permitted use in all zones, subject to the conditions in chapter 18.180 DMMC:

56. Social Service Facilities

This regulation applies to all parts of Table 18.52.010B that have a [56].

Social service facilities shall conform to the following limitations and standards:

- (a) Outdoor play/recreation areas for children shall be set back a minimum of five feet from property lines; and
- (b) Unless specifically authorized by the City Manager or designee, passenger loading and unloading areas shall be provided on site.

57. Welding Repair

This regulation applies to all parts of Table 18.52.010B that have a [57].

Welding repair in shall only be permitted in an enclosed structure.

Chapter 18.55
Single-Family Residential Zone

Sections:

18.55.010 Title.
18.55.020 Application.
18.55.030 Purpose.
18.55.040 Authority.
18.55.050 Lot area.
18.55.060 Lot area per dwelling unit.
18.55.070 Lot width.
18.55.080 Front yard.
18.55.090 Side yard.
18.55.100 Rear yard.
18.55.110 Height.
18.55.120 Permissible lot coverage.
18.55.130 Placement of buildings and structures.
18.55.140 Accessory living quarters (ALQ).

Sec. 134. 18.55.010. Title. This chapter shall be entitled "Single-Family Residential Zone."

Sec. 135. 18.55.020. Application. This chapter shall apply to all areas zoned Single-Family Residential.

Sec. 136. 18.55.030. Purpose. The principal objective and purpose to be served by this Zone and its application is to create a living environment of the highest standards for single-family dwellings. Other related uses contributing directly to a complete living environment are considered compatible and therefore also permitted. A further related consideration is to make it possible to more efficiently and economically design, install, and maintain all physical public service facilities in terms of size and capacity to adequately and permanently meet needs resulting from a defined intensity of land use.

Sec. 137. 18.55.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 138. 18.55.050. Lot area.

(1) To accomplish the purpose of this chapter, there are established in the Single-Family Residential Zone five minimum required lot area standards with respect to each of which different related yards and open spaces and are identified on the zoning map by the designations RS-15,000, RS-9,600, RS-8,400, RS-7,200, and RS-4,000:

(a) The minimum required area of a lot in an area designated as RS-15,000 shall be 15,000 square feet provided, however, in the geographic area described as follows:

Property located in the S.W. 1/4 of Section 17, T22N, R4E, W.M. The real property is enclosed by the following boundaries: west of the western margin of Marine View Drive, north of the northern margin of S. 240th Street, east of the Puget Sound East Passage O.H.W., and south of the north line of the S.E. 1/4 of the S.W. 1/4 of said section as recorded in King County, Washington records. A lot containing a minimum area of 25,000 square feet may be subdivided into no more than two lots, each containing a minimum area of 12,500 square feet, provided sanitary sewer service is available to the lot.

(b) The minimum required area of a lot in an area designated as RS-9,600 shall be 9,600 square feet.

(c) The minimum required area of a lot in an area designated as RS-8,400 shall be 8,400 square feet.

(d) The minimum required area of a lot in an area designated as RS-7,200 shall be 7,200 square feet.

(e) The minimum required area of a lot in an area designated as RS-4,000 shall be 4,000 square feet.

(2) In a multiple-lot subdivision containing four or more lots, the minimum lot area shall be deemed to have been met if the average lot area is not less than the minimum lot area requirement of the zone in which the property is located. In computing the average square foot area of lots in a subdivision not more than 25 percent of the number of lots may contain an area less than the prescribed minimum for the zone, but in no

case shall a lot contain less area than as set forth in the following:

(a) In RS-15,000, 13,500 square feet of lot area;

(b) In RS-9,600, 8,640 square feet of lot area;

(c) In RS-8,400, 7,560 square feet of lot area;

(d) In RS-7,200, 6,400 square feet of lot area;

(e) In RS-4,000, 3,600 square feet of lot area; and

(3) Provided further, that for lots containing more than the minimum lot area required for the zone in which the property is located, not more than the following areas of such lots may be credited in determining the average lot area:

(a) In RS-15,000, 16,500 square feet of lot area;

(b) In RS-9,600, 10,560 square feet of lot area;

(c) In RS-8,400, 9,240 square feet of lot area;

(d) In RS-7,200, 7,920 square feet of lot area;

(e) In RS-4,000, 4,400 square feet of lot area.

Sec. 139. 18.55.060. Lot area per dwelling unit.

(1) In lots approved before August 3, 1964, the lot area per dwelling unit shall be no less than the minimum area of a lot as required for the zone in which the property is located. In lots approved after August 3, 1964, the lot area per dwelling unit for each individual lot shall be the area of the individual lots conforming to the approved subdivision.

(2) In the case of a permitted duplex, the lot area per dwelling unit shall be not less than one-half of the minimum required area of the lot. If a lot has less than 7,200 square feet, and was of record on August 3, 1964, the lot area per dwelling unit for a duplex shall be not less than 3,000 square feet.

1 **Sec. 140. 18.55.070. Lot width.** Every lot in a
2 Single-Family Residential Zone shall maintain a width of not
3 less than the following:

4 (1) The minimum width of a lot in an area designated
5 as RS-15,000 - 80 feet;

6 (2) The minimum width of a lot in an area designated
7 as RS-9,600 - 75 feet;

8 (3) The minimum width of a lot in an area designated
9 as RS-8,400 - 70 feet;

10 (4) The minimum width of a lot in an area designated
11 as RS-7,200 - 60 feet;

12 (5) The minimum width of a lot in an area designated
13 as RS-4,000 - 40 feet.

14 **Sec. 141. 18.55.080. Front yard.** Every lot in a
15 Single-Family Residential Zone shall have a front yard with a
16 depth of not less than 20 feet.

17 **Sec. 142. 18.55.090. Side yard.**

18 (1) In a Single-Family Residential Zone every lot
19 shall have a side yard on each side of the lot.

20 (2) For lots 60 feet or more in width, the side yard
21 shall have a width of not less than five feet on one side and 10
22 feet on the other side.

23 (3) For lots less than 60 feet in width, all side
24 yards shall have a width of not less than five feet.

25 **Sec. 143. 18.55.100. Rear yard.**

26 (1) In a Single-Family Residential Zone every lot type
27 except through lots shall have a rear yard.

28 (2) For lots 6,400 square feet or more in area, the
29 rear yard shall have a depth of not less than 20 feet.

30 (3) For lots less than 6,400 square feet in area, the
31 rear yard shall have a depth of not less than 10 feet.

1 **Sec. 144. 18.55.110. Height.** In a Single-Family
2 Residential Zone no residential building or structure shall
3 exceed a height of 30 feet.

4 **Sec. 145. 18.55.120. Permissible lot coverage.**

5 (1) In a Single-Family Residential Zone all buildings
6 and structures shall not cover more of the lot than the maximum
7 lot coverage requirements provided in this section.

8 (2) The maximum lot coverage requirements provided in
9 this section shall not apply to open areas for on-site parking
10 and private swimming pools.

11 (3) For lots 6,400 square feet or more in area,
12 maximum lot coverage shall be 35 percent of lot area.

13 (4) For lots less than 4,480 square feet in area,
14 maximum lot coverage shall be 50 percent of lot area.

15 (5) For lots 4,480 to 6,399 square feet in area,
16 maximum lot coverage shall be 2,240 square feet.

17 **Sec. 146. 18.55.130. Placement of buildings and**
18 structures. Placement of buildings and structures on any lot in
19 a Single-Family Residential Zone shall conform to the following:

20 (1) Interior lots.

21 (a) Any building any portion of which contains a
22 dwelling unit or accessory living quarters shall not be located
23 closer to any property line than allowed by the yard
24 requirements of this chapter;

25 (b) The distance between a building containing a
26 dwelling unit or accessory living quarters and any other
27 buildings on the same lot shall be not less than 10 feet;

28 (c) On the rear third of a lot accessory buildings not
29 containing accessory living quarters may be built on the lot
30 side lines and the lot rear line; provided, not less than 10
31 feet of the lot rear line shall be free and clear of buildings;
32 and provided further, if the lot rears upon an alley, a garage
33 with a vehicular entrance from the alley shall maintain a

1 distance of not less than 15 feet from the centerline of the
2 alley.

3 (2) Corner lots and reverse corner lots.

4 (a) Except as specified below, any building containing
5 a dwelling unit or accessory living quarters and any other
6 building on the same lot shall observe a distance from any lot
7 side line of five feet from one side and 10 feet from the side
8 street side and the rear property line specified by this
9 chapter;

10 (b) The distance between a building containing a
11 dwelling unit or accessory living quarters and any other
12 buildings on the same lot shall be not less than 10 feet;

13 (c) On the rear third of a corner lot accessory
14 buildings not containing accessory living quarters may be built
15 on the lot interior side line and the lot rear line; provided,
16 if the lot rears upon an alley a garage with a vehicular
17 entrance from the alley shall maintain a distance not less than
18 15 feet from the centerline of such alley;

19 (d) On the rear third of a reverse corner lot
20 accessory buildings not containing accessory living quarters may
21 be built to the lot interior side line, but no building shall be
22 erected closer to the lot rear line than five feet unless an
23 alley intervenes, in which case accessory buildings may be built
24 to the lot rear line unless the accessory building is a garage
25 with a vehicular entrance directly from the alley, in which case
26 such building shall maintain a distance of not less than 15 feet
27 from the centerline of the alley;

28 (e) In all cases the width of the required side yard
29 on the side street side shall be observed.

30 **Sec. 147. 18.55.140 Accessory living quarters (ALQ).**

31 (1) Only one ALQ is allowed per residential lot.

32 (2) The fee owner(s) of the property must physically
33 reside in either the primary single-family dwelling or the
34 accessory unit. At no time shall the ALQ and the primary single-
35 family dwelling be rented simultaneously.

(3) The ALQ shall be designed so that the appearance preserves or complements the architectural design and style of the primary single-family residence.

(4) ALQs shall be accessed either through the entrance of the primary dwelling unit or an additional side or rear entrance.

(5) The ALQ must not be less than 350 square feet of living space. Accessory living quarters shall not exceed 800 square feet if they are: (a) detached from the primary single-family dwelling; (b) created through an addition; or (c) designed into a new structure at the time of construction. For ALQs created within an existing single-family residence, the square footage limitation on an ALQ shall be no more than 35 percent of the total square footage of the primary dwelling.

(6) To gain approval for an ALQ, a property owner shall file a completed ALQ development permit application, sign an affidavit of owner occupancy, provide an additional form of documentation such as a driver's license or voter registration record, and apply for a building permit for necessary remodeling or construction. Falsely certifying owner occupancy or failure to comply with the terms of the ALQ land use application approval shall result in the loss of ALQ registration and certificate of occupancy.

(7) The owner occupancy affidavit shall be recorded and filed as a deed restriction with the King County recorder before a certificate of occupancy shall be issued by the Des Moines Building Official.

Chapter 18.60
RA-3,600 Residential:
Attached Townhouse and Duplex 3,600 Zone

Sections:

18.60.010 Title.
18.60.020 Application.

1 18.60.030 Purpose.
2 18.60.040 Authority.
3 18.60.050 Application and review process for townhouse
4 developments.
5 18.60.060 Dimensional standards.
6 18.60.070 General site design requirements.
7 18.60.080 General building design requirements.
8

9 **Sec. 148. 18.60.010. Title.** This chapter shall be
10 entitled "RA-3,600 Residential: Attached Townhouse and Duplex
11 3,600 Zone."

12 **Sec. 149. 18.60.020. Application.** This chapter
13 shall apply to all areas zoned RA-3,600.

14 **Sec. 150. 18.60.030. Purpose.** The principal
15 objective and purpose to be served by this Zone and its
16 application is to implement the City of Des Moines Comprehensive
17 Plan by permitting a limited increase in population density in
18 those areas to which this Zone applies by permitting duplexes or
19 attached, townhouse dwellings on individual lots. Furthermore,
20 it is the objective and purpose of this chapter to provide
21 development regulations that promote a desirable family living
22 environment by establishing a minimum lot area and yards and
23 open spaces. A related consideration is to make it possible to
24 more efficiently and economically design and install all
25 physical public service facilities in terms of size and capacity
26 to adequately and permanently meet the needs resulting from a
27 defined intensity of land use.

28 **Sec. 151. 18.60.040. Authority.** This chapter is
29 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
30 36.70A RCW and other applicable laws.

31 **Sec. 152. 18.60.050. Application and review**
32 **process for townhouse developments.**

33 (1) A subdivision or short subdivision shall be
34 required for all townhouse developments so that individual
35 townhouse dwellings are located on separate lots.

36 (2) Townhouse developments containing nine or fewer
37 lots shall comply with the applicable provisions of this Title

1 and chapter 17.05 DMMC (Short Subdivisions) or chapter 17.15
2 DMMC (Modified Subdivisions and Short Subdivisions).

3 (3) Townhouse developments containing five or more
4 lots shall comply with the applicable provisions of this Title
5 and chapter 17.10 DMMC (Subdivisions), or chapter 17.05 DMMC
6 (Short Subdivisions), or chapter 18.230 DMMC (Planned Unit
7 Development).

8 (4) In addition to the application materials specified
9 by chapter 17.40 DMMC (Miscellaneous Provisions), applications
10 for townhouse developments shall include the following:

11 (a) Site plan depicting site and lot boundaries,
12 abutting streets, interior public and private streets, and
13 off-street parking areas, sidewalks, open spaces,
14 recreation facilities, solid waste collection areas,
15 drainage systems, and building locations and setbacks.

16 (b) Landscaping plan.

17 (c) Typical building elevations including the exterior
18 architectural design features and materials.

19 (d) Proposed topography indicated by contours at two-
20 foot intervals. If the proposed townhouse development has slopes
21 that exceed 15 percent, five-foot contour intervals may be used
22 in those areas.

23
24 **Sec. 153. 18.60.060 Dimensional standards.**

25
26 (1) Lot area.

27 (a) Except as provided below, the minimum required lot
28 area shall be 7,200 square feet. Within a multiple lot
29 subdivision the minimum lot area shall be deemed to have been
30 met if the average lot area is not less than 7,200 square feet.
31 In computing the average area of lots in a subdivision not more
32 than 25 percent of the number of lots may contain an area less
33 than 7,200 square feet and in no case shall a lot contain less
34 than 6,400 square feet of area. For lots containing more than
35 7,200 square feet of area not more than 8,000 square feet of
36 area may be credited in determining the average.

1 (b) The minimum required area for a townhouse
2 development shall be 7,200 square feet. Within a townhouse
3 development, internal lots for the purpose of individual
4 ownership of dwellings with undivided interest in the common
5 areas and facilities may be less than 7,200 square feet in area.

6 (2) Lot area per dwelling unit.

7 (a) For duplexes, the lot area per dwelling unit shall
8 not be less than 3,600 square feet. Within multiple lot
9 subdivisions where lots contain an area less than 7,200 square
10 feet but not less than 6,400 square feet, the lot area per
11 dwelling unit shall be one-half of the area of the lot.

12 (b) For townhouse developments, the overall lot area
13 per dwelling unit shall not be less than 3,600 square feet.
14 Within a townhouse development, internal lots for the purpose of
15 individual ownership of dwellings with undivided interest in the
16 common areas and facilities may be less than 3,600 square feet
17 in area.

18 (c) In no case shall residential density exceed 12
19 dwelling units per acre. For properties where the City of Des
20 Moines Comprehensive Plan specifies a residential density less
21 than 12 units per acre, development upon that property shall not
22 exceed the residential density specified by the City of Des
23 Moines Comprehensive Plan.

24 (3) Lot width.

25 (a) Except as provided below, every lot in an RA-3,600
26 zone shall have a width of not less than 60 feet.

27 (b) Every townhouse development shall have a width of
28 not less than 60 feet. Within a townhouse development, internal
29 lots that provide for individual ownership of dwellings with
30 undivided interest in the common areas and facilities may have a
31 width of less than 60 feet.

32 (4) Front yard.

33 (a) Except as provided below, every lot shall have a
34 front yard with a depth of not less than 20 feet.

1 (b) Within a townhouse development, the following
2 front yard requirements shall apply:

3 (i) A front yard not less than 20 feet in depth
4 shall be provided adjacent to the perimeter lot front line of a
5 townhouse development. The Planning, Building and Public Works
6 Director shall determine which lot perimeter lines are lot front
7 lines.

8 (ii) Every internal lot shall have a front yard
9 with a depth of not less than 10 feet. This provision shall not
10 apply where a 20-foot front yard is provided as specified by
11 subsection (i) above and a combined front yard 30 feet in depth
12 would be required.

13 (iii) For lots containing a dwelling and on-site
14 parking, on-site parking shall not be located closer than 20
15 feet from the lot front line.

16 (5) Side yard.

17 (a) Except as provided below, every lot shall have a
18 side yard on each side of the lot. The side yards shall have a
19 width of not less than five feet on one side and 10 feet on the
20 other side.

21 (b) Within a townhouse development, the following side
22 yard requirements shall apply:

23 (i) A side yard not less than 10 feet in depth
24 shall be provided adjacent to the perimeter lot side lines of a
25 townhouse development. The Planning, Building and Public Works
26 Director shall determine which perimeter lot lines are side lot
27 lines. There may be no perimeter lot side lines.

28 (ii) Except where townhouse dwellings are
29 attached, every internal lot shall have a side yard of not less
30 than five feet.

31 (iii) Every internal corner lot shall have a side
32 yard on the street side of the lot. The side yard adjacent to
33 the street side line shall have width of not less than 10 feet.

34 (6) Rear yard.

1 (a) Except as provided below, every lot except through
2 lots shall have a rear yard with a depth of not less than 20
3 feet.

4 (b) Within a townhouse development, the following rear
5 yard requirements shall apply:

6 (i) A rear yard not less than 10 feet in depth
7 shall be provided adjacent to the perimeter lot rear line of a
8 townhouse development. The Planning, Building and Public Works
9 Director shall determine which lot perimeter lines are rear lot
10 lines. There may be no perimeter lot rear lines.

11 (ii) Every internal lot except through lots
12 shall have a rear yard with a depth of not less than 10 feet.

13 (7) Placement of buildings.

14 (a) The distance between a building containing one or
15 more dwelling units or accessory living quarters and any other
16 building shall be not less than 10 feet.

17 (b) On the rear third of an interior lot accessory
18 buildings not containing accessory living quarters may be built
19 to the lot side lines and the lot rear line; provided, not less
20 than 10 feet of the lot rear line shall be free and clear of
21 buildings; and provided further, if the lot rears upon an alley,
22 a garage with a vehicular entrance from the alley shall maintain
23 a distance of not less than 15 feet from the centerline of the
24 alley.

25 (c) On the rear third of a corner lot accessory
26 buildings not containing accessory living quarters may be built
27 to the lot interior side line and the lot rear line; provided,
28 if the lot rears upon an alley a garage with a vehicular
29 entrance from the alley shall maintain a distance not less than
30 15 feet from the centerline of such alley;

31 (d) On the rear third of a reverse corner lot
32 accessory buildings not containing accessory living quarters may
33 be built to the lot interior side line, but no building shall be
34 erected closer to the lot rear line than five feet unless an
35 alley intervenes, in which case accessory buildings may be built
36 to the lot rear line unless the accessory building is a garage

1 with a vehicular entrance directly from the alley, in which case
2 such building shall maintain a distance of not less than 15 feet
3 from the centerline of the alley.

4 (e) In all cases a 10-foot side yard adjacent to a
5 street side line shall be maintained.

6 (8) Height. No building or structure may exceed a
7 height of 30 feet.

8 (9) Lot coverage.

9 (a) Except as provided below and for churches
10 and schools which shall conform to the lot coverage limitations
11 provided by DMMC 18.52.010A, all buildings, including accessory
12 buildings and structures but not including any open areas used
13 to provide parking spaces and private swimming pools on
14 residential lots, shall not cover more than 35 percent of the
15 area on the lot.

16 (b) Within a townhouse development, the maximum
17 permitted lot coverage shall be 50 percent of the area of the
18 lot.
19

20 **Sec. 154. 18.60.070 General site design requirements.**

21 (1) Dwellings per lot. Except for one duplex on one
22 lot, each dwelling shall be located on a separate lot with no
23 lot having more than one dwelling.

24 (2) Walkways. Paved pedestrian walkways shall be
25 provided on-site on newly developed properties or buildings
26 materially remodeled, enlarged, or repaired to the extent of 50
27 percent of the market value as specified below:

28 (a) Pedestrian walkways shall be provided at or
29 around buildings of sufficient extent to provide safe pedestrian
30 passage between principal building entrances and the public
31 sidewalk(s);

32 (b) Walkways shall be differentiated from
33 vehicular circulation or vehicular parking areas as approved by
34 the Planning, Building and Public Works Director;

1 (c) Walkways shall conform with all applicable
2 provisions of chapter 51-30 WAC (Barrier-Free Facilities), as
3 presently constituted or as may be subsequently amended; and

4 (d) Lighting shall be provided where stairs,
5 curbs, ramps, or abrupt changes in walkway direction occur.

6 (3) Parking.

7 (a) All uses shall conform to the off-street
8 parking provisions uses set forth by chapter 18.210 DMMC
9 (Loading Areas and Off-Street Parking).

10 (b) Within a townhouse development, at least
11 one of the parking spaces required for each dwelling unit shall
12 be provided within an enclosed garage.

13 (c) Within a townhouse development, required
14 parking for a dwelling may be provided on a different lot than
15 the unit when the right to use that parking is formalized by an
16 easement on the approved and recorded plat.

17 (4) Vehicular access.

18 (a) Vehicular access via paved surfaces shall
19 be provided to all on-site parking areas.

20 (b) Unless waived by the Planning, Building and
21 Public Works Director, one shared driveway shall be allowed for
22 every two townhouse dwellings.

23 (5) Parks. All townhouse developments shall comply
24 with the park land requirements specified by DMMC 17.35.180
25 (Parks).

26 (6) Private, usable open space for each townhouse
27 dwelling shall be provided on the same lot as the townhouse
28 dwelling.

29 (7) Landscaping. All developments in the RA-3,600 zone
30 shall conform to the landscaping and screening requirements set
31 forth by chapter 18.195 DMMC (Landscaping and Screening).
32

1 **Sec. 155. 18.60.080 General building design**
2 **requirements.** Townhouse developments shall conform to the
3 following building design requirements:

4 (1) No more than four townhouse dwelling units shall
5 be provided within any building.

6 (2) Residential buildings shall not exceed 125 feet in
7 length.

8 (3) The common wall between attached townhouse
9 dwellings shall be located on a lot side line. Attached
10 townhouse dwelling units shall be separated as provided in Title
11 14 DMMC.

12 (4) The main entry and the first floor for each
13 townhouse dwelling shall be within three vertical feet of ground
14 level. Basements and daylight basements may be provided below
15 the first floor.

16 (5) Every townhouse dwelling shall have a separate,
17 individual entry.

18 (6) Entrances to residential buildings shall include
19 two or more of the following design features: covered porch,
20 covered entry, steps, or recessed or projecting doorway.

21 (7) Garage doors shall not constitute more than 40
22 percent of any wall area on a single townhouse dwelling.

23 (8) Residential building facade modulation shall
24 include all the following:

25 (a) The maximum wall length without modulation
26 shall be 25 feet.

27 (b) The sum of the modulation depth and width
28 shall be no less than eight feet. Neither the modulation depth
29 nor the modulation width shall be less than two feet.

30 (c) Within a residential building containing
31 two townhouses, the front yard setback for individual townhouse
32 dwellings shall vary so that the dwellings do not have the same
33 front yard setback.

1 (d) Within a residential building contained
2 three or more townhouses, the front yard setback for individual
3 townhouse dwellings shall vary so that no more than two-thirds
4 of the dwellings have the same front yard setback.

5 (e) Any other technique approved by the
6 Planning, Building and Public Works Director or City Council
7 that achieves the intent of this section.

8 (9) Residential buildings and buildings containing
9 parking shall have pitched roofs with a minimum slope of 4:12
10 over a minimum of 65 percent of the building.

11 (10) Residential buildings with rooflines exceeding 60
12 feet in length shall provide roofline variation in accordance
13 with all of the following:

14 (a) The maximum roof length without variation
15 shall be 30 feet.

16 (b) The minimum horizontal or vertical offset
17 shall be two feet.

18 (c) The minimum variation length shall be eight
19 feet.

20 (d) Roofline variation shall be achieved using
21 one or more of the following methods:

22 (i) Vertical offset in ridge line.

23 (ii) Horizontal offset in ridge line.

24 (iii) Variations in roof pitch.

25 (iv) Gables.

26 (v) Any other technique approved by the
27 Planning, Building and Public Works Director or City Council
28 that achieves the intent of this section.

29 (11) Every townhouse dwelling shall have recorded with
30 the county auditor a perpetually binding common party wall
31 agreement as a covenant to each deed establishing the rights and
32 obligations of each owner relative to the common party wall and

1 foundation, and providing for the easements for purposes of
2 maintenance and fire protection. Such agreement shall include
3 provisions for upkeep and maintenance of all common areas and
4 facilities such as landscaping, storm water facilities,
5 utilities, park land, or other facilities.

6 (12) No subdivision or short subdivision of a site
7 containing previously constructed townhouse dwellings shall be
8 allowed unless all common walls meet current building code and
9 fire code requirements for separately-owned townhouse units, and
10 all other requirements of this chapter are satisfied.
11
12

13 **Chapter 18.65**
14 **RM-2,400 Residential: Multifamily 2,400 Zone**
15

16 **Sections:**

17	18.65.010	Title.
18	18.65.020	Application.
19	18.65.030	Purpose.
20	18.65.040	Authority.
21	18.65.050	Lot area.
22	18.65.060	Lot area per dwelling unit.
23	18.65.070	Lot width.
24	18.65.080	Front yard.
25	18.65.090	Side yard.
26	18.65.100	Rear yard.
27	18.65.110	Height.
28	18.65.120	Permissible lot coverage.
29	18.65.130	Placement of buildings and structures.
30	18.65.140	Recreation area required.

31

32 **Sec. 156. 18.65.010. Title.** This chapter shall be
33 entitled "RM-2,400 Residential: Multifamily 2,400 Zone."
34

35 **Sec. 157. 18.65.020. Application.** This chapter
36 shall apply to all areas zoned RM-2,400.

37 **Sec. 158. 18.65.030. Purpose.** The principal objective
38 and purpose to be served by this Zone and its application is to
39 establish areas permitting a greater population density than is
40 allowed in more restrictive zones and at the same time maintain
41 a residential environment consistent with such greater

1 population density. A related consideration is to make it
2 possible to more efficiently and economically design and install
3 all physical public service facilities in terms of size and
4 capacity to adequately and permanently meet needs resulting from
5 a defined intensity of land use.

6
7 **Sec. 159. 18.65.040. Authority.** This chapter is
8 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
9 36.70A RCW and other applicable laws.

10
11 **Sec. 160. 18.65.050. Lot area.** The minimum required
12 area of a lot in an RM-2,400 zone shall be 7,200 square feet;
13 provided, that in a multiple lot subdivision approved subsequent
14 to August 3, 1964, the minimum lot area shall be deemed to have
15 been met if the average lot area is not less than 7,200 square
16 feet. In computing the average square foot area of lots in a
17 subdivision not more than 25 percent of the number of lots may
18 contain an area less than 7,200 square feet but in no case shall
19 a lot contain less than 6,400 square feet. For lots containing
20 more than 7,200 square feet of area not more than 8,000 square
21 feet of area may be credited in determining the average.

22
23 **Sec. 161. 18.65.060. Lot area per dwelling unit.** In
24 an RM-2,400 zone the lot area per dwelling unit shall be not
25 less than 2,400 square feet. In multiple lot subdivisions
26 approved subsequent to August 3, 1964, where lots contain an
27 area less than 7,200 square feet but not less than 6,400 square
28 feet, the lot area per dwelling unit shall be not less than one-
29 third of the area of the lot. Where a lot contains more than
30 7,200 square feet of area, there may be one dwelling unit for
31 each 2,400 square feet of lot area in excess of 7,200 square
32 feet of area. In the case of a permitted transitional use, the
33 lot area per dwelling unit shall be not less than 1,800 square
34 feet.

35
36 **Sec. 162. 18.65.070. Lot width.** Every lot in an RM-
37 2,400 zone shall have a width of not less than 60 feet.

38
39 **Sec. 163. 18.65.080. Front yard.** Every lot in an RM-
40 2,400 zone shall have a front yard with a depth of not less than
41 20 feet.

42

1 **Sec. 164. 18.65.090. Side yard.** In an RM-2,400
2 zone every lot shall have a side yard on each side of the lot
3 which side yard shall have a width of not less than 15 feet.
4 Exceptions:

5 (1) Structures two stories in height may have side
6 yards of 10 feet in width.

7 (2) Structures one story in height may have a side
8 yard of five feet from one side and 10 feet from the other side.

9 **Sec. 165. 18.65.100. Rear yard.** In an RM-2,400
10 zone every lot shall have a rear yard with a depth of not less
11 than 20 feet.

12 **Sec. 166. 18.65.110. Height.** In an RM-2,400
13 zone no building or structure shall exceed a height of 35 feet.

14 **Sec. 167. 18.65.120. Permissible lot coverage.**
15 All buildings, including accessory buildings and structures but
16 not including private swimming pools or any open areas used to
17 provide parking on residential lots shall not cover more than 50
18 percent of the area of the lot.

19 **Sec. 168. 18.65.130. Placement of buildings and**
20 **structures.** Placement of buildings and structures on any lot
21 shall conform to the following:

22

(1) Interior lots.

(a) Any building containing one or more dwelling units or accessory living quarters shall observe a distance not less than 15 feet from any lot side line and 20 feet from the rear property line. Exceptions:

(i) Structures two stories in height may observe a distance of not less than 10 feet from any lot side line.

(ii) Structures one story in height may observe a distance of not less than five feet from one lot side line and not less than 10 feet from the other lot side line;

(b) The distance between a building containing one or more dwelling units or accessory living quarters and any other buildings on the same lot shall be not less than 10 feet;

(c) On the rear third of a lot accessory buildings not containing accessory living quarters may be built to the lot side lines and the lot rear line; provided, not less than 10 feet of the lot rear line shall be free and clear of buildings; and provided further, if the lot rears upon an alley a garage with a vehicular entrance from the alley shall maintain a distance of not less than 15 feet from the centerline of the alley.

(2) Corner lots and reverse corner lots.

(a) Any building containing a dwelling unit or accessory living quarters and any other building on the same lot shall observe a distance of not less than 15 feet from any lot side line and 20 feet from the rear property line. Exceptions:

(i) Structures two stories in height may observe a distance of not less than 10 feet from any lot side line;

(ii) Structures one story in height may observe a distance of not less than five feet from one side line and not less than 10 feet from the side street side;

(b) The distance between a building containing one or more dwelling units or accessory living quarters and any other buildings on the same lot shall be not less than 10 feet;

(c) On the rear third of a corner lot accessory buildings not containing accessory living quarters may be built to the lot interior side line and the lot rear line; provided, if the lot rears upon an alley a garage with a vehicular entrance from the alley shall maintain a distance of not less than 15 feet from the centerline of such alley;

(d) On the rear third of a reverse corner lot accessory buildings not containing accessory living quarters may be built to the lot interior side line, but no building shall be erected closer than five feet to the property line of any abutting lot to the rear unless an alley intervenes, in which case accessory buildings may be built to the lot rear line unless the accessory building is a garage with a vehicular entrance directly from the alley, in which case such building shall maintain a distance of not less than 15 feet from the centerline of the alley;

(e) In all cases the width of the required side yard on the side street side shall be observed.

Sec. 169. 18.65.140 Recreation area required. On-site recreation area shall be provided as specified in chapter 18.155 DMMC.

Chapter 18.70
RM-1,800 Residential: Multifamily 1,800 Zone

Sections:

18.70.010	Title.
18.70.020	Application.
18.70.030	Purpose.
18.70.040	Authority.
18.70.050	Lot area.
18.70.060	Lot area per dwelling unit.
18.70.070	Lot width.
18.70.080	Front yard.
18.70.090	Side yard.
18.70.100	Rear yard.

- 1 18.70.110 Height.
- 2 18.70.120 Permissible lot coverage.
- 3 18.70.130 Placement of buildings and structures.
- 4 18.70.140 Recreation area required.

5 **Sec. 170. 18.70.010. Title.** This chapter shall
6 be entitled "RM-1,800 Residential: Multifamily 1,800 Zone."

7 **Sec. 171. 18.70.020. Application.** This chapter
8 shall apply to all areas zoned RM-1,800.

9 **Sec. 172. 18.70.030. Purpose.** The principal
10 objective and purpose to be served by this Zone and its
11 application is to establish areas permitting a greater
12 population density than is allowed in more restrictive zones and
13 to permit the providing of accommodations for those who desire
14 to live in a residential atmosphere without the necessity to
15 individually maintain a dwelling unit. A related consideration
16 is to make it possible to more efficiently and economically
17 design and install all physical public service facilities in
18 terms of size and capacity to adequately and permanently meet
19 needs resulting from a defined intensity of land use.

20 **Sec. 173. 18.70.040. Authority.** This chapter is
21 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
22 36.70A RCW and other applicable laws.

23 **Sec. 174. 18.70.050. Lot area.** The minimum
24 required area of a lot in an RM-1,800 zone shall be 7,200 square
25 feet; provided, that in a multiple lot subdivision approved
26 subsequent to August 3, 1964, the minimum lot area shall be
27 deemed to have been met if the average lot area is not less than
28 7,200 square feet. In computing the average square foot area of
29 lots in a subdivision, not more than 25 percent of the number of
30 lots may contain an area less than 7,200 square feet and in no
31 case shall a lot contain less than 6,400 square feet. For lots
32 containing more than 7,200 square feet of area not more than
33 8,000 square feet of area may be credited in determining the
34 average.

35 **Sec. 175. 18.70.060. Lot area per dwelling unit.**
36 In an RM-1,800 zone the lot area per dwelling unit shall be not
37 less than 1,800 square feet. Where a lot contains more than
38 7,200 square feet of area, there may be one dwelling unit for

1 each 1,800 square feet of lot area in excess of 7,200 square
2 feet of area.

3 **Sec. 176. 18.70.070. Lot width.** In an RM-1,800 zone
4 every lot shall have a width of not less than 60 feet.

5
6 **Sec. 177. 18.70.080. Front yard.** In an RM-1,800
7 zone every lot shall have a front yard with a depth not less
8 than 20 feet.

9 **Sec. 178. 18.70.090. Side yard.** In an RM-1,800
10 zone every lot shall have a side yard on each side of the lot
11 which side yard shall have a width of not less than 15 feet.
12 Exceptions:

13 (1) Structures two stories in height may have side
14 yards of 10 feet in width;

15 (2) Structures one story in height may have a side
16 yard of five feet from one side and 10 feet from the other side.

17 **Sec. 179. 18.70.100. Rear yard.** In an RM-1,800
18 zone every lot shall have a rear yard with a depth of not less
19 than 20 feet.

20 **Sec. 180. 18.70.110. Height.** In an RM-1,800 zone
21 no building or structure shall exceed a height of 35 feet.

22 **Sec. 181. 18.70.120. Permissible lot coverage.** If
23 a dwelling, rest home, nursing home, or convalescent home is
24 involved, all buildings, including accessory buildings and
25 structures but not including private swimming pools on
26 residential lots or any open areas used to provide parking
27 space, shall not cover more than 50 percent of the area of the
28 lot. If a dwelling or rest home, nursing home, or convalescent
29 home is not involved, then the maximum permissible lot coverage
30 shall not apply.

31 **Sec. 182. 18.70.130. Placement of buildings and**
32 **structures.** Placement of buildings and structures on any lot in
33 an RM-1,800 zone shall conform to the following:

34 (1) Interior lots.

1 (a) Any building containing one or more
2 dwelling units or accessory living quarters shall observe a
3 distance of not less than 15 feet from any lot side line and 20
4 feet from the rear property line. Exceptions:

5 (i) Structures two stories in height may
6 observe a distance of not less than 10 feet from any lot side
7 line;

8 (ii) Structures one story in height may
9 observe a distance of not less than five feet from one lot side
10 line and not less than 10 feet from the other lot side line;

11 (b) The distance between a building containing
12 one or more dwelling units or accessory living quarters and any
13 other buildings on the same lot shall be not less than 10 feet;

14 (c) On the rear third of a lot accessory
15 buildings not containing accessory living quarters may be built
16 to the lot side lines and the lot rear line; provided, not less
17 than 10 feet of the lot rear line shall be free and clear of all
18 buildings; and provided further, if the lot rears upon an alley,
19 a garage with a vehicular entrance from the alley shall maintain
20 a distance of not less than 15 feet from the centerline of the
21 alley.

22 (2) Corner lots and reverse corner lots.

23 (a) Any building containing a dwelling unit or
24 accessory living quarters and any other building on the same lot
25 shall observe a distance of not less than 15 feet from any lot
26 side line and 20 feet from the rear property line. Exceptions:

27 (i) Structures two stories in height may
28 observe a distance of not less than 10 feet from any lot side
29 line;

30 (ii) Structures one story in height may
31 observe a distance of not less than five feet from one lot side
32 line and not less than 10 feet from the side street side;

33 (b) The distance between a building containing
34 one or more dwelling units or accessory living quarters and any
35 other buildings on the same lot shall be not less than 10 feet;

(c) On the rear third of a corner lot accessory buildings not containing accessory living quarters may be built to the lot interior side line and the lot rear line; provided, if the lot rears upon an alley a garage with a vehicular entrance from the alley shall maintain a distance of not less than 15 feet from the centerline of such alley;

(d) On the rear third of a reverse corner lot accessory buildings not containing accessory living quarters may be built to the lot interior side line, but no building shall be erected closer than five feet to the property line in which case accessory buildings may be built to the lot rear line unless the accessory building is a garage with a vehicular entrance directly from the alley, in which case such building shall maintain a distance of not less than 15 feet from the centerline of the alley;

(e) In all cases the width of the required side yard on the side street side shall be observed.

Sec. 183. 18.70.140. Recreation area required.
On-site recreation area shall be provided as specified in chapter 18.155 DMMC.

Chapter 18.75
RM-900 Residential: Multifamily 900 Zone

Sections:

18.75.010	Title.
18.75.020	Application.
18.75.030	Purpose.
18.75.040	Authority.
18.75.050	General design requirements.
18.75.060	Lot area.
18.75.070	Lot area per dwelling unit.
18.75.080	Lot width.
18.75.090	Front yard.
18.75.100	Side yard.
18.75.110	Height.
18.75.120	Permissible floor area.
18.75.130	Permissible lot coverage.
18.75.140	Placement of buildings and structures.
18.75.150	Recreation area required.

1 18.75.160 Prohibition on reclassification of property to RM-
2 900

3 **Sec. 184. 18.75.010. Title.** This chapter shall be
4 entitled "RM-900 Residential: Multifamily 900 Zone."

5 **Sec. 185. 18.75.020. Application.** This chapter
6 shall apply to all areas zoned RM-900.

7 **Sec. 186. 18.75.030. Purpose.** The principal
8 objective and purpose to be served by this Zone and its
9 application is to establish areas permitting the maximum
10 population density. The uses permitted in this Zone relate
11 conveniently and consistently in terms of traffic generated,
12 demands upon public service facilities, and impact upon each
13 other. A related consideration is to make it possible to more
14 efficiently and economically design and install all physical
15 public service facilities in terms of size and capacity to
16 adequately and permanently meet needs resulting from a defined
17 intensity of land use.

18 **Sec. 187. 18.75.040. Authority.** This chapter is
19 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
20 36.70A RCW and other applicable laws.

21 **Sec. 188. 18.75.050. General design requirements.**
22 All new development and significant redevelopment
23 proposals within the RM-900 zone in the downtown neighborhood,
24 as delineated in the Des Moines comprehensive plan, shall
25 demonstrate substantial compliance, as determined by the
26 planning official, with the adopted Marina District Design
27 Guidelines. The guidelines address design issues related to site
28 planning; height, bulk and scale; architectural elements and
29 materials; pedestrian environment; landscape design; and signs.
30 The guidelines provide objectives and techniques for ensuring
31 that new construction provides lasting benefit to the community;
32 minimizes incompatibility among land uses; and promotes economic
33 investment in the downtown neighborhood.

34 **Sec. 189. 18.75.060. Lot area.** The minimum
35 required area of a lot in an RM-900 zone shall be 7,200 square
36 feet; provided, that in a multiple lot subdivision approved
37 subsequent to August 3, 1964, the minimum lot area shall be
38 deemed to have been met if the average lot area is not less than

1 7,200 square feet. In computing the average square foot area of
2 lots in a subdivision, not more than 25 percent of the number of
3 lots may contain an area less than 7,200 square feet and in no
4 case shall a lot contain less than 6,400 square feet. For lots
5 containing more than 7,200 square feet of area not more than
6 8,000 square feet of area may be credited in determining the
7 average.

8 **Sec. 190. 18.75.070. Lot area per dwelling unit.**
9 In an RM-900 zone the lot area per dwelling unit shall be not
10 less than 900 square feet. Where a lot contains more than 7,200
11 square feet of area, there may be one dwelling unit for each 900
12 square feet of lot area in excess of 7,200 square feet of area.

13 **Sec. 191. 18.75.080. Lot width.** In an RM-900 zone
14 every lot shall have a width of not less than 60 feet.

15 **Sec. 192. 18.75.090. Front yard.** In an RM-900
16 zone every lot shall have a front yard with a depth not less
17 than 20 feet. In the case of key lots and lots which side upon
18 commercially or industrially zoned property, the required front
19 yard depth shall be not less than 15 feet.

20 **Sec. 193. 18.75.100. Side yard.** In an RM-900 zone
21 every lot shall have a side yard on each side of the lot which
22 side yard shall have a width of not less than five feet.

23 **Sec. 194. 18.75.110. Height.** In an RM-900 zone no
24 building or structure shall exceed a height of 35 feet.

25 **Sec. 195. 18.75.120. Permissible floor area.** The
26 total permissible floor area to be contained within all
27 buildings on a lot or building site shall not exceed two times
28 the square foot area of the lot. This restriction does not apply
29 to dwelling units when they constitute the only use on the lot.

30 **Sec. 196. 18.75.130. Permissible lot coverage.** If
31 a dwelling, rest home, nursing home, or convalescent home is
32 involved, all buildings, including accessory buildings and
33 structures, but not including private swimming pools on
34 residential lots or open areas used to provide parking space,
35 shall not cover more than 60 percent of the area of the lot. If
36 a dwelling, rest home, nursing home, or convalescent home is not

1 involved, then the maximum permissible lot coverage shall not
2 apply.

3 **Sec. 197. 18.75.140. Placement of buildings and**
4 **structures.** Placement of buildings and structures on any lot in
5 an RM-900 zone shall conform to the following:

6 (1) Interior lots.

7 (a) Any building any portion of which contains
8 one or more dwelling units or accessory living quarters shall
9 observe a distance of not less than five feet from any lot side
10 line and the lot rear line;

11 (b) The distance between a building containing
12 one or more dwelling units or accessory living quarters and any
13 other buildings on the same lot shall be not less than 10 feet;

14 (c) On the rear third of a lot accessory
15 buildings not containing accessory living quarters may be built
16 to the lot side lines and the lot rear line; provided, not less
17 than 10 feet of the lot rear line shall be free and clear of all
18 buildings; and provided further, if the lot rears upon an alley,
19 a garage with a vehicular entrance from the alley shall maintain
20 a distance of not less than 15 feet from the centerline of the
21 alley.

22 (2) Corner lots and reverse corner lots.

23 (a) Any building containing a dwelling unit or
24 accessory living quarters and any other buildings on the same
25 lot shall observe a distance from any lot side line and the lot
26 rear line of five feet;

27 (b) The distance between a building containing
28 one or more dwelling units or accessory living quarters and any
29 other buildings on the same lot shall be not less than 10 feet;

30 (c) On the rear third of a corner lot accessory
31 buildings not containing accessory living quarters may be built
32 to the lot interior side line and the lot rear line; provided,
33 if the lot rears upon an alley a garage with a vehicular
34 entrance from the alley shall maintain a distance not less than
35 15 feet from the centerline of such alley;

(d) On the rear third of a reverse corner lot accessory buildings not containing accessory living quarters may be built to the lot interior side line, but no building shall be erected closer than five feet to the property line of any abutting lot to the rear unless an alley intervenes, in which case accessory buildings may be built to the lot rear line unless the accessory building is a garage with a vehicular entrance directly from the alley, in which case such building shall maintain a distance of not less than 15 feet from the centerline of the alley;

(e) In all cases the width of the required side yard on the side street side shall be observed.

Sec. 198. 18.75.150. Recreation area required.
On-site recreation area shall be provided as specified in chapter 18.155 DMMC.

Sec. 199. 18.75.160. Prohibition on reclassification of property to RM-900. No real property shall be reclassified to a RM-900 zoning designation on or after January 8, 1990; provided, however, this provision shall not apply to any application for zoning reclassification filed prior to December 21, 1989.

Chapter 18.80

RM-900A and RM-900B Residential: Multifamily Zone

Sections:

18.80.010	Title.
18.80.020	Application.
18.80.030	Purpose.
18.80.040	Authority.
18.80.050	General design requirements.
18.80.060	Lot area in the RM-900A Zone.
18.80.070	Lot area in the RM-900B Zone.
18.80.080	Lot area per dwelling unit.
18.80.090	Lot width.
18.80.100	Front yard.
18.80.110	Side yard.
18.80.120	Rear yard.
18.80.130	Height.

- 1 18.80.140 Permissible floor area.
- 2 18.80.150 Permissible lot coverage.
- 3 18.80.160 Placement of buildings and structures.
- 4 18.80.170 Recreation area required.

5 **Sec. 200. 18.80.010. Title.** This chapter shall be
6 entitled "RM-900A and RM-900B Residential: Multifamily Zone."

7 **Sec. 201. 18.80.020. Application.** This chapter
8 shall apply to all areas zoned RM-900A and RM-900B.

9 **Sec. 202. 18.80.030. Purpose.** The principal
10 objective and purpose of the zones in this chapter and their
11 application is to establish areas permitting the maximum
12 population density in the RM-900A Zone for apartment use only,
13 and permit uses other than apartment residential, such as
14 medical, dental, and social services and shelter, all for human
15 beings in the RM-900B Zone for restricted services only. The
16 uses permitted in the RM-900B Zones relate conveniently and
17 consistently in terms of traffic generated, demands upon public
18 service facilities, and impact upon each other. A related
19 consideration is to make it possible to more efficiently and
20 economically design and install all physical public service
21 facilities in terms of size and capacity to adequately and
22 permanently meet needs resulting from a defined intensity of
23 land use.

24 **Sec. 203. 18.80.040. Authority.** This
25 chapter is adopted pursuant to the provisions of chapters 35.63,
26 35A.63 and 36.70A RCW and other applicable laws.

27 **Sec. 204. 18.80.050. General design requirements.**
28 All new development and significant redevelopment proposals
29 within the RM-900A Zone in the Downtown Neighborhood, as
30 delineated in the Des Moines Comprehensive Plan, shall
31 demonstrate substantial compliance with the adopted Marina
32 District Design Guidelines.

1 **Sec. 205. 18.80.060. Lot area in the RM-900A Zone.**
2 The minimum required area of a lot in the RM-900A Zone shall be
3 7,200 square feet.

4 **Sec. 206. 18.80.070. Lot area in the RM-900B Zone.**
5 The minimum required area of a lot in the RM-900B Zone shall be
6 65,340 square feet.

7 **Sec. 207. 18.80.080. Lot area per dwelling unit.**
8 In the RM-900A Zone the lot area per dwelling unit shall be not
9 less than 900 square feet.

10 **Sec. 208. 18.80.090. Lot width. In RM-900A and**
11 RM-900B Zones every lot shall have a width of not less than 60
12 feet.

13 **Sec. 209. 18.80.100. Front yard. In an RM-900A**
14 and RM-900B Zone every lot shall have a front yard with a depth
15 not less than 20 feet.

16 **Sec. 210. 18.80.110. Side yard. In an RM-900A and**
17 RM-900B Zone every lot shall have a side yard on each side of
18 the lot which side yard shall have a width of not less than 15
19 feet. Exceptions:

20 (1) Structures two stories in height may have side
21 yards of 10 feet in width;

22 (2) Structures one story in height may have a side
23 yard of five feet from one side and 10 feet from the other side.

24 **Sec. 211. 18.80.120. Rear yard. In an RM-900A and**
25 RM-900B Zone every lot shall have a rear yard with a depth of
26 not less than 20 feet.

27 **Sec. 212. 18.80.130. Height. In RM-900A and RM-**
28 900B Zones no building or structure shall exceed a height of 35
29 feet.

1 **Sec. 213. 18.80.140. Permissible floor area.** In
2 an RM-900B Zone the total permissible floor area to be contained
3 within all buildings on a lot or building site shall not exceed
4 the square foot area of the lot. This restriction does not apply
5 to dwelling units when they constitute the only use on the lot.

6 **Sec. 214. 18.80.150. Permissible lot coverage.** In
7 an RM-900B Zone all buildings, including accessory buildings and
8 structures, but not including private swimming pools on
9 residential lots or open areas used to provide parking space,
10 shall not cover more than 60 percent of the area of the lot.

11 **Sec. 215. 18.80.160. Placement of buildings and**
12 **structures.** Placement of buildings and structures on any lot in
13 RM-900A and RM-900B Zones shall conform to the following:

14 (1) The distance between a building containing one or
15 more dwelling units or accessory living quarters and any other
16 buildings on the same lot shall be not less than 10 feet.

17 (2) On the rear third of a lot, accessory buildings
18 not containing accessory living quarters may be built to the lot
19 side lines and the lot rear line, except as provided below:

20 (a) On corner and reverse corner lots,
21 structures one story in height shall observe a distance of not
22 less than 10 feet from the lot side line abutting the street.

23 (b) On interior lots, no building shall be
24 erected closer than 10 feet to the lot rear line.

25 (c) On corner and reverse corner lots not
26 abutting an alley along the lot rear line, no building shall be
27 erected closer than five feet to the lot rear line.

28 (d) On corner and reverse corner lots abutting
29 an alley along the lot rear line, accessory buildings may be
30 built to the lot rear line.

31 (e) On all lots which abut an alley along the
32 lot rear line, a garage with a vehicular entrance from the alley
33 shall maintain a distance not less than 15 feet from the
34 centerline of such alley.

(3) In the RM-900B Zone, all buildings and structures shall maintain a distance not less than 20 feet from any lot in a residential zone.

Sec. 216. 18.80.170. Recreation area required.
On-site recreation area shall be provided with multifamily developments as specified in chapter 18.155 DMMC.

**Chapter 18.85
R-SE Residential:
Suburban Estate Zone**

Sections:

18.85.010	Title.
18.85.020	Application.
18.85.030	Purpose.
18.85.040	Authority.
18.85.050	Lot area.
18.85.060	Lot area per dwelling unit.
18.85.070	Lot width.
18.85.080	Front yard.
18.85.090	Side yard.
18.85.100	Height.
18.85.110	Permissible lot coverage.
18.85.120	Placement of buildings and structures.

Sec. 217. 18.85.010. Title. This chapter shall be entitled "R-SE Residential: Suburban Estate Zone."

Sec. 218. 18.85.020. Application. This chapter shall apply to all areas in the R-SE Residential Zone.

Sec. 219. 18.85.030. Purpose. The principal objective and purpose to be served by this Zone and its application is to provide areas permitting uses and activities more rural in character than is practical in more concentrated urban areas and, at the same time, establishing and maintaining a living environment of high standard for single-family residential use. As a means to this end, substantial lot areas and yards and open spaces are required.

1 **Sec. 220. 18.85.040. Authority.** This chapter is
2 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
3 36.70A RCW and other applicable laws.

4 **Sec. 221. 18.85.050. Lot area.** The minimum
5 required area of a lot in an R-SE Zone shall be 35,000 square
6 feet.

7 **Sec. 222. 18.85.060. Lot area per dwelling unit.**
8 In an R-SE Zone the lot area per dwelling unit shall be not less
9 than 35,000 square feet.

10 **Sec. 223. 18.85.070. Lot width.** In an R-SE Zone
11 every lot shall have a width of not less than 135 feet.

12 **Sec. 224. 18.85.080. Front yard.** In an R-SE Zone
13 every lot shall have a front yard with a depth of not less than
14 30 feet.

15 **Sec. 225. 18.85.090. Side yard.** In an R-SE Zone
16 every lot shall have a side yard on each side of the lot which
17 side yard shall have a width of not less than 10 feet.

18 **Sec. 226. 18.85.100. Height.** In an R-SE Zone no
19 building or structure shall exceed a height of 35 feet, except
20 for agricultural buildings as set forth in the general
21 provisions.

22 **Sec. 227. 18.85.110. Permissible lot coverage.**
23 All buildings and structures including accessory buildings and
24 structures and any areas used to provide parking space, shall
25 not cover more than 35 percent of the area of the lot.

26 **Sec. 228. 18.85.120. Placement of buildings and**
27 **structures.** Placement of buildings and structures on any lot in
28 an R-SE zone shall conform to the following:

29 (1) Interior lots.

30 (a) Any building containing a dwelling unit or
31 accessory living quarters shall observe a distance of not less
32 than 10 feet from any lot side line and the lot rear line;

1 (b) The distance between a building containing
2 a dwelling unit or accessory living quarters and any other
3 buildings on the same lot shall be not less than 20 feet;

4 (c) On the rear third of a lot, accessory
5 buildings not containing accessory living quarters (but not
6 stables) may be built to the lot side lines and the lot rear
7 line; provided, not less than 10 feet of the lot rear line shall
8 be free and clear of buildings; and provided further, if the lot
9 rears upon an alley a garage with a vehicular entrance from the
10 alley shall maintain a distance of not less than 15 feet from
11 the centerline of the alley.

12 (2) Corner lots and reverse corner lots.

13 (a) Any building containing a dwelling unit or
14 accessory living quarters shall observe a distance of not less
15 than 10 feet from any lot side line and the lot rear line;

16 (b) The distance between a building containing
17 a dwelling unit or accessory living quarters and any other
18 buildings on the same lot shall be not less than 20 feet;

19 (c) On the rear third of a corner lot,
20 accessory buildings not containing accessory living quarters
21 (but not stables) may be built to the lot interior side line and
22 the lot rear line; provided, if the lot rears upon an alley a
23 garage with a vehicular entrance from the alley shall maintain a
24 distance not less than 15 feet from the centerline of such
25 alley;

26 (d) On the rear third of a reverse corner lot,
27 accessory buildings not containing accessory living quarters
28 (but not stables) may be built to the lot interior side line,
29 but no buildings shall be erected closer than 10 feet to the lot
30 rear line unless an alley intervenes, in which case accessory
31 buildings may be built to the lot rear line unless the accessory
32 building is a garage with a vehicular entrance directly from the
33 alley, in which case such building shall maintain a distance of
34 not less than 15 feet from the centerline of the alley;

35 (e) In all cases the width of the required side
36 yard on the side street side shall be observed.
37

Chapter 18.90
N-C Neighborhood Commercial Zone

Sections:

18.90.010 Title.
18.90.020 Application.
18.90.030 Purpose.
18.90.040 Authority.
18.90.050 Limitations on uses.
18.90.060 Permissible floor area.
18.90.070 Height.
18.90.080 Required open spaces.

Sec. 229. 18.90.010. Title. This chapter shall be entitled "N-C Neighborhood Commercial Zone."

Sec. 230. 18.90.020. Application. This chapter shall apply to all areas zoned N-C Neighborhood Commercial.

Sec. 231. 18.90.030. Purpose. The purpose of this Zone and its application is to provide for the location of and grouping of uses which are considered compatible uses having common performance standards in that they represent on-premises retail enterprises and involve only incidental and limited fabrication or assembly of commodities, or comprise a type of enterprise dispensing commodities, or providing professional services, or providing personal services to the individual. These services are intended to provide local facilities serve the everyday needs of the neighborhood area. To meet this need will require that the facilities permitted in this Zone shall locate adjacent to residential areas on access streets directly serving such residential areas. By establishing limitations upon building height and floor space as set forth in this Zone, it is the further objective to maintain a limited intensity of land use compatible with serving the neighborhood residential areas, rather than on a community-wide basis. A further purpose of this Zone and its application is to permit the more efficient and economical design and installation of all physical public service facilities in terms of size and capacity to adequately and permanently meet needs resulting from a defined intensity of land use. Public utility installations, being governed by circumstances related to geographical area to be served, are also permitted in this Zone.

1 **Sec. 232. 18.90.040. Authority.** This chapter is
2 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
3 36.70A RCW and other applicable laws.

4 **Sec. 233. 18.90.050. Limitations on uses.** Every
5 use locating in an N-C Zone shall be subject to the following
6 further conditions and limitations:

7 (1) All uses shall be conducted wholly within an
8 entirely enclosed building except:
9

10 (a) Public utility installations;

11 (b) Growing stock in connection with
12 horticultural nurseries, whether the stock is in open ground,
13 pots, or containers;
14

15 (c) Moorages for private pleasure craft;

16 (d) Parking and loading areas;
17

18 (2) All uses shall be conducted wholly within an
19 entirely enclosed building except:
20

21 (a) Public utility installations;

22 (b) Growing stock in connection with
23 horticultural nurseries, whether the stock is in open ground,
24 pots, or containers;
25

26 (c) Moorages for private pleasure craft;

27 (d) Parking and loading areas;
28

29 (e) Public off-street parking lots;
30

31 (3) Any areas used as set forth in subsection (2) of
32 this section, except horticultural nurseries, moorages, and
33 public utility installations, shall be improved and maintained
34 as required for off-street parking areas;
35

36 (4) All products made incident to a permitted use
37 which are manufactured, processed, or treated on the premises
38
39
40
41

1 shall be sold on the premises only and at retail only, and not
2 more than three persons may be employed in the manufacturing,
3 processing, or treatment of products, except that this
4 limitation shall not apply to restaurants;
5

6 (5) No used or secondhand articles, materials, or
7 equipment unless accessory to the primary activity may be sold,
8 offered for sale, or stored on the premises except paintings,
9 objects of art, or antiques as defined in this Title;
10

11 (6) Storage shall be limited to accessory storage of
12 commodities sold at retail on the premises or materials used in
13 the limited fabrication of commodities sold at retail on the
14 premises;
15

16 (7) All operations conducted on the premises shall not
17 be objectionable beyond the property boundary lines by reason of
18 noise, steam, odor, fumes, gases, smoke, vibration, hazard, or
19 other causes, and any use which produces odor, fumes (toxic or
20 nontoxic), gases, airborne solids, or other atmospheric
21 contaminants shall be allowed to locate only if conforming in
22 every respect to the rules and regulations established by an
23 applicable and qualified public agency;
24

25 (8) If a building site has a boundary line which is a
26 common line with residential property, a wall or view-obscuring
27 fence or hedge not less than five feet nor more than six feet in
28 height shall be installed and maintained for screening purposes
29 and controlling access. Where the wall of a building is on such
30 common property line, no separate wall or fence need be
31 installed along that portion of the common property line
32 occupied by the wall of the building. Public utility
33 installations need not fence along such lines; provided, the
34 conditions set forth in Table 18.52.010A, Limitation [8] are
35 maintained adjacent to common boundaries with residential
36 property;
37

1 **Sec. 234. 18.90.060. Permissible floor area.** The
2 maximum permitted floor area to be contained in all buildings on
3 a lot or site in an N-C Zone shall not exceed the square foot
4 area of the lot or site upon which the building or buildings are
5 located.

6 **Sec. 235. 18.90.070. Height.** In an N-C Zone no
7 building or structure shall exceed a height of 35 feet.

8 **Sec. 236. 18.90.080. Required open spaces.**
9 Additional open spaces, both as to amount and location on the
10 premises may be required in connection with a variance or
11 planned unit development to apply the established requirements
12 of this and related codes pertaining to such subjects as off-
13 street parking, loading areas, convenient and safe circulation
14 of vehicles and pedestrians, ingress and egress as related to
15 marginal traffic pattern, vision clearance (traffic), drainage,
16 and lighting.

17
18 **Chapter 18.95**
19 **I-C Institutional Campus Zone**

20 **Sections:**

21 18.95.010 Title.
22 18.95.020 Application.
23 18.95.030 Purpose.
24 18.95.040 Authority.
25 18.95.050 Master plans.
26 18.95.060 Master plan decision criteria.
27 18.95.070 Master plan amendments.
28 18.95.080 Property development standards.
29 18.95.090 Performance standards.

30
31 **Sec. 237. 18.95.010. Title.** This chapter shall be
32 entitled "I-C Institutional Campus Zone."

33 **Sec. 238. 18.95.020. Application.** This chapter
34 shall apply to all areas zoned I-C Institutional Campus.

35 **Sec. 239. 18.95.030. Purpose.**

36 (1) To provide a zoning district for colleges,
37 universities, educational facilities, and retirement facilities.

1 (2) To ensure that colleges, universities, educational
2 facilities, and retirement facilities that occupy large sites
3 are planned, designed, and managed in a way that minimizes
4 impacts on adjacent areas.

5 (3) To ensure that the expansion of existing
6 institutional uses does not significantly adversely impact
7 quality of life in adjacent residential areas.

8 **Sec. 240. 18.95.040. Authority.** This chapter is
9 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
10 36.70A RCW and other applicable laws.

11 **Sec. 241. 18.95.050. Master plans.**

12 (1) Purpose. The purpose of the master plan is to
13 define the development of property, promote compatibility with
14 neighboring areas and benefit the community with flexibility and
15 innovation. With the exception of those uses and standards
16 contained in this section, all other aspects of development,
17 redevelopment or expansion will be regulated as prescribed in
18 this Title and other applicable codes.

19 (2) Master plan required. Master plan approval shall
20 be required for all institutional uses with 150,000 square feet
21 of total gross floor area or more. The calculation of the total
22 gross floor area is calculated by combining the total gross
23 floor area of all the buildings located within a contiguous
24 campus area.

25 (3) Contents of master plan. A master plan shall
26 consist of the following:

27 (a) Site plans drawn at a maximum scale of 1:40
28 and illustrating the following:

29 (i) Boundaries, dimensions, and acreage
30 of the site;

31 (ii) Location of lot lines, rights-of-
32 way, easements, and tracts within the site;

1 (iii) Location and nature of planned
2 improvements to the vehicular and pedestrian circulation system
3 within and abutting the site;

4 (iv) Location of planned buildings,
5 structures, parking areas, and other improvements within the
6 site;

7 (v) Location of proposed landscaped
8 areas, recreation areas, and areas to be left undisturbed;

9 (b) Conceptual landscaping plans for all
10 required landscaping areas, exterior boundaries, internal
11 streets, and common open space areas. The conceptual landscaping
12 plans shall be drawn at a maximum scale of 1:20 and shall be
13 prepared by a licensed landscape architect; and

14 (c) Conceptual utilities plan drawn at a
15 maximum scale of 1:20;

16 (d) Environmental checklist;

17 (e) Vicinity map(s) showing existing conditions
18 within and surrounding the site including: land uses, zoning,
19 buildings, vehicular and pedestrian circulation systems,
20 existing topography indicated with five-foot contours,
21 environmentally critical areas, and significant natural
22 vegetation. The vicinity map shall be drawn at a maximum scale
23 of 1:100;

24 (f) A narrative description of the proposal,
25 including a discussion of how it is consistent with applicable
26 comprehensive plan policies; how any off-site environmental
27 impacts will be mitigated; and a description of planned
28 improvements, including the maximum site coverage, maximum gross
29 square feet of occupiable floor area and the maximum floor area
30 to be occupied by different types of uses, maximum building
31 height for each building location, the nature and extent of off-
32 site improvements, and development phasing;

33 (g) A traffic analysis and report indicating
34 the following: current and future traffic volumes and levels of
35 service on the street system; planned and programmed traffic
36 improvements and their relationship to any adopted state, local,

1 and/or regional transportation plans or programs; anticipated
2 traffic volumes and distribution; impacts generated by the
3 proposal on future traffic volumes and levels of service;
4 measures necessary to mitigate the proposal's effects on traffic
5 and traffic systems, including the proposal's pro rata share of
6 identified traffic improvements; a proposed transportation
7 demand management (TDM) plan to reduce traffic impacts; and such
8 other information as may be required by the City;

9 (h) A technical information report containing
10 the elements required by the City's adopted surface water design
11 manual;

12 (i) Covenants, conditions, and restrictions
13 proposed by the applicant to control future development of the
14 area subject to the master plan; and

15 (j) A sign program indicating the general
16 location, dimensions, height, and materials of signs consistent
17 with the requirements for a comprehensive sign review provided
18 in Article III of chapter 18.200 DMMC.

19 **Sec. 242. 18.95.060. Master plan decision**
20 **criteria.** A master plan approval shall be granted by the City
21 only if the applicant demonstrates that:

22 (1) The master development plan includes a general
23 phasing timeline of development and associated mitigation.

24 (2) The master development plan meets or exceeds the
25 current regulations for critical areas if critical areas are
26 present.

27 (3) There is either sufficient capacity and
28 infrastructure (e.g., roads, sidewalks, bike lanes) in the
29 transportation system (motorized and nonmotorized) to safely
30 support the development proposed in all future phases or there
31 will be adequate capacity and infrastructure by the time each
32 phase of development is completed. If capacity or infrastructure
33 must be increased to support the proposed master development
34 plan, then the applicant must identify a plan for funding their
35 proportionate share of the improvements.

1 (4) There is either sufficient capacity within public
2 services such as water, sewer and stormwater to adequately serve
3 the development proposal in all future phases, or there will be
4 adequate capacity available by the time each phase of
5 development is completed. If capacity must be increased to
6 support the proposed master development plan, then the applicant
7 must identify a plan for funding their proportionate share of
8 the improvements.

9 (5) The master development plan proposal contains
10 architectural design (including but not limited to building
11 setbacks, insets, facade breaks, roofline variations) and site
12 design standards, landscaping, provisions for open space and/or
13 recreation areas, retention of significant trees,
14 parking/traffic management and multimodal transportation
15 standards that minimize conflicts and create transitions between
16 the proposal site and adjacent neighborhoods and between
17 institutional uses and residential uses.

18 (6) The applicant shall demonstrate that proposed
19 commercial or laboratory uses will be safe for the surrounding
20 neighborhood and for other uses on the campus.

21 **Sec. 243. 18.95.070. Master plan amendments.**

22 (1) Minor amendments to an approved master development
23 plan may be approved by the City Manager or the City Manager's
24 designee if the amendment meets the development standards and
25 criteria applicable to the zoning and requirements set forth in
26 this section. Minor amendments include any revision or
27 modification of the previously approved master development plan
28 that would result in any one or more of the following:

29 (a) An increase in the square footage of any
30 proposed building or structure of greater than 10 percent but
31 less than 15 percent; or

32 (b) A change in the number of new parking
33 spaces, parking spaces created by restriping existing parking
34 areas and/or a combination of both, except for an increase in
35 parking spaces for bicycles or electric vehicles or carpools
36 that is greater than 10 percent but less than 15 percent; or

1 (c) A change in the original phasing timeline
2 for mitigation of the master development plan; or

3 (d) Changes to building placement when located
4 outside of the required setbacks and any required setbacks for
5 critical areas; or

6 (e) A cumulative increase in impervious surface
7 that is greater than 10 percent but less than 15 percent or a
8 cumulative decrease in tree cover that is greater than 10
9 percent and less than 15 percent.

10 (2) Major amendments are changes that exceed the
11 thresholds for a minor amendment or were not analyzed as part of
12 an approved master development plan. Major amendments to an
13 approved master development plan shall be processed as a new
14 master plan.

15 **Sec. 244. 18.95.080. Property development standards.**
16 All properties zoned I-C shall be subject to the following
17 development standards:

18 (1) The maximum building height for master plan sites
19 of 10 acres or more shall be as follows:

20 (a) The maximum building height for multi-unit
21 residential buildings shall be 85 feet as measured from the
22 average finished grade.

23 (b) The maximum building height for all other
24 buildings and structures shall be 65 feet as measured from the
25 average finished grade.

26 (2) The maximum building height for master plan sites
27 of less than 10 acres shall be as follows:

28 (a) The maximum building height for multi-unit
29 residential buildings shall be 45 feet as measured from the
30 average finished grade.

31 (b) The maximum building height for all other
32 buildings and structures shall be 35 feet as measured from the
33 average finished grade.

1 (3) Buildings with a height of 35 feet or less shall
2 be set back a minimum of 20 feet from all property lines.
3 Buildings with a height above 35 feet shall be set back 20 feet
4 for the first 35 feet plus one foot for every 2 feet of height
5 above 35 feet.

6 (4) Buildings, parking areas, and other paved
7 surfaces, exclusive of public rights-of-way and recreation areas
8 developed and accessible to the public, shall cover no more than
9 75 percent of the building site.

10 **Sec. 245. 18.95.090. Performance standards.** Every
11 property within the I-C Zone shall conform to the following
12 performance standards:

13 (1) Nuisances. No use, activity, or equipment shall be
14 permitted which creates a nuisance or is offensive,
15 objectionable, or hazardous by reason of creation of odors,
16 noise, sound, vibrations, dust, dirt, smoke, or other
17 pollutants, noxious, toxic, or corrosive fumes or gases,
18 radiation, explosion or fire hazard, or by reason of the
19 generation, disposal, or storage of hazardous or dangerous
20 wastes or materials.

21 (2) Loading and parking areas.

22 (a) Loading areas shall be set back, recessed
23 and/or screened so as not to be visible from adjacent public
24 rights-of-way or properties designated as single-family,
25 multifamily, or park by the City of Des Moines comprehensive
26 plan.

27 (b) Load areas shall only be allowed between
28 the rear lot line and the extension of the front facade of the
29 principal structure, provided no loading areas are allowed
30 between a building and a side street lot line.

31 (3) All uses shall conform to the off-street parking
32 and loading area requirements as set forth in chapter 18.210
33 DMMC, or as hereinafter amended; provided, however, employee
34 parking may be reduced through implementation of a
35 transportation demand management (TDM) program.

36 (4) Landscaping.

1 (a) All uses shall conform to the landscaping
2 and buffering requirements as set forth in chapter 18.195 DMMC.

3 (b) Landscaping shall be designed to achieve an
4 aesthetically pleasing park-like setting; integrate landscaping
5 in master plan design; preserve significant trees, particularly
6 tree clusters; reinforce the relationship to its natural
7 setting; soften building masses; provide visual screening from,
8 and provide transition to, adjacent residential areas, and noise
9 and wind buffering; define automobile and pedestrian circulation
10 patterns; maintain and strengthen public vistas; provide
11 screening for on-site parking areas, and refuse and recycling
12 receptacles; create functional and accessible active and passive
13 outdoor activity spaces; and create linkages, where feasible, to
14 City and regional parks and trail systems.

15 (5) Trash and recycling receptacles. Trash and
16 recycling receptacles shall be a minimum of 15 feet from any
17 properties designated as single-family, multifamily, or park by
18 the City of Des Moines comprehensive plan.

19 (6) Exterior mechanical devices. Air conditioners,
20 heating, cooling, ventilating equipment, pumps and heaters and
21 all other mechanical devices shall be screened from surrounding
22 properties and streets and shall comply with the maximum
23 environmental noise levels established by chapter 173-60 WAC as
24 presently constituted or as may be subsequently amended.

25 (7) Exterior lighting.

26 (a) Lighting shall comply with the Zone 2
27 requirements for exterior light established by the 2009
28 Washington State Energy Code as presently adopted or as
29 subsequently amended.

30 (b) Lighting shall be fully shielded in such a
31 manner that the bottom edge of the shield shall be below the
32 light source so no light is emitted above the horizontal plane
33 of the lighting fixture.

34 (c) Ground-mounted floodlighting shall only be
35 used to illuminate landscaping areas, accentuate key
36 architectural features or illuminate flag poles.

(d) Exterior lighting shall provide a minimum of at least 1.5 foot-candles for parking lots and walkways.

(e) Exterior lighting shall be less than 0.2 foot-candles at the property lines which abut properties designated as single-family, multifamily, or park by the Des Moines comprehensive plan.

(f) A photometric plan and exterior lighting summary shall be required and shall be submitted as part of the building permit application.

Chapter 18.105

B-P Business Park Zone

Sections:

18.105.010	Title.
18.105.020	Application.
18.105.030	Purpose.
18.105.040	Authority.
18.105.050	Master plan submittal requirements.
18.105.060	Property development standards.
18.105.070	Performance standards.
18.105.080	General building design guidelines for Business Park development.

Sec. 246. 18.105.010. Title. This chapter shall be entitled "B-P Business Park Zone".

Sec. 247. 18.105.020. Application. This chapter shall apply to all areas in the B-P Business Park (B-P) Zone.

Sec. 248. 18.105.030. Purpose.

(1) The primary purpose and objective of the Business Park (B-P) Zone is to provide areas of the City for development of compatible business, professional office, light industrial, research and development, service uses, wholesale trade, and limited retail uses. Such uses shall be developed within master planned sites in park-like settings pursuant to development standards.

(2) It is also the purpose of this Zone to ensure compatibility between business parks and adjacent uses in terms of height, bulk, scale, and design; to mitigate potential adverse environmental impacts and nuisance effects on-site and off-site through careful planning, the use of buffering and screening, and the imposition of environmental performance standards and appropriate off-site mitigation requirements; to provide for the planned economic development of the City; to ensure that business park development is coordinated with the provision of adequate infrastructure by private applicants and the City, such as roads, drainage, and other utility systems; to require that business park developments pay their fair share of the costs of needed services and facilities; and to ensure that development occurs consistent with the goals and policies of the City of Des Moines Comprehensive Plan.

(3) Further, it is the purpose of this Zone to establish standards to ensure that development occurs in a manner that is compatible with the Des Moines Creek Park, Des Moines Creek Trail, Steven J. Underwood Memorial Sports Park, City of Des Moines Senior Center and adjacent residential-designated properties.

Sec. 249. 18.105.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 250. 18.105.050. Master plan submittal requirements.

(1) Master plan required. All development within the B-P Zone shall be consistent with an approved master plan.

(2) Contents of master plan. Each master plan shall consist of the following:

(a) Site plans illustrating planned development at a maximum scale of 1:40, including the following:

(i) Boundaries, dimensions, and acreage of the site;

(ii) Location of lot lines, rights-of-way, easements, and tracts within the site;

(iii) Location and nature of planned improvements to the vehicular and pedestrian circulation system within and abutting the site;

(iv) Location of planned buildings, structures, parking areas, and other improvements within the site;

(v) Location of proposed landscaped areas, recreation areas, and areas to be left undisturbed;

(b) Conceptual landscaping plans for all exterior boundaries, internal streets, and common open space areas. The landscaping plans shall be prepared by a licensed landscape architect and drawn at a maximum scale of 1:20;

(c) Conceptual utilities plan prepared by a licensed professional engineer and drawn at a maximum scale of 1:20;

(d) Covenants, conditions, and restrictions proposed by the applicant to control future development of the area subject to the master plan; and

(e) A sign program indicating the general location, dimensions, height, and materials of signs consistent with the requirements for a comprehensive sign review provided in Article III of chapter 18.200 DMMC.

(3) Master plan submittal requirements. The following information shall be submitted for review and approval of a proposed master plan in such form as required by the City Manager or the City Manager's designee:

(a) Subdivision application (if applicable);

(b) Environmental checklist;

(c) Vicinity map(s) showing existing conditions within and surrounding the site including: land uses, zoning, buildings, vehicular and pedestrian circulation systems, existing topography indicated with five-foot contours, environmentally critical areas, and significant natural

1 vegetation. The vicinity map shall be drawn at a maximum scale
2 of 1:100;

3 (d) A proposed master plan containing the
4 elements listed in subsection (2) of this section;

5 (e) A narrative description of the proposal,
6 including a discussion of how it is consistent with Des Moines
7 Comprehensive Plan and applicable provisions of the zoning code,
8 Title 18 DMMC; how the proposal relates to other potential
9 business parks in the vicinity; how any off-site environmental
10 impacts will be mitigated; and a description of planned
11 improvements, including the maximum site coverage, maximum gross
12 square feet of occupiable floor area and the maximum floor area
13 to be occupied by different types of uses, maximum building
14 height for each building location, the nature and extent of off-
15 site improvements, and development phasing; and

16 (f) A traffic analysis and report indicating
17 the following: current and future traffic volumes and levels of
18 service on the street system; planned and programmed traffic
19 improvements and their relationship to any adopted state, local,
20 and/or regional transportation plans or programs; anticipated
21 traffic volumes and distribution; impacts generated by the
22 proposal on future traffic volumes and levels of service;
23 measures necessary to mitigate the proposal's effects on traffic
24 and traffic systems, including the proposal's pro rata share of
25 identified traffic improvements; a proposed transportation
26 demand management (TDM) plan to reduce traffic impacts; and such
27 other information as may be required by the City.

28 (4) Amendments to approved master plans.

29 (a) Minor amendments to an approved master
30 development plan may be approved by the City Manager or the City
31 Manager's designee if the amendment meets the development
32 standards and criteria applicable to the zoning and requirements
33 set forth in this section. Minor amendments include any revision
34 or modification of the previously approved master development
35 plan that would result in any one or more of the following:

36 (i) An increase in the square footage of
37 any proposed building or structure of greater than 10 percent
38 but less than 15 percent; or

(ii) A change in the number of new parking spaces, parking spaces created by re-striping existing parking areas and/or a combination of both, except for an increase in parking spaces for bicycles or electric vehicles or carpools, that is greater than 10 percent but less than 15 percent; or

(iii) A change in the original phasing timeline for mitigation of the master development plan; or

(iv) Changes to building placement when located outside of the required setbacks and any required setbacks for critical areas; or

(v) A cumulative increase in impervious surface that is greater than 10 percent but less than 15 percent or a cumulative decrease in tree cover that is greater than 10 percent and less than 15 percent.

(b) Major amendments are changes that exceed the thresholds for a minor amendment or were not analyzed as part of an approved master development plan. Major amendments to an approved master development plan shall be processed as a new master plan.

(c) Amendments for Adjacent Properties. Applicants for business park proposals adjacent to property covered by an approved master plan may request an amendment to the master plan to incorporate their proposed development. Such proposals shall be consistent with the approved master plan and shall be processed as a new master plan.

Sec. 251. 18.105.060. Property development standards.

(1) Minimum site area.

(a) The minimum area of a master plan shall be two acres. Master plans containing less than the minimum area shall be allowed only if the site adjoins a previously approved master plan.

(2) Maximum site coverage. Buildings, parking areas, and other paved or graveled surfaces, exclusive of public rights-of-way and recreation areas developed and accessible to

1 the public, shall cover no more than 75 percent of the building
2 site.

3 (3) Maximum height. The maximum height of buildings
4 and structures shall be as set forth below:

5 (a) For properties north of South 200th Street,
6 the maximum building height shall be 35 feet as measured from
7 the average finish grade as defined in DMMC 18.01.050.

8 (b) For properties north of South 216th Street,
9 the maximum building height shall be 75 feet as measured from
10 the average finish grade as defined in 18.01.050.

11 (c) For properties south of South 216th Street,
12 the maximum building height shall be 35 feet as measured from
13 the average finish grade as defined in DMMC 18.01.050.

14 (4) Minimum setbacks. All structures, parking areas,
15 and loading areas shall maintain minimum setbacks from property
16 lines as set forth below:

17 (a) Perimeter of building sites abutting any
18 street classified as a major arterial, a secondary arterial or
19 collector by the City's comprehensive transportation plan, as
20 presently constituted or as subsequently amended, and/or
21 abutting any property designated as multifamily by the Des
22 Moines Comprehensive Plan, as presently constituted or as
23 subsequently amended: 20 feet;

24 (b) Perimeter of building sites abutting any
25 property designated as single-family residential by the Des
26 Moines Comprehensive Plan, as presently constituted or as
27 subsequently amended: 30 feet;

28 (c) Perimeter of building sites abutting any
29 street other than a major arterial, secondary arterial, or
30 collector: 15 feet;

31 (d) Perimeter of building sites, other than
32 those abutting a street or residential designated property: 10
33 feet.

1 **Sec. 252. 18.105.070. Performance standards.** Every
2 use permitted within the B-P Zone pursuant to this chapter shall
3 conform to the following performance standards:

4 (1) Nuisances. No use, activity, or equipment shall be
5 permitted which creates a nuisance or is offensive,
6 objectionable, or hazardous by reason of creation of odors,
7 noise, sound, vibrations, dust, dirt, smoke, or other
8 pollutants, noxious, toxic, or corrosive fumes or gases,
9 radiation, explosion or fire hazard, or by reason of the
10 generation, disposal, or storage of hazardous or dangerous
11 wastes or materials.

12 (2) Outdoor storage.

13 (a) Outdoor storage shall only be allowed as an
14 accessory use to another principal use.

15 (b) The material(s) being stored shall not
16 exceed 12 feet in height as measured from the high point of the
17 outdoor storage area.

18 (c) The material(s) being stored shall be
19 wrapped or enclosed to prevent wind-blown debris.

20 (d) The outdoor storage area shall not exceed
21 40 percent of the building footprint or 15 percent of the lot
22 area, whichever is less.

23 (e) Outdoor storage shall be screened from
24 adjacent properties by a 12-foot landscaped buffer. The buffer
25 shall contain at least 75 percent coniferous trees of a minimum
26 size of six feet at planting. Deciduous trees shall be a minimum
27 of two-and-one-half-inch caliper as measured per ANSI Z 60.1-
28 2004. All trees shall be planted no less than 20 feet apart on-
29 center. For every 16 square feet of buffer area, at least one
30 evergreen shrub of a minimum size of two feet shall be provided.
31 Ground cover of a minimum one-gallon size shall be planted in
32 the buffer area sufficient to cover the area within three years
33 of planting. Landscaping shall not serve as a substitute for the
34 required setbacks of the underlying zoning.

35 (f) Outdoor storage areas adjacent to public
36 streets and to future or existing bicycle or pedestrian paths

1 shall be screened by a minimum of a six-foot masonry wall in
2 addition to the landscaping requirements established by
3 subsection (3)(e) of this section. The screening wall shall be
4 set back a maximum distance of 15 feet from the property line.
5 The height of the wall shall be measured from the high point of
6 the outdoor storage area.

7 (g) Outdoor storage shall only be allowed
8 between the rear lot line and the extension of the front facade
9 of the principal structure, provided no outdoor storage is
10 allowed between a building and a side street lot line.

11 (h) The City Manager or the City Manager's
12 designee may modify the requirements for spacing, number and
13 size of plantings upon a satisfactory showing by a licensed
14 landscape architect that an alternate proposal will accomplish
15 the same buffering goals.

16 (4) Warehouse, light manufacturing and distribution
17 facilities shall comply with the following additional standards:

18 (a) Loading areas shall be set back, recessed
19 and/or screened so as not to be visible from adjacent public
20 rights-of-way or properties designated as residential by the
21 City of Des Moines Comprehensive Plan.

22 (b) Loading areas shall only be allowed between
23 the rear lot line and the extension of the front facade of the
24 principal structure, provided no loading areas are allowed
25 between a building and a side street lot line.

26 (c) The office portion of a warehouse use shall
27 be oriented towards the adjacent public street with the highest
28 classification as determined by the City's comprehensive
29 transportation plan, as presently constituted or as subsequently
30 amended.

31 (d) The portion of a building visible from
32 public rights-of-way shall be architecturally treated to break
33 up the box-like look of the buildings.

34 (e) The building(s) shall be designed and
35 oriented to locate the shorter width of the building towards the
36 public right-of-way.

1 (f) The main entries to the building shall
2 portray a quality office appearance while being architecturally
3 related to the overall building composition.

4 (5) All uses shall conform to the off-street parking
5 and loading area requirements set forth in chapter 18.210 DMMC,
6 or as hereinafter amended; provided, however, employee parking
7 may be reduced through implementation of a commute trip
8 reduction program consistent with the requirements of chapter
9 12.70 DMMC.

10 (6) Landscaping.

11 (a) All developments shall conform to the
12 landscaping and buffering requirements set forth in chapter
13 18.195 DMMC.

14 (b) Landscaping shall be designed to achieve an
15 aesthetically pleasing park-like setting; integrate landscaping
16 in master plan design; preserve significant trees, particularly
17 tree clusters; reinforce the relationship to its natural
18 setting; soften building masses; provide visual screening from,
19 and provide transition to, adjacent residential areas, and noise
20 and wind buffering; define automobile and pedestrian circulation
21 patterns; maintain and strengthen public vistas; provide
22 screening for on-site parking areas, and refuse and recycling
23 receptacles; create functional and accessible active and passive
24 outdoor activity spaces; and create linkages, where feasible, to
25 City and regional parks and trail systems.

26 (7) Parking facilities. Parking facilities that are
27 not an accessory use to another permitted use but are the
28 primary use on the site shall be located in a multistory parking
29 structure. Surface parking shall not be used to provide paid
30 parking facilities.

31 (8) Manufacturing uses. All master plan sites which
32 contain manufacturing uses as established by the NAICS shall
33 provide a six-foot-tall masonry wall or wood fence along the
34 property lines which abut properties designated as residential
35 by the City of Des Moines Comprehensive Plan.

36 (9) Trash and recycling receptacles. Trash and
37 recycling receptacles shall be a minimum of 15 feet from any

1 properties designated as residential by the City of Des Moines
2 Comprehensive Plan.

3 (10) Solid waste. All solid waste materials shall be
4 transported to an official landfill waste disposal site or
5 recycling center. No such materials shall be disposed of on
6 site.

7 (11) Liquid waste disposal.

8 (a) Liquid waste materials except potable water
9 shall not be disposed of on site; however, where such materials
10 are temporarily stored on the property, they shall be contained
11 in a manner so as to prevent their entry into the surface water
12 drainage system and/or any ground water aquifer.

13 (b) Temporary storage of liquid waste materials
14 shall comply with DMMC 16.10.260 for sites located within
15 critical aquifer recharge areas.

16 (12) Exterior mechanical devices. Air conditioners,
17 heating, cooling, ventilating equipment, pumps and heaters and
18 all other mechanical devices shall be screened from surrounding
19 properties and streets and shall comply with the maximum
20 environmental noise levels set out in chapter 173-60 WAC as
21 presently constituted or as may be subsequently amended.

22 (13) Exterior lighting.

23 (a) Lighting shall comply with the Zone 3
24 requirements for exterior light established by the 2009
25 Washington State Energy Code as presently adopted or as
26 subsequently amended.

27 (b) Lighting shall be fully shielded in such a
28 manner that the bottom edge of the shield shall be below the
29 light source so no light is emitted above the horizontal plane
30 of the lighting fixture.

31 (c) Ground-mounted floodlighting shall only be
32 used to illuminate landscaping areas, accentuate key
33 architectural features or illuminate flag poles.

1 (d) Exterior lighting shall provide a minimum
2 of at least 1.5 foot candles for parking lots and walkways.

3 (e) Exterior lighting shall be less than 0.2
4 foot candle at the property lines which abut properties
5 designated as single-family, multifamily, or park by the Des
6 Moines Comprehensive Plan.

7 (f) A photometric plan and exterior lighting
8 summary shall be submitted as part of the building permit
9 application.

10 (14) Site design.

11 (a) Sites shall provide for convenient
12 pedestrian linkages to abutting streets and/or trails.

13 (b) Sites shall not gain access from a right-
14 of-way classified as a local street in the City's Comprehensive
15 Transportation Plan, chapter 4.

16 (15) Public services and utilities.

17 (a) All pre-existing and newly installed
18 utilities on site, within abutting rights-of-way, and extended
19 to the site, shall be placed underground.

20 (b) All development shall be required to
21 install or pay for a proportional share of any new facilities or
22 utilities required to serve the development. Mechanisms such as
23 in-lieu fees, latecomer's agreements, and impact fees may be
24 used to equitably distribute the cost of required improvements.

25 (c) All public services and utilities must be
26 adequate to support the proposed master plan development,
27 including but not limited to drainage; street and walkway
28 systems, both on site and off site; sewer and water systems;
29 fire protection; police service; electrical power; and
30 telecommunications.

31 (d) Drainage systems shall be designed to be
32 consistent with the surface water design manual for the City,
33 and shall be consistent with drainage studies or plans for the
34 applicable basin.

1 (e) All traffic impacts directly caused by a
2 proposed business park shall be mitigated by the applicant.

3 (16) Existing single-family residential structures
4 located in the BP zone shall not be used for any business other
5 than a home occupation business as further described in chapter
6 18.52.010(A) DMMC.

7 **Sec. 253. 18.105.080. General building design**
8 **guidelines for business park development.** Buildings and
9 structures constructed within the site of an approved master
10 plan or site plan shall conform to the following design
11 guidelines:
12

13 (1) Buildings shall be appropriate in scale and in
14 harmony with neighboring development.

15 (2) Building design shall be compatible with the site
16 and with adjoining buildings. Building modulation and other
17 design techniques to add architectural interest and minimize
18 building mass shall be used. Variety in detail, form, and siting
19 shall be used to provide visual interest.

20 (3) Building components such as windows, doors, eaves,
21 and parapets shall be in proportion to each other.

22 (4) Colors shall be harmonious, with bright or
23 brilliant colors used only for accent.

24 (5) Mechanical equipment shall be integrated in
25 building design or screened from on-site and off-site views.

26 (6) Exterior lighting fixtures and standards shall be
27 part of the architectural concept and harmonious with building
28 design.

29 (7) Signs shall be integrated with and enhance the
30 overall planning and design of the business park. Size,
31 materials, color, lettering, location, number, and arrangement
32 shall be harmonious with building design. Colors shall be used
33 harmoniously and with restraint. Excessive brightness and

brilliant colors shall be avoided. Flush-mounted channel letter signs are preferred. Box signs, if used, shall have negative lettering only.

(8) Buildings shall be designed to provide adequate and conveniently located space for recycling containers.

Chapter 18.110

C-C Community Commercial Zone

Sections:

18.110.010	Title.
18.110.020	Application.
18.110.030	Purpose.
18.110.040	Authority.
18.110.050	Environmental performance standards and general limitations.
18.110.060	Dimensional standards.
18.110.070	General site design requirements.

Sec. 254. 18.110.010. Title. This chapter shall be entitled "C-C Community Commercial Zone."

Sec. 255. 18.110.020. Application. This chapter shall apply to all areas zoned C-C Community Commercial.

Sec. 256. 18.110.030. Purpose.

(1) The primary purpose of the community commercial zone is to enhance, promote and maintain community oriented business areas.

(2) It is the further purpose of this Zone to:

(a) Ensure land use compatibility among businesses in terms of permitted uses, building height, bulk, scale;

(b) Provide a commercial area that reflects its community-oriented function;

(c) Serve the general public; and

(d) Ensure that development occurs consistent with the goals, policies, and implementation strategies of the City of Des Moines Comprehensive Plan.

Sec. 257. 18.110.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 258. 18.110.050. Environmental performance standards and general limitations.

(1) Every use permitted within the C-C Zone pursuant to this chapter shall conform to the following general limitations and standards:

(a) As provided by chapter 9.64 DMMC, no use, activity, or equipment shall be permitted that creates a nuisance or is offensive, objectionable, or hazardous by reason of creation of odors, noise, sound, vibrations, dust, dirt, smoke, or other pollutants, noxious, toxic, or corrosive fumes or gases, radiation, explosion or fire hazard, or by reason of the generation, disposal, or storage of hazardous or dangerous wastes or materials in a manner(s) inconsistent with Title 70 RCW as presently constituted or as may be subsequently amended;

(b) Accessory uses are permitted that are customarily appurtenant or incidental to the principally permitted uses;

(c) Landscaping and fencing are required in accordance with chapter 18.195 DMMC;

(d) All uses shall be primarily contained within an enclosed structure except the following:

(i) Outdoor seating and dining;

(ii) Signs;

(iii) Off-street parking, drive-through facilities, and loading areas;

(iv) Motor vehicle fuel pumps;

(v) Display of merchandise sold on site;

- 1 (vi) Boat storage;
- 2 (vii) Play/recreation areas; and
- 3 (viii) Miscellaneous storage when limited
4 to 25 percent of the site area and when perimeter landscaping
5 and fencing is provided;

6 (e) In reviewing a proposed permitted use, the
7 Planning, Building and Public Works Director may waive or
8 include minimal conditions as may be reasonably needed to ensure
9 that the use is consistent with the purpose of the C-C Zone, and
10 to minimize the likelihood of adverse impacts.

11 (2) Adult entertainment facilities and adult motion
12 picture theaters are not permitted in the C-C Zone.

13 (3) Automobile repair, car washes, automobile service
14 stations, uses with drive-through facilities, and similar uses
15 shall conform to the following limitations and standards:

16 (a) Automobile repair and the installation of
17 automobile parts and accessories shall be primarily contained
18 within an enclosed structure;

19 (b) Unless specifically authorized by the
20 Planning, Building and Public Works Director, vehicular access
21 shall be limited to one driveway per street frontage;

22 (c) Motor vehicle fuel pump islands shall be
23 set back a minimum of 15 feet from property lines;

24 (d) A six-foot high, 100 percent sight-
25 obscuring fence shall be provided along property lines that abut
26 residentially zoned properties, unless waived by the residential
27 property owner prior to building permit issuance; and

28 (e) Vehicle storage shall be limited to those
29 vehicles contracted for repair or service.

30 (4) Welding repair (7692) is only permitted in an
31 enclosed structure.

1 (5) All products which are manufactured, processed, or
2 treated on the premises must also be sold at retail to the
3 general public on-site.

4 (6) Social service facilities shall conform to the
5 following limitations and standards:

6 (a) Outdoor play/recreation areas for children
7 shall be set back a minimum of five feet from property lines;

8 (b) Unless specifically authorized by the
9 Planning, Building and Public Works Director, passenger loading
10 and unloading areas shall be provided on-site.

11 **Sec. 259. 18.110.060. Dimensional standards.**

12 (1) Height. Maximum building height is 35 feet.

13 (2) Setbacks. Placement of buildings and structures
14 including additions to existing buildings or structures,
15 excluding signs, shall maintain minimum setbacks established by
16 the Planning, Building and Public Works Department based on the
17 following criteria:

18 (a) When the front or side lot line abuts the
19 public right-of-way, the building or structure shall abut the
20 public right-of-way unless:

21 (i) Subsection (2) of this section
22 requires that the building or structure be set back; or

23 (ii) Through the permitting process, the
24 Planning, Building and Public Works Director finds it is in the
25 public interest to allow the proposed building or structure to
26 be set back from the right-of-way. In considering a request for
27 a setback, the Director shall consider matters such as adopted
28 land use policies, vehicular and pedestrian circulation,
29 landscaping, existing site improvements, adjacent site
30 improvements, and public benefit features such as plazas and
31 public artwork. Decisions of the Director regarding setbacks are
32 appealable to the Hearing Examiner pursuant to chapter 18.240
33 DMMC.

1 (b) Where any lot line lies adjacent to a
2 public right-of-way or private street and residentially zoned
3 property lies adjacent to such public right-of-way or private
4 street, or when the lot line abuts a residentially zoned
5 property, a minimum building or structure setback of 10 feet
6 shall be maintained.

7 (3) Parking in the C-C Zone shall be provided pursuant
8 to chapter 18.210 DMMC.

9 (4) Underground structures are permitted in all
10 required setback areas.

11 **Sec. 260. 18.110.070. General site design**
12 **requirements.** Development within the C-C Zone shall conform to
13 the following site design requirements:

14 (1) Walkways. Paved pedestrian walkways shall be
15 provided on-site on newly developed properties or materially
16 remodeled, enlarged, or repaired to the extent of 50 percent of
17 the market value as specified below:

18 (a) Pedestrian walkways shall be provided at or
19 around building(s) of sufficient extent to provide safe
20 pedestrian passage. A minimum six-foot walkway shall be provided
21 adjacent to the principal building entrance(s);

22 (b) A minimum six-foot pedestrian walkway shall
23 be provided that connects walkways at the building to the street
24 sidewalks. Where no street sidewalk exists, the connecting
25 walkway shall extend to the public right-of-way;

26 (c) Walkways and sidewalks shall be
27 differentiated from vehicular circulation or vehicular parking
28 areas as approved by the Planning, Building and Public Works
29 Director;

30 (d) Walkways shall conform with all applicable
31 provisions of chapter 51-10 WAC, Barrier-free Facilities, as
32 presently constituted or as may be subsequently amended; and

33 (e) Lighting shall be provided where stairs,
34 curbs, ramps, or abrupt changes in walkway direction occur.

1 (2) Parking and loading areas. All uses shall
2 conform to the off-street parking provisions and loading area
3 provisions set forth by chapter 18.210 DMMC.

4 (3) Vehicular access and other right-of-way
5 improvements. Vehicular access and other right-of-way
6 improvements shall conform to the provisions of Title 12 DMMC.

7 (4) Uses within the right-of-way. Sidewalk cafes,
8 vendors, and similar temporary commercial uses within the public
9 right-of-way shall conform to the provisions of Title 12 DMMC
10 and the following provisions:

11 (a) A minimum of six feet of unobstructed
12 sidewalk shall be maintained;

13 (b) The applicant shall demonstrate proof of
14 public liability insurance and consent to a public place
15 indemnity agreement;

16 (c) The duration of right-of-way use permits
17 for commercial purposes shall be limited to one year. Applicants
18 may reapply for right-of-way use permits;

19 (d) Sale or consumption of alcoholic beverages
20 is prohibited;

21 (e) Applications for right-of-way use permits
22 for commercial purposes shall include the following information:

23 (i) Proposed items to be placed within
24 the right-of-way, such as seating, tables, fencing, vending
25 carts, etc.;

26 (ii) Proposed activities to occur within
27 the right-of-way, such as dining, amplification of music,
28 preparation and sale of food or beverage items, etc.;

29 (iii) Proposed periods of operation,
30 including months of the year, days of the week, hours, etc., and

31 (iv) Proposed source(s) of utilities such
32 as electrical power;

1 (f) Applicants must immediately clear the
2 public right-of-way when ordered to do so by city authorities
3 for reasons of public health or safety; and

4 (g) In reviewing a proposed use within the
5 public right-of-way, the Planning, Building and Public Works
6 Director may include conditions as may reasonably be needed to
7 endure that the use is consistent with the purpose of the C-C
8 Zone, and to minimize the likelihood of adverse impacts. The
9 Planning, Building and Public Works Director shall deny the
10 request if it is determined that adverse impacts cannot be
11 mitigated satisfactorily.

12 (5) Landscaping. All uses shall conform to the
13 landscaping and screening provisions set forth by chapter 18.195
14 DMMC.

15 (6) Outdoor Uses. Outdoor activities such as sales,
16 display, storage, dining, etc., shall not obstruct vehicular or
17 pedestrian visibility or movement.

18 **Sec. 261. 18.110.080. General building design**
19 **requirements.** Development within the C-C Zone shall conform to
20 the following building design requirements:

21 (1) Structural encroachments into the right-of-way,
22 such as cornices, signs, eaves, sills, awnings, bay windows,
23 balconies, facade treatment, marquees, etc., shall conform to
24 the provisions set forth by Title 12 DMMC, the International
25 Building Code (IBC), and the following provisions:

26 (a) Structural encroachments into the right-of-
27 way shall be capable of being removed without impact upon the
28 structural integrity of the primary building;

29 (b) Structural encroachments into the right-of-
30 way shall not result in additional building floor area than
31 would otherwise be allowed;

32 (c) Except for awnings, signs, and marquees,
33 the maximum horizontal encroachment into the right-of-way shall
34 be two feet;

1 (d) The maximum horizontal encroachment in the
2 right-of-way by signs shall be four feet;

3 (e) The maximum horizontal encroachment in the
4 right-of-way by awnings and marquees shall be six feet;

5 (f) The minimum horizontal distance between the
6 structural encroachment and the curbline shall be two feet;

7 (g) Except for awnings over the public sidewalk
8 which may be continuous, the maximum length of each balcony, bay
9 window, or similar feature that encroaches the right-of-way
10 shall be 12 feet;

11 (h) The applicant shall demonstrate proof of
12 public liability insurance and consent to a public place
13 indemnity agreement;

14 (i) Owners of structural encroachments into the
15 right-of-way must clear the public right-of-way when ordered to
16 do so by City authorities for reasons of public health or
17 safety; and

18 (j) In reviewing a proposed structural
19 encroachment into the public right-of-way, the Planning,
20 Building and Public Works Director may include conditions as may
21 be reasonably needed to ensure that the structure is consistent
22 with the purpose of the C-C Zone, and to minimize the likelihood
23 of adverse impacts. The Planning, Building and Public Works
24 Director shall deny the request if it is determined that adverse
25 impacts cannot be mitigated satisfactorily.

26 (2) Pedestrian entrances to commercial uses at street
27 level shall conform to all applicable provisions of chapter 51-
28 10 WAC, Barrier-free Facilities, as presently constituted or as
29 may be subsequently amended.

(3) The width of all floors above the second level floor shall not exceed 80 percent of the width of the street level floor.

Chapter 18.115
D-C Downtown Commercial Zone

Sections:

18.115.010	Title.
18.115.020	Application.
18.115.030	Purpose.
18.115.040	Authority.
18.115.050	Environmental performance standards, use restrictions, and general limitations.
18.115.060	Dimensional standards.
18.115.070	General site design requirements.
18.115.080	General building design requirements.

Sec. 262. 18.115.010. Title. This chapter shall be entitled "D-C Downtown Commercial Zone."

Sec. 263. 18.115.020. Application. This chapter shall apply to all areas zoned D-C Downtown Commercial.

Sec. 264. 18.115.030. Purpose.

(1) The primary purpose and objective of the Downtown Commercial (D-C) Zone is to enhance, promote, and encourage development within the Marina District.

(2) It is the further purpose of this Zone to: (a) ensure land use compatibility among businesses and residences in terms of permitted uses, building height, bulk, scale; (b) provide a downtown that reflects its waterfront location; and (c) ensure that development occurs consistent with the goals, policies, and implementation strategies of the City of Des Moines Comprehensive Plan.

Sec. 265. 18.115.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 266. 18.115.050. Environmental performance standards, use restrictions, and general limitations.

(1) Every use permitted within the D-C Zone pursuant to this chapter shall conform to the following general limitations and standards:

(a) As provided by chapter 9.64 DMMC, no use, activity, or equipment shall be permitted that creates a nuisance or is offensive, objectionable, or hazardous by reason of creation of odors, noise, sound, vibrations, dust, dirt, smoke, or other pollutants, noxious, toxic, or corrosive fumes or gases, radiation, explosion or fire hazard, or by reason of the generation, disposal, or storage of hazardous or dangerous wastes or materials in a manner(s) inconsistent with Title 70 RCW as presently constituted or as may be subsequently amended;

(b) Accessory uses are permitted that are customarily appurtenant or incidental to the principally permitted uses;

(c) All uses shall be primarily contained within an enclosed structure except the following:

- (i) Outdoor seating and dining;
- (ii) Signs;
- (iii) Off-street parking, drive-through facilities, and loading areas;
- (iv) Motor vehicle fuel pumps;
- (v) Display of merchandise sold on site;
- (vi) Play/recreation areas.

(d) In reviewing a proposed permitted use, the City Manager or the City Manager's designee may waive or include minimal conditions as may be reasonably needed to ensure that the use is consistent with the purpose of the D-C Zone, and to minimize the likelihood of adverse impacts.

1 (2) Home occupations shall be permitted only as an
2 accessory use; provided, that all of the following conditions
3 and limitations are satisfied:

4 (a) The principally permitted use to which the
5 home occupation is accessory shall be a legally permitted,
6 constructed, and conforming residential component of a mixed use
7 development;

8 (b) All conditions set forth in DMMC
9 18.52.010(A) are satisfied.

10 (3) Boat storage and repair shall be permitted only as
11 an accessory use on property principally permitted for marina
12 use and shall conform to the following additional limitations
13 and standards:

14 (a) The size and location of all boat storage
15 facilities shall be consistent with the council-adopted marina
16 master plan;

17 (b) All out-of-water boat repair shall be
18 within a fully secured and fenced area not accessible by the
19 general public;

20 (c) All boat repair work shall have containment
21 areas and employ disposal methods for pollutants and toxic
22 substances consistent with Puget Sound Clean Air Agency and
23 NPDES standards;

24 (d) Only those boats and similar vessels that
25 will be immediately and actively under repair shall be moved to
26 or placed within a designated boat repair facility.

27 (4) Adult entertainment facilities and adult motion
28 picture theaters are not permitted in the D-C Zone.

29 (5) Nonconforming uses located in the D-C Zone shall
30 be allowed to continue to exist, but only to the extent, size,
31 or scale that these uses were legally authorized or licensed to
32 operate by the City. A property containing a single business
33 entity that is a nonconforming use shall not be allowed to add
34 any other use components or otherwise increase the intensity or
35 facet of the use unless all nonconforming use elements of the

1 property are first completely removed from the site. A property
2 containing multiple business entities and that has one or more
3 nonconforming uses upon it shall not be allowed to add any other
4 use components or otherwise increase the intensity or facet of
5 that portion of the property or building containing uses that
6 are nonconforming unless the addition of a new use results in
7 the complete removal of that portion of the property or building
8 containing a nonconforming use.

9 (6) Automobile repair, carwashes, automobile service
10 stations, uses with drive-through facilities, and similar uses
11 shall conform to the following limitations and standards:

12 (a) Automobile repair and the installation of
13 automobile parts and accessories shall be wholly performed
14 within an enclosed structure approved by the Building Official
15 for such occupancy;

16 (b) Each automotive and service repair facility
17 shall be limited to a maximum of one service bay for each 7,500
18 square feet of land area per business site;

19 (c) Service bays shall be fully utilized to
20 store and park vehicles contracted for repair or service;

21 (d) The number of vehicles stored or parked
22 outside for repair or service shall not be greater than the
23 minimum number of required parking stalls serving the auto
24 repair facility pursuant to chapter 18.210 DMMC;

25 (e) No outside parking or storage of employee
26 vehicles, customer vehicles, or vehicles contracted for service
27 shall occur in any area that is not designated and approved by
28 the City as an on-site parking stall;

29 (f) Motor vehicle fuel pump islands shall be
30 set back a minimum of 15 feet from property lines;

31 (g) A six-foot-high, 100 percent sight-
32 obscuring fence shall be provided along property lines that abut
33 residentially zoned properties, unless waived by the residential
34 property owner prior to building permit issuance.

1 (7) Welding repair (7692) is only permitted in an
2 enclosed structure.

3 (8) Social service facilities shall conform to the
4 following limitations and standards:

5 (a) Outdoor play/recreation areas for children
6 shall be set back a minimum of five feet from property lines;
7 and

8 (b) Unless specifically authorized by the City
9 Manager or the City Manager's designee, passenger loading and
10 unloading areas shall be provided on site.

11 (9) Mixed use development shall conform to the
12 following limitations and standards:

13 (a) Mixed use structures shall contain area for
14 retail trade or personal and business services, at street level
15 as follows:

16 (i) Pedestrian access from the public
17 sidewalk to the retail trade or personal and business services
18 shall be provided;

19 (ii) A minimum of 60 percent of the
20 street level floor area shall be occupied by retail trade or
21 personal and business services;

22 (iii) A minimum of 75 percent of the
23 street level building frontage adjacent to public right(s)-of-
24 way shall contain floor area for retail trade or personal and
25 business services uses; and

26 (iv) Building space allocated for retail
27 trade or personal and business service uses at the street level
28 shall have a minimum gross interior depth dimension of 55 feet
29 measured perpendicular to the property line abutting the public
30 street(s) serving the site.

31 (b) The City Manager or the City Manager's
32 designee is authorized to consider and approve up to a 20
33 percent reduction of the bulk requirements specified in
34 subsection (9)(a) of this section when a development proposal

1 incorporates on-site parking substantially at street floor level
2 for retail trade or personal and business service uses and the
3 City Manager or the City Manager's designee determines that the
4 proposed reduction(s) does not compromise, interrupt, or
5 interfere with the desired functionality of the building or the
6 continuity of City pedestrian-oriented design goals in the
7 general area and pedestrian access to the site from the public
8 sidewalk or right-of-way.

9 (c) Mixed use developments shall comply with
10 all the requirements of chapter 18.155 DMMC, except for private
11 recreational requirements established by DMMC 18.155.050(2).

12 (d) A detached structure that contains
13 residential uses and does not meet the requirements for mixed
14 use structures is prohibited.

15 **Sec. 267. 18.115.060. Dimensional standards.**

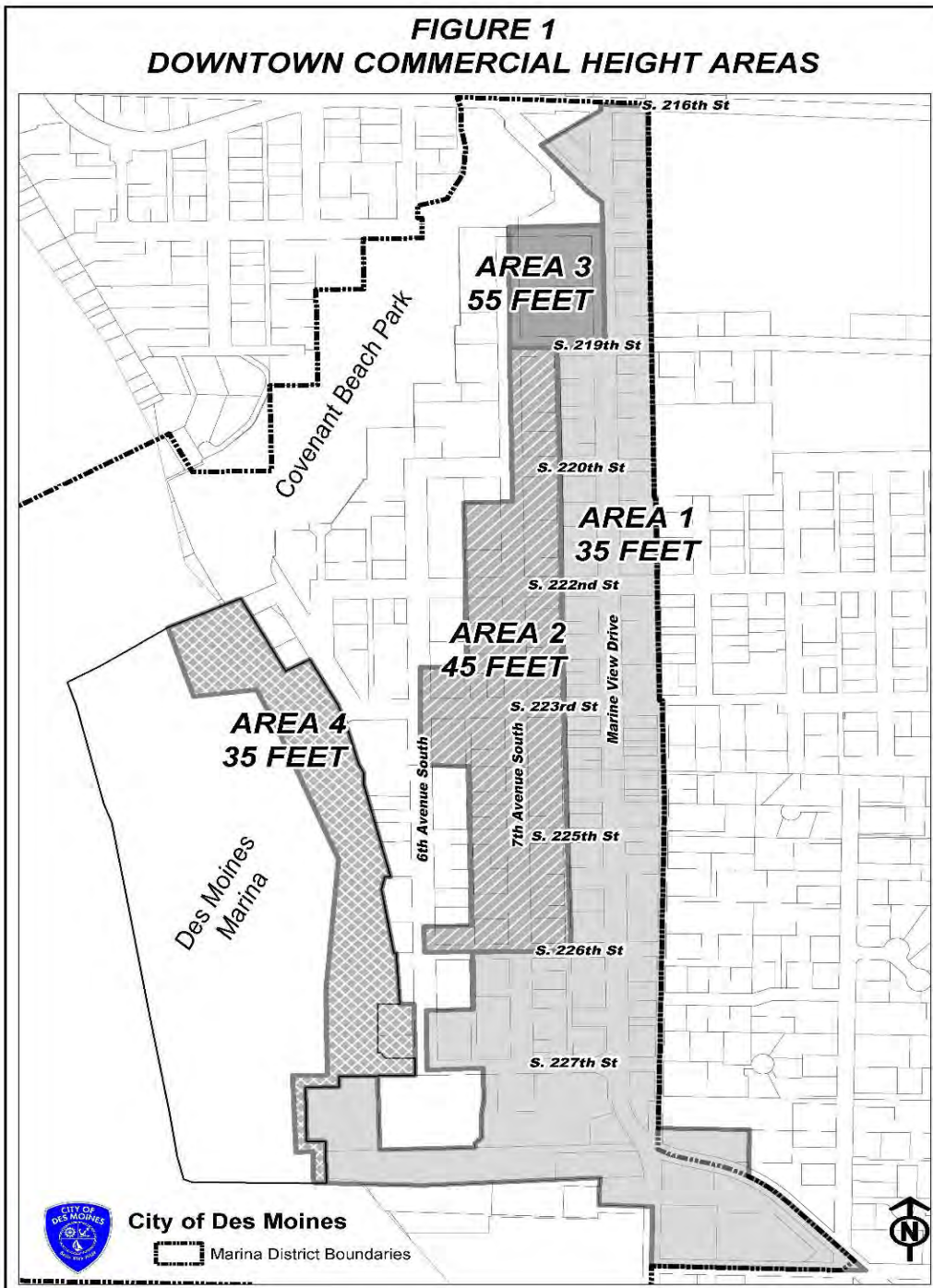
16 (1) Maximum building height.

17 (a) Area 1 on Figure 1. The maximum building
18 height is 35 feet as measured from the highest sidewalk grade of
19 the north-south roadway adjacent to the property; provided, that
20 building heights shall not be measured from 8th Avenue South or
21 the alleys.

22 (b) Area 2 on Figure 1. The maximum building
23 height is 45 feet as measured from the highest sidewalk grade of
24 the north-south roadway adjacent to the property line; provided,
25 that building heights shall not be measured from the alleys.

26 (c) Area 3 on Figure 1. The maximum building
27 height is 55 feet as measured from the highest sidewalk grade of
28 7th Avenue South adjacent to the property line.

29 (d) Area 4 (the Des Moines Marina) on Figure 1.
30 The maximum building height is 35 feet as measured from the Des
31 Moines Marina Floor.



1

2 (2) Building height bonus. In the D-C Zone, the City
3 Manager or the City Manager's designee may authorize additional
4 building heights as provided in this subsection:

1 (a) Area 1 on Figure 2. The maximum building
2 height is 55 feet as measured from the highest sidewalk grade of
3 the north-south roadway adjacent to the property line; provided,
4 that building heights shall not be measured from the alleys.

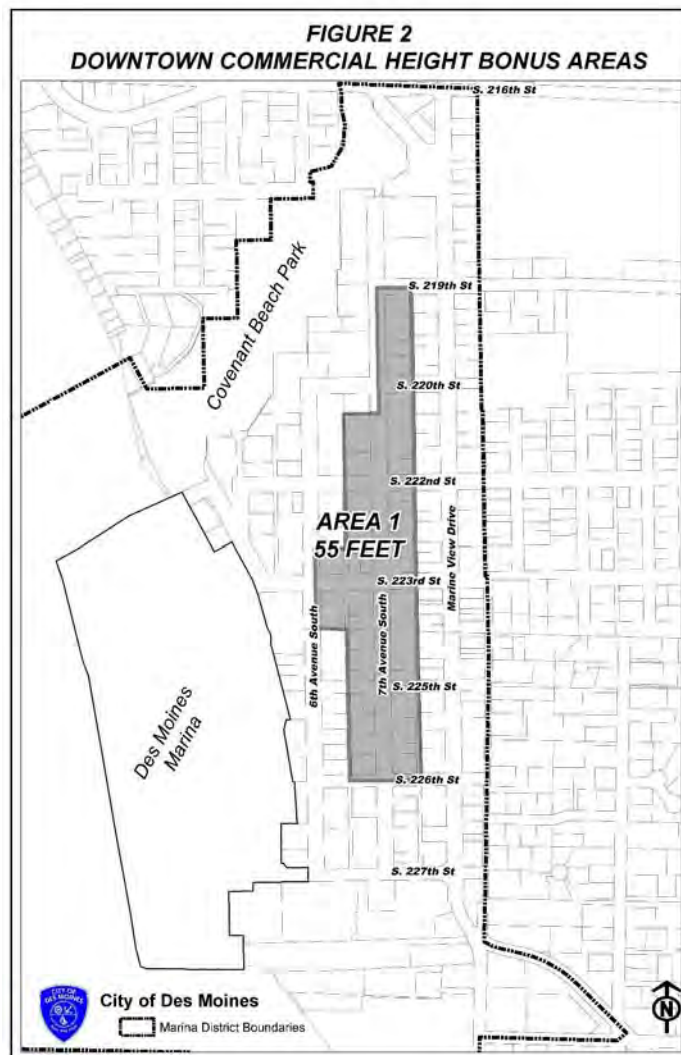
5 (b) The total maximum number of buildings
6 within the bonus area that can be authorized to utilize the
7 height bonus by the City Manager or the City Manager's designee
8 under this section is three buildings.

9 (c) The total floor area of the building does
10 not exceed the total allowable floor area ratio as determined by
11 DMMC 18.115.080(3).

12 (d) The minimum building site area is 20,000
13 square feet.

14 (e) Pedestrian oriented spaces as defined in
15 the Marina District Guidelines are provided.

- 1 (f) The property owner shall enter into a no
2 protest agreement regarding the formation of a Parking Business
3 Improvement Area as regulated in chapter 35.87A RCW.

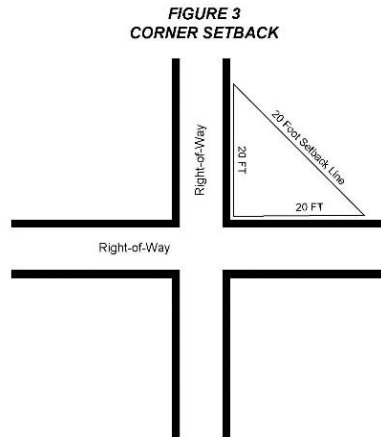


- 4 (3) Setbacks. All structures shall maintain setbacks
5 from property lines as set forth in this subsection:

- 6 (a) Where any lot line lies adjacent to a
7 public right-of-way or private street and residentially zoned
8 property lies adjacent to such public right-of-way or private
9 street, or when the lot line abuts a residentially zoned
10 property, a minimum building or structure setback of 10 feet
11 shall be maintained.

(b) Corner lot building setback.

(i) All buildings located on corner lots shall observe a 20-foot setback from the corner as measured from the corner of the right-of-way as illustrated in Figure 3 below:



(ii) The City Manager or the City Manager's designee may allow encroachments into this corner setback area if the total area within the setback does not fall below 200 square feet and preserves a building setback at the corner.

(c) Underground structures are permitted in all required setback areas.

(d) All buildings adjacent to South 223rd Street and South 227th Street shall maintain a 15-foot setback from the property line adjacent to South 223rd Street or South 227th Street for that portion of the building above the third story.

Sec. 268. 18.115.070. General site design requirements. Development within the D-C Zone shall conform to the following site design requirements:

(1) Walkways. Paved pedestrian walkways shall be provided on site on newly developed properties or materially remodeled, enlarged, or repaired to the extent of 50 percent of the market value as specified below:

1 (a) Pedestrian walkways shall be provided at or
2 around building(s) of sufficient extent to provide safe
3 pedestrian passage. A minimum six-foot walkway shall be provided
4 adjacent to the principal building entrance(s);

5 (b) A minimum six-foot pedestrian walkway shall
6 be provided that connects walkways at the building to the street
7 sidewalks. Where no street sidewalk exists, the connecting
8 walkway shall extend to the public right-of-way;

9 (c) Walkways and sidewalks shall be
10 differentiated from vehicular circulation or vehicular parking
11 areas as approved by the City Manager or designee;

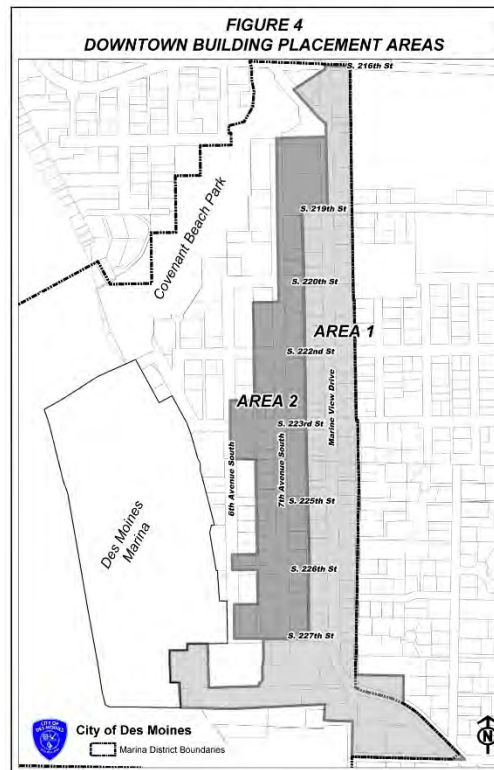
12 (d) Walkways shall conform with all applicable
13 provisions of chapter 51-10 WAC, Barrier-free facilities, as
14 presently constituted or as may be subsequently amended; and

15 (e) Lighting shall be provided where stairs,
16 curbs, ramps, or abrupt changes in walkway direction occur.

17 (2) Placement of buildings.

18 (a) Buildings or structures located in Area 1
19 of Figure 4 are not required to abut the adjacent sidewalk. On-
20 site parking facilities are allowed between the building and the
21 adjacent sidewalk.

22 (b) Buildings or structures located in Area 2
23 of Figure 4 shall be located in close proximity to the adjacent
24 sidewalk. The area between the building and the adjacent
25 sidewalk can be used for pedestrian oriented spaces as defined
26 in the Marina District Design Guidelines, outside dining,
27 sitting areas, or landscaped open space. Parking areas are
28 prohibited between the building and the adjacent sidewalk.



(3) Parking and loading areas. All properties shall conform to the off-street parking provisions and loading area provisions set forth by chapter 18.210 DMMC.

(4) Vehicular access and other right-of-way improvements shall conform to the provisions set forth by Titles 10 and 12 DMMC.

(5) Properties that have vehicular access from 8th Avenue between South 223rd Street and Kent-Des Moines Road shall provide on-site delivery unloading areas.

(6) Angled parking shall be allowed along Marine View Drive; provided, that the following standards are met:

(a) The sidewalk shall be relocated within dedicated right-of-way so that the curb face of the relocated sidewalk is located 36 feet as measured from the edge of traveled way of the nearest lane of traffic on Marine View Drive.

1 (b) The relocated sidewalk shall be entirely in
2 right-of-way or newly dedicated right-of-way.

3 (c) The length of relocated sidewalk shall be a
4 minimum of 100 feet, not including any sidewalk transition
5 areas.

6 (d) Sidewalk transition lengths and dimensions
7 shall be provided by the city engineer.

8 (e) Only head-in angled parking shall be
9 allowed within the right-of-way on Marine View Drive, except
10 that area of existing parallel parking on Marine View Drive
11 shall be allowed to remain in place until the adjoining property
12 redevelops, at which time the property owner may choose to
13 construct angle parking in accordance with the provisions of
14 this section, or the property owner may choose to eliminate the
15 section of parallel parking, or the city's traffic engineer
16 determines that a safety concern exists that necessitates
17 removal of such parallel parking.

18 (f) Angled parking installed by a property
19 owner under this section would be counted toward the total
20 number of parking stalls required by chapter 18.44 DMMC.

21 (7) Uses within the right-of-way. Sidewalk cafes,
22 vendors, and similar temporary commercial uses within the public
23 right-of-way shall conform to the provisions of Title 12 DMMC
24 and the following provisions:

25 (a) A minimum of six feet of unobstructed
26 sidewalk shall be maintained;

27 (b) The applicant shall demonstrate proof of
28 public liability insurance and consent to a public place
29 indemnity agreement;

30 (c) The duration of right-of-way use permits
31 for commercial purposes shall be limited to one year; applicants
32 may reapply for right-of-way use permits;

33 (d) Applications for right-of-way use permits
34 for commercial purposes shall include the following information:

(i) Proposed items to be placed within the right-of-way, such as seating, tables, fencing, vending carts, etc.;

(ii) Proposed activities to occur within the right-of-way, such as dining, amplification of music, preparation and sale of food or beverage items, etc.;

(iii) Proposed periods of operation, including months of the year, days of the week, hours, etc.; and

(iv) Proposed source(s) of utilities such as electrical power;

(e) Applicants must immediately clear the public right-of-way when ordered to do so by city authorities for reasons of public health or safety; and

(f) In reviewing a proposed use within the public right-of-way, the City Manager or the City Manager's designee may include conditions as may be reasonably needed to ensure that the use is consistent with the purpose of the D-C Zone, and to minimize the likelihood of adverse impacts. The City Manager or the City Manager's designee shall deny the request if it is determined that adverse impacts cannot be mitigated satisfactorily.

(8) Landscaping. All uses shall conform to the landscaping and screening provisions set forth by chapter 18.195 DMMC.

(9) Outdoor Uses. Outdoor activities such as sales, display, storage, dining, etc., shall not obstruct vehicular or pedestrian visibility or movement.

Sec. 269. 18.115.080. General building design requirements. Development within the D-C Zone shall conform to the following building design requirements:

(1) Structural encroachments into the right-of-way, such as cornices, signs, eaves, sills, awnings, bay windows, balconies, facade treatment, marquees, etc. shall conform to the provisions set forth by Titles 12 and 14 DMMC, and the following provisions:

1
2 (a) Structural encroachments into the right-of-
3 way shall be capable of being removed without impact upon the
4 structural integrity of the primary building;
5

6 (b) Structural encroachments into the right-of-
7 way shall not result in additional building floor area than
8 would otherwise be allowed;
9

10 (c) Except for awnings, signs, and marquees,
11 the maximum horizontal encroachment into the right-of-way shall
12 be two feet;
13

14 (d) The maximum horizontal encroachment in the
15 right-of-way by signs shall be four feet;
16

17 (e) The maximum horizontal encroachment in the
18 right-of-way by awnings and marquees shall be six feet;
19

20 (f) The minimum horizontal distance between the
21 structural encroachment and the curblin shall be two feet;
22

23 (g) Except for awnings over the public sidewalk
24 which may be continuous, the maximum length of each balcony, bay
25 window, or similar feature that encroaches the right-of-way
26 shall be 12 feet;
27

28 (h) The applicant shall demonstrate proof of
29 public liability insurance and consent to a public place
30 indemnity agreement;
31

32 (i) Owners of structural encroachments into the
33 right-of-way must clear the public right-of-way when ordered to
34 do so by city authorities for reasons of public health or
35 safety; and
36

37 (j) In reviewing a proposed structural
38 encroachment into the public right-of-way, the City Manager or
39 the City Manager's designee may include conditions as may be
40 reasonably needed to ensure that the structure is consistent
41 with the purpose of the D-C Zone, and to minimize the likelihood
42 of adverse impacts. The City Manager or the City Manager's

1 designee shall deny the request if it is determined that adverse
2 impacts cannot be mitigated satisfactorily.

3
4 (2) Pedestrian entrances at street level shall conform
5 to all applicable provisions of chapter 51-10 WAC, Barrier-free
6 facilities, as presently constituted or as may be subsequently
7 amended.

8
9 (3) Maximum gross floor area.

10
11 (a) Area 1 and Area 4, Figure 1. The maximum
12 gross floor area allowed on a site is determined by multiplying
13 the lot area of the site by 2.5.

14
15 (b) Area 2, Figure 1. The maximum gross floor
16 area allowed on a site is determined by multiplying the lot area
17 of the site by 3.2.

18
19 (c) Area 3, Figure 1. The maximum gross floor
20 area allowed on a site is determined by multiplying the lot area
21 of the site by 3.5.

22
23 (d) Using the public benefit incentive system
24 in subsection (4) of this section, the maximum gross floor area
25 allowed on a site in Area 1, Figure 2, is determined by
26 multiplying the lot area of the site by 3.5.

27
28 (e) For the purposes of this section, gross
29 floor area does not include any underground areas designed and
30 used for parking.

31
32 (f) For the purpose of this section, when more
33 than one building is located on a single property the sum of all
34 gross floor areas of all the buildings shall not exceed the
35 total gross floor area allowed for the property.

36
37 (4) Public benefit incentive system. The City Manager
38 or the City Manager's designee may approve additional building
39 square footage based on the ratios in Table 18.115.080 subject
40 to the following:

41
42 (a) The gross floor area and/or building height
43 limits cannot exceed the limits allowed in subsection (3) of

this section and DMMC 18.115.060(2), as provided in Table 18.115.080 and the requirements of this section.

(b) The City Manager or the City Manager's designee may approve a public benefit feature not listed in Table 18.115.080 if a public benefit is located within the Marina District, a public benefit will be derived from the proposed feature that is roughly equivalent to the benefit derived from a feature in Table 18.115.080.

Table 18.115.080 Public Benefit Incentive System Ratios

PUBLIC BENEFIT FEATURE	BONUS FLOOR AREA PER UNIT OF PUBLIC BENEFIT FEATURE
1. Streetscape	
Each \$1,000 spent on additional roadway improvements above what is required by chapter <u>12.28</u> DMMC	100 square feet
2. Design Elements	
1 sq.ft. of underground parking	5 square feet
1 sq.ft. of below-ground public parking structure	2.5 square feet
1 sq.ft. of shared parking (for other sites)	0.5 square feet
1 sq.ft. of rooftop garden	2 square feet
1 sq. ft. of rooftop beautification	2 square feet
3. Civic Contributions	
1 sq.ft. of public parking area	0.5 square feet
1 sq.ft. of public meeting/conference facilities	1 square foot
Each \$1,000 spent on public art or water features	100 square feet
Each \$1,000 spent to improve connections to the Des Moines Marina to include signage, way finding, and improved pedestrian connections	100 square feet
Each \$1,000 spent to improve Covenant Beach Park National Historic District	100 square feet
4. Uses	
1 sq.ft. restaurant (not fast-food or take-out)	1 square foot
1 sq.ft. rooftop or top floor restaurant (not fast-food or take-out)	4 square feet
1 sq.ft. of day-care facilities	6 square feet
1 sq.ft. of public restroom	4 square feet
1 sq.ft. of public open space	4 square feet
1 sq.ft. of retail use on ground floor	2 square feet
1 sq.ft. of theater or performing arts venue	5 square feet

Chapter 18.125
H-C Highway Commercial Zone

Sections:

18.125.010	Title.
18.125.020	Application.
18.125.030	Purpose.
18.125.040	Authority.
18.125.050	Limitations on uses.
18.125.060	Permissible floor area.
18.125.070	Height.
18.125.080	Placement of buildings and structures.
18.125.090	Landscaping requirements.
18.125.100	Parking and loading requirements.
18.125.110	Required right-of-way improvements.

Sec. 270. 18.125.010. Title. This chapter shall be entitled "H-C Highway Commercial Zone."

Sec. 271. 18.125.020. Application. This chapter shall apply to all areas zoned H-C Highway Commercial.

Sec. 272. 18.125.030. Purpose. The intent of this Zone is to provide for the location and grouping of diversified commercial/retail activities which serve a broader, regional clientele, involving some on-premises retail service but requiring more convenience for vehicular circulation. These uses depend on proximity to major highways or arterials for trade or transportation, are characterized by less dependence on individual and personal patron contact than uses in retail zones, and involve outside activities and display or fabrication, assembling, and service features. Uses enumerated in this Zone have common or similar performance standards in that they are heavier in type than those uses permitted in the more restrictive commercial zones and often are not compatible with uses permitted in other commercial zones because of the type of commodities and goods handled, greater handling of materials and commodities, increased trucking activity, need for larger sites, and noise, traffic, or other impacts generated. Uses are measurably lighter uses than typical of Business Park Zones; however, they do not normally involve as intensive use of land as those comprising the retail shopping area.

1 **Sec. 273. 18.125.040. Authority.** This chapter is
2 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
3 36.70A RCW and other applicable laws.

4 **Sec. 274. 18.125.050. Limitations on uses.** Every
5 use locating in the H-C Highway Commercial Zone shall be subject
6 to the following conditions and limitations:

7 (1) Automobile service stations. Buildings,
8 structures, and the leading edge of pump islands shall not be
9 closer than 20 feet to any street property line, except that
10 service station canopies and marquees may project 10 feet into
11 the required setback.

12 (2) If a building site has a boundary line which is a
13 common property line with residential property, then on such
14 common line a wall or view-obscuring fence or hedge not less
15 than five feet in height shall be installed and maintained for
16 screening purposes and controlling access.

17 **Sec. 275. 18.125.060. Permissible floor area.** The
18 maximum permitted floor area to be contained in all buildings on
19 a lot in an H-C Highway Commercial Zone shall not exceed three
20 and one-half times the square foot area of the lot.

21 **Sec. 276. 18.125.070. Height.** In an H-C Highway
22 Commercial Zone no building or structure shall exceed a height
23 of 35 feet.

24 **Sec. 277. 18.125.080. Placement of buildings and**
25 **structures.** Placement of buildings and structures on any lot in
26 the H-C Highway Commercial Zone shall conform to the following:

27 (1) Front setback. Any building or structure, except
28 signs or service station canopies or marquees, shall maintain a
29 60-foot minimum setback.

30 (2) Rear setback. A minimum 10-foot rear setback shall
31 be maintained from any residential property.

32 (3) Side setback. A minimum 10-foot side setback shall
33 be maintained from any residential property.

Sec. 278. 18.125.090. Landscaping requirements.
Landscaping in the H-C Highway Commercial Zone shall be required
as set forth in chapter 18.195 DMMC.

Sec. 279. 18.125.100. Parking and loading requirements. In H-C Highway Commercial Zone, off-street
parking and loading areas shall be provided as set forth in
chapter 18.210 DMMC.

Sec. 280. 18.125.110. Required right-of-way improvements. In the H-C Highway Commercial Zone, all new
construction, additions, or alterations which exceed 50 percent
of the value of the existing structure or, in the case of a
series of addition or alteration projects, when in a five-year
period the cumulative value of additions or alterations exceeds
50 percent of the value of the structure at the time such
additions or alterations are commenced, shall include
construction of curb, gutters, and sidewalks in accordance with
Washington State Department of Transportation standards.

Chapter 18.130
R-SR Residential: Suburban Residential Zone

Sections:

18.130.010 Title.
18.130.020 Application.
18.130.030 Purpose.
18.130.040 Authority.
18.130.050 Lot area.
18.130.060 Lot area per dwelling unit.
18.130.070 Lot width.
18.130.080 Front yard.
18.130.090 Height.
18.130.100 Permissible lot coverage.
18.130.110 Placement of buildings and structures.

Sec. 281. 18.130.010. Title. This chapter shall be
entitled "R-SR Residential: Suburban Residential Zone."

Sec. 282. 18.130.020. Application. This chapter
shall apply to all areas zoned R-SR Residential: Suburban
Residential.

1 **Sec. 283. 18.130.030. Purpose.** The principal
2 objective and purpose to be served by this Zone and its
3 application is to provide for the orderly transition of areas
4 presently largely suburban in character but which are rapidly
5 becoming urbanized. This zone is intended to apply to areas in a
6 transitional stage, and which are changing, or are expected to
7 change in character, in the light of increasing need for urban
8 development.

9 **Sec. 284. 18.130.040. Authority.** This chapter is
10 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
11 36.70A RCW and other applicable laws.

12 **Sec. 285. 18.130.050. Lot area.** The minimum
13 required area of a lot in an R-SR Zone shall be 35,000 square
14 feet; provided, however, in multiple lot subdivisions approved
15 subsequent to the effective date of this Title:

16 (1) The minimum required area may be reduced to 7,200
17 square feet when:

18 (a) All lots are served by public sewers;

19 (b) All lots are served by public water; and

20 (c) All lots are served by paved streets with
21 curbs, sidewalks, and underground storm drainage.

22 (2) The minimum required lot area may be reduced to
23 15,000 square feet when:

24 (a) All lots are served by public or private
25 water;

26 (b) All lots are served by an approved sewage
27 disposal system; and

28 (c) All lots are served by paved streets and
29 walkways.

30 (3) The provisions, methods, and standards contained
31 in the Single-Family Residential Zones under chapter 18.55 DMMC
32 pertaining to meeting minimum lot area requirements by using the

1 average lot size of the subdivision shall also apply to
2 comparable subdivisions permitted under this section.

3 **Sec. 286. 18.130.060. Lot area per dwelling unit.**
4 In an R-SR Zone the lot area per dwelling unit shall be not less
5 than 35,000 square feet unless a subdivision containing lots
6 having less area has been approved, in which case the lot area
7 per dwelling unit shall be the area of the lot within the
8 approved subdivision.

9 **Sec. 287. 18.130.070. Lot width.** In an R-SR Zone
10 every lot shall have a width of not less than 135 feet; except
11 that when the lot is a part of approved subdivision and has an
12 area less than 9,600 square feet, such lot shall have a width
13 not less than 60 feet. Lots having an area of 9,600 square feet
14 but less than 35,000 square feet shall have a width not less
15 than 75 feet.

16 **Sec. 288. 18.130.080. Front yard.** In an R-SR Zone
17 every lot shall have a front yard having a depth of not less
18 than 30 feet, unless such lot is a part of an approved
19 subdivision as provided in DMMC 18.130.050 in which case a lot
20 having an area less than 35,000 square feet may have a front
21 yard not less than 20 feet in depth.

22 **Sec. 289. 18.130.090. Height.** In an R-SR Zone no
23 building or structure shall exceed a height of 25 feet.

24 **Sec. 290. 18.130.100. Permissible lot coverage.** In
25 an R-SR zone all buildings and structures, including accessory
26 buildings and structures, but not including any open areas used
27 to provide parking spaces or private swimming pools, shall not
28 cover more than 35 percent of the area of the lot. In the case
29 of churches and schools the limitation of lot coverage shall
30 pertain to buildings and structures only, and does not include
31 open air parking areas.

32 **Sec. 291. 18.130.110. Placement of buildings and**
33 **structures.** Placement of buildings and structures on any lot in
34 R-SR zone shall conform to the following:

35 (1) Lots containing an area less than 15,000 square
36 feet, when such lots are a part of an approved subdivision,

shall maintain side yards, rear yard, open space, and distance between buildings as set forth in the RS-7,200 zone;

(2) Lots containing an area of 15,000 square feet, but less than 35,000 square feet, when such lots are a part of a recorded subdivision plat, shall maintain the side yards, rear yard, open spaces, and distance between buildings as set forth in the RS-15,000 zone;

(3) On lots containing an area of 35,000 square feet or more, any building or structure, whether it is the main building or structure, or whether it is an accessory building or structure, shall maintain the side yards, rear yard, open spaces, and distance between buildings as set forth in the R-SE zone. Where a greater distance is required as a condition to the establishment of a permitted building or use, such greater distance shall prevail.

Chapter 18.135 Pacific Ridge Zone

Sections:

- 18.135.010 Title.
- 18.135.020 Application.
- 18.135.030 Purpose.
- 18.135.040 Authority.
- 18.135.050 Subareas within Pacific Ridge zone.
- 18.135.060 Environmental performance standards and general limitations.
- 18.135.070 Dimensional standards.

Sec. 292. 18.135.010. Title. This chapter shall be entitled "Pacific Ridge Zone."

Sec. 293. 18.135.020. Application. This chapter shall apply to all areas zoned PR Pacific Ridge.

Sec. 294. 18.135.030. Purpose. The principal objective and purpose of this Zone and its application is to implement the City of Des Moines Comprehensive Plan, Pacific Ridge Neighborhood Improvement Plan, and other adopted policies for the commercial and residential areas of Pacific Ridge.

Furthermore, it is the objective and purpose of this Zone to provide development regulations that will promote redevelopment of Pacific Ridge properties in order to create attractive, safe, and desirable areas to work and reside. Redevelopment of Pacific Ridge is appropriate because this area has excellent access to transportation facilities, view opportunities, and higher-density development which can help Des Moines meet or exceed population and employment growth targets specified by the countywide planning policies for King County. Also, redevelopment of Pacific Ridge properties is appropriate because many of the existing structures and land uses have resulted in social problems such as: high crime rates (especially major felony crimes); declining property values; unsafe and undesirable housing conditions; insufficient building and property maintenance; absentee property ownership/management; violation of zoning, construction, and health codes; transient residency; and marginal businesses.

A related consideration is to make it possible to efficiently and economically plan for, design, finance, and provide public services, capital facilities, and utilities for the populations and activities within this Zone. For all of the above reasons, the purpose of this chapter is to promote public health, safety, and welfare through redevelopment of Pacific Ridge properties.

Sec. 295. 18.135.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 296. 18.135.050. Subareas within Pacific Ridge Zone.

(1) Except as provided below, properties within the Pacific Ridge zone are located within one of two subareas as illustrated by the zoning map designated by DMMC 18.10.050. The two subareas, hereafter referred to as zones, have unique land use and development regulations, and some general regulations apply to each zone. The two Pacific Ridge Zones are as follows:

- (a) PR-R, Pacific Ridge Residential, and
- (b) PR-C, Pacific Ridge Commercial.

(2) For application of the general provisions of this Title, PR-R is a Multifamily Residential Zone while PR-C is a Commercial Zone.

Sec. 297. 18.135.060. Environmental performance standards and general limitations. Every use permitted within the PR Zone shall conform to the following general limitations and standards:

(1) Provisions applicable to all PR Zones:

(a) Accessory uses are permitted that are customarily appurtenant or incidental to the principally permitted uses.

(b) Landscaping and screening are required in accordance with chapter 18.195 DMMC.

(c) Off-street parking and loading areas are required in accordance with chapter 18.210 DMMC.

(d) Mixed-use development shall conform to the following limitations and standards:

(i) Within the PR-C Zone, structures containing only residential uses are not allowed; and

(ii) On-site multifamily recreation area is required for developments with four or more dwelling units as provided by chapter 18.155 DMMC, except the minimum area of common recreation space per dwelling unit shall be 50 square feet and the private recreation space per dwelling unit shall be 40 square feet for buildings over 35 feet.

(e) New construction shall conform to applicable Federal Aviation Administration regulations, including Part 77, Federal Aviation Regulations, Objects Affecting Navigable Airspace, as presently constituted or as may be subsequently amended.

(2) Provisions applicable to the PR-R Zone. Parking and loading areas within the PR-R Zone are further allowed but parking spaces not within a parking garage structure shall be subject to maximum lot coverage limitations.

1
2 (3) Provisions applicable to the PR-C Zone.
3 (a) All uses shall be primarily contained
4 within an enclosed structure except the following:

5 (i) Outdoor seating and dining;

6 (ii) Signs;

7 (iii) Loading areas;

8 (iv) Motor vehicle fuel pumps;

9 (v) Retail nursery and garden centers
10 (44422) in the PR-C zone;

11 (vi) Incidental outdoor display areas for
12 merchandise sold on site as approved through the design review
13 process;

14 (vii) Play/recreation areas; and

15 (viii) Miscellaneous storage when limited
16 to 10 percent of the site area and when perimeter landscaping
17 and fencing is provided as approved through the design review
18 process.

19 **Sec. 298. 18.135.070. Dimensional standards.**

20 (1) Lot area. Every lot shall have a minimum area of
21 7,500 square feet.

22 (2) Lot width. Every lot shall have a minimum width of
23 75 feet.

24 (3) Front yard.

25 (a) In the PR-R Zone, not less than 15 feet
26 except that no front yard is required if the project is at least
27 55 feet in height.

28 (b) In the PR-C Zone, no front yard is
29 required.

30 (4) Side yard.

1 (a) In the PR-R zone, not less than 10 feet
2 when abutting a single family residence, except that no side
3 yard is required if the project is at least 55 feet in height
4 and does not abut a single family residence.

5 (b) In the PR-C Zone, no side yard is required.

6 (5) Rear yard. Every lot shall have a rear yard of
7 not less than 15 feet, except as otherwise permitted in DMMC
8 18.135.070(13).

9 (6) Measurement of building height.

10 (a) PR-R Zone: Building height shall be
11 measured from average finish grade.

12 (b) PR-C Zone: Building height shall be
13 measured from mean sidewalk grade as follows:

14 (i) Building height for properties
15 abutting Pacific Highway South is measured from Pacific Highway
16 South.

17
18 (ii) Building height for properties
19 extending from Pacific Highway South to 24th Avenue South is
20 measured from Pacific Highway South.

21
22 (iii) Building height for properties
23 abutting South 216th Street is measured from average finish
24 grade on South 216th Street.

25
26 (iv) Building height shall be measured
27 from average finish grade for properties not abutting Pacific
28 Highway South or South 216th.

29
30 (7) Minimum building height.

31 (a) Except for buildings containing only a
32 full-service restaurant or a gasoline service station, and other
33 instances specifically authorized by the City Manager or the
34 City Manager's designee in writing, no building shall be less
35 than the height specified below:

36 (i) PR-R Zone: 35 feet.

1 (ii) PR-C Zone: No minimum building
2 height for commercial projects and 55 feet for residential or
3 mixed use projects.

4 (b) For the purposes of this subsection,
5 minimum building height shall not include decorative towers or
6 appurtenances, roof slopes out of character with the building's
7 architecture, or other contrivances provided solely for
8 achievement of the required minimum building height. In
9 calculating minimum building height, the City Manager or the
10 City Manager's designee shall include regular architectural
11 features enclosing functional, occupiable building areas.

12 (8) Maximum building height. Buildings and structures
13 may be built to the height specified below unless restricted by
14 section (9) of this section:

15 (a) PR-R Zone: 75 feet, except that buildings
16 may be built to a height of 200 feet with approval of a floor
17 area clustering height bonus when the minimum building site area
18 is 43,560 square feet and useable pedestrian plazas and open
19 space are provided.

20 (b) **PR-C Zone:** 55 feet west of Pacific Highway
21 South and 85 feet east of Pacific Highway South, except that
22 buildings may be built to a height of 200 feet east of Pacific
23 Highway South with approval of a floor area clustering height
24 bonus when the minimum building site area is 43,560 square feet
25 and useable pedestrian plazas and open space are provided.

26 (9) Building height limitation adjacent to single-
27 family. When an abutting property is designated single-family
28 residential by the Des Moines Comprehensive Plan and being used
29 as such, building height shall be limited as follows:

30 (a) Within 20 feet of the abutting single-
31 family residential property, maximum building height shall be 35
32 feet.

33 (b) Within 40 feet of the abutting single-
34 family residential property, maximum building height shall be 45
35 feet.

1 (c) During the design review and environmental
2 review, the City Manager or the City Manager's designee may
3 impose other conditions of approval in order to mitigate
4 potential height, bulk, and scale impacts upon adjacent single-
5 family residents not sufficiently mitigated by existing
6 regulations.

7 (10) **Height allowance for enhanced design of distinctive**
8 **rooflines.** In the PR-C and PR-R zones, a portion of a building
9 may exceed the maximum building height; provided that the
10 following provisions are met:

11
12 (a) The purpose of the additional height for the
13 building is to provide a roofline that is of distinctive form
14 through the use of design elements such as pitched roofs, sloped
15 roofs, vertical offsets or other similar roof features that
16 achieve the goals of Pacific Ridge Design Guideline 2.B.2.

17
18 (b) The maximum building height established in
19 subsections (8) and (9) of this section shall only be increased
20 by a maximum of 10 percent.

21
22 (c) Architectural features associated with the
23 distinctive roofline shall be used to emphasize significant
24 architectural elements of the building such as the main entrance
25 of the building or the building's orientation to a corner, or to
26 provide for pitched or sloped roofs for the building.

27
28 (d) Height allowed for distinctive rooflines
29 under this section shall not be used to determine the building
30 height for the purposes of establishing the maximum gross floor
31 area under DMMC 18.135.09(3).

32
33 (e) The building area or amount of building
34 structure extending above the maximum height established in
35 subsection (9) of this section shall be limited to 30 percent of
36 the building roof deck area. When multiple building rooflines
37 exist at different building levels or stories, the 30 percent
38 requirement shall only apply to the area of the roof deck of the
39 tallest portion of a building.

40
41 (11) Placement of buildings.

1 (a) The distance between a building containing
2 dwelling units and any other building shall be not less than 10
3 feet.

4
5 (b) On the rear third of an interior lot,
6 accessory buildings not containing dwellings may be built to the
7 side lot lines and the rear lot line

8
9 (c) On the rear one-third of a corner lot:

10
11 (i) Accessory buildings not containing
12 dwellings may be built to the interior side lot line and the
13 rear lot line.

14
15 (ii) Where a setback from the street is
16 required for the adjoining lot, no building shall be erected
17 closer than 10 feet to the street side lot line.

18
19 (d) On the rear third of a reverse corner lot:

20
21 (i) Accessory buildings not containing
22 dwellings may be built to the interior side lot line.

23
24 (ii) Where a setback from the street is
25 required for the adjoining lot, no building shall be erected
26 closer than 10 feet to the street side lot line.

27
28 (iii) No building shall be erected closer
29 than five feet to the rear lot line.

30
31 (12) **Adjustment of required yards.** In the PR-C and PR-R
32 zones, the required rear yard area shall be reduced to a minimum
33 of 5 feet provided that:

34
35 (a) A development site or potential project area
36 is planned or may be planned for multiple buildings together as
37 one development or in different development phases either under
38 common ownership or separate ownership; and

39
40 (b) Building on a site or potential project area
41 are served by a private, joint-use access or street which
42 separates the rear yard area of one development site or project
43 area from another development site or project area; and

(c) A physical separation of not less than 30 feet is provided between buildings which shall include the space or distance located within any such shared, joint-use access or street together with the yard areas adjoining and abutting buildings and said shared streets.

Sec. 299. 18.135.080. General site design requirements. All development proposals shall demonstrate substantial compliance, as determined by the City Manager or the City Manager's designee, with the adopted *Pacific Ridge Design Guidelines*.

Sec. 300. 18.135.090. General building design requirements.

(1) Design guidelines. All development proposals shall demonstrate substantial compliance, as determined by the City Manager or the City Manager's designee, with the adopted *Pacific Ridge Design Guidelines*.

(2) Minimum floor-to-ceiling height for dwellings. Dwellings shall have a minimum floor-to-ceiling height of eight feet, six inches.

(3) Maximum gross floor area.

(a) The maximum gross floor area for buildings within Pacific Ridge neighborhood shall be determined by multiplying the lot area of the site by the floor area ratio (FAR) number established in the following table:

Building Height	PR-C and PR-R FAR
35 Feet or Less	2.8
35 – 50	3.5
50 – 60	4
60 – 70	4.5
70 – 80	5
80 – 90	5.5
90 – 100	6.5

Building Height	PR-C and PR-R FAR
100 – 110	7.5
110 – 120	9
> 120	Increases by 0.5 per floor above 120 feet

(b) Gross floor area shall include the total square footage of the enclosed building; provided, that:

(i) For properties located adjacent to Pacific Highway South, the area of parking garages constructed below the adjacent sidewalk grade on Pacific Highway South shall not be included in the calculation of gross floor area.

(ii) For all other properties in the Pacific Ridge neighborhood, the area of parking garages constructed below the lowest sidewalk grade adjacent to the property line shall not be included in the calculation of gross floor area.

(4) Within the PR-C Zone, structural encroachments into the right-of-way, such as cornices, signs, eaves, sills, awnings, bay windows, balconies, facade treatment, marquees, etc., shall conform to the provisions set forth by Title 12 DMMC, the International Building Code, and the following provisions:

(a) Structural encroachments into the right-of-way shall be capable of being removed without impact upon the structural integrity of the primary building;

(b) Structural encroachments into the right-of-way shall not result in additional building floor area than would otherwise be allowed;

(c) Except for awnings, signs, and marquees, the maximum horizontal encroachment into the right-of-way shall be two feet;

1 (d) The maximum horizontal encroachment in the
2 right-of-way by signs shall be four feet;

3 (e) The maximum horizontal encroachment in the
4 right-of-way by awnings and marquees shall be six feet;

5 (f) The minimum horizontal distance between the
6 structural encroachment and the curbline shall be two feet;

7 (g) Except for awnings over the public sidewalk
8 which may be continuous, the maximum length of each balcony, bay
9 window, or similar feature that encroaches the right-of-way
10 shall be 12 feet;

11 (h) Structural encroachments into the right-of-
12 way shall maintain adequate distance away from utility,
13 transportation, or other facilities as determined by the City
14 Manager or the City Manager's designee in consultation with the
15 Public Works Director;

16 (i) The applicant shall demonstrate proof of
17 public liability insurance and consent to a public place
18 indemnity agreement;

19 (j) Owners of structural encroachments into the
20 right-of-way must clear the public right-of-way when ordered to
21 do so by City authorities for reasons of public health or
22 safety; and

23 (k) In reviewing a proposed structural
24 encroachment into the public right-of-way, the City Manager or
25 the City Manager's designee may include conditions as may be
26 reasonably needed to ensure that the structure is consistent
27 with the purpose of the PR Zone, and to minimize the likelihood
28 of adverse impacts. The City Manager or the City Manager's
29 designee shall deny the request if it is determined that adverse
30 impacts cannot be mitigated satisfactorily.

31
32

Chapter 18.140
Unclassified and Conditional Use Permits

Sections:

- 18.140.010 Title.
- 18.140.020 Application.
- 18.140.030 Purpose.
- 18.140.040 Authority.
- 18.140.050 Uses requiring unclassified use permit.
- 18.140.060 Uses requiring conditional use permit.
- 18.140.070 Yard requirements.
- 18.140.080 Permitted height - Floor area - Area coverage.
- 18.140.090 Off-street parking and loading area requirements.
- 18.140.100 Conditional uses - Criteria.
- 18.140.110 Appeal.

Sec. 301. 18.140.010. Title. This chapter shall be entitled "Unclassified and Conditional Use Permits."

Sec. 302. 18.140.020. Application. Unconditional and conditional use permits may be granted upon the filing of an application therefore by a property owner or a lessee pursuant to chapter 18.20 DMMC and chapter 18.240 DMMC and the provisions of this chapter. The procedure to be followed in considering an application for a conditional use permit shall be those for a Type III land use action as set forth in chapter 18.20 DMMC. The procedure to be followed in considering an application for an unclassified use permit shall be those for a Type IV land use action as set forth in chapter 18.20 DMMC. Conditional use permit applications filed for uses defined as essential public facilities will be processed in accordance with state law.

Sec. 303. 18.140.030. Purpose. All of the following uses described in this chapter, and all matters directly related thereto, are declared to be uses possessing characteristics of such unique and special form as to make impractical their being included automatically in any classes of use as set forth in the various zones defined in this Title, and the authority for the location and operation thereof shall be subject to review and the issuance of a use permit. The purpose of a review shall be to determine that the characteristics of any such use shall not be unreasonably incompatible with the type of uses permitted in surrounding areas and for the further purpose of stipulating

1 such conditions as may reasonably assure that the basic purpose
2 of this Title shall be served. Factors to be considered are as
3 set forth in DMMC 18.05.110.

4
5 **Sec. 304. 18.140.040. Authority.** This chapter is
6 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
7 36.70A RCW and other applicable laws.

8
9 **Sec. 305. 18.140.050. Uses requiring unclassified**
10 **use permit.** The following uses may locate subject to the
11 issuance of an unclassified use permit:

12 (1) Booster stations or conversion plants with the
13 necessary buildings, apparatus, or appurtenances incident
14 thereto of public utilities or utilities operated by mutual
15 agencies, except these uses are specifically excluded from the
16 D-C, RS, SR and S-E Zones. Distribution mains are permitted in
17 any zone without review;

18 (2) Sewage treatment plants, except such use is not
19 permitted in the Downtown Commercial (D-C) Zone;

20 (3) Sanitary fills. Reclamation for public purpose by
21 public agency, including drainage or other facilities for off-
22 site discharge of storm water runoff or other liquids or
23 substances, except such use is not permitted in the Downtown
24 Commercial (D-C) Zone; and provided further, that closed
25 drainage systems or "tight lines" constructed and maintained to
26 sanitary sewer standards (Washington State/APWA) are excluded
27 from this requirement, and drainage systems that are
28 substantially closed are excluded from this requirement, when:

29 (a) There has been a finding by the City's
30 responsible SEPA official that predicted environmental impacts
31 are significantly less than projected in a totally closed system
32 proposal; and

33 (b) The system is approved by the City Council
34 in the form of an interlocal agreement;

35 (4) Towing operations, including storage of impounded
36 vehicles, but no wrecking yards, except that such use is
37 permitted only in the Highway Commercial (H-C) Zone;

1 (5) Horticultural nurseries, including on-premises
2 sales uses, except such use is not permitted in the Downtown
3 Commercial (D-C) Zone;

4 (6) Mixed uses, except as otherwise regulated and
5 permitted in the Downtown Commercial (D-C) and Pacific Ridge
6 (PR) Zones;

7 (7) Group home facilities, in Residential Zones,
8 personal to the applicant and nontransferable without prior
9 consent of the City Council, and subject to the provisions
10 governing home occupations found in DMMC 18.08.020(18), except
11 such use is not permitted in the Downtown Commercial (D-C) Zone;

12 (8) Bed and breakfast facilities, in residential
13 zones, personal to the applicant and nontransferable without
14 prior consent of the City Council, and subject to the provisions
15 governing home occupations found in DMMC 18.08.020(18);

16 (9) Unclassified uses limited to the D-C Zone. The
17 uses listed in this subsection, and uses similar in nature as
18 determined by the Planning, Building and Public Works Director,
19 may be permitted in the D-C Zone, and only in the D-C Zone,
20 subject to issuance of an unclassified use permit as provided in
21 this chapter. Each use is more fully described in the "NAICS
22 Manual." The numbers in parentheses following each of the
23 following listed uses refer to the Standard Industrial
24 Classification (SIC) code numbers:

25 (a) Water transportation of passengers (448);
26 and

27 (b) Communications facilities (48); and

28 (c) Electric (4911), natural gas (4924),
29 domestic water (4941), and sanitary sewerage services (4952);
30 and

31 (d) Colleges, universities, junior colleges,
32 professional schools (822); and

33 (e) Unclassifiable establishments (99) and uses
34 requiring an unclassified use permit as itemized in DMMC
35 18.32.020 and as otherwise provided in this chapter;

1 (10) Unclassified uses limited to the B-P Zone.
2 Permitted uses listed in DMMC 18.25.020 utilizing hazardous
3 materials exceeding the quantities in the International Building
4 and Fire Codes with regard to exempt amounts of hazardous
5 materials presenting a physical hazard - maximum quantities per
6 control area, and exempt amounts of hazardous materials
7 presenting a health hazard - maximum quantities per control
8 area, as presently constituted or subsequently amended, may only
9 be permitted subject to issuance of an unclassified use permit
10 as provided in this chapter;

11 (11) Unclassified uses limited to the PR Zone. The uses
12 listed in this subsection, and uses similar in nature as
13 determined by the Planning, Building, and Public Works Director,
14 may be permitted in the PR zone, and only in the PR zone,
15 subject to issuance of an unclassified use permit as provided in
16 this chapter. Each use is more fully described in the "North
17 American Industry Classification System" (NAICS). The numbers in
18 parentheses following each of the following listed uses refer to
19 NAICS code numbers:

20 (a) Electric power transmission facilities
21 (22112), such as transformer stations; and

22 (b) Commuter rail systems (485112);

23 (12) Unclassified uses limited to the PR-C Zone.

24 (a) The uses listed in this subsection may be
25 permitted in the PR-C Zone, and only in the PR-C Zone, subject
26 to issuance of an unclassified use permit as provided in this
27 chapter;

28 (b) Secure community transition facilities as
29 defined by RCW 71.09.020, as presently constituted or as may be
30 subsequently amended, may be permitted in the PR-C Zone when all
31 of the following conditions are satisfied:

32 (i) All requirements of chapter 71.09
33 RCW as presently constituted or as may be subsequently amended;

34 (ii) The City Council finds that the
35 application conforms to the equitable distribution goals,
36 objectives, and requirements of chapter 71.09 RCW. If the City

1 Council finds that the application raises public safety concerns
2 that outweigh equitable distribution objectives, the City
3 Council may assign greater weight to public safety concerns than
4 to equitable distribution;

5 (iii) All requirements of "Policy
6 Guidelines: The Siting and Operation of Secure Community
7 Transition Facilities" published by the Washington State
8 Department of Social and Health Services as presently
9 constituted or as may be subsequently amended;

10 (iv) All goals, policies, and strategies
11 of the Greater Des Moines Comprehensive Plan;

12 (v) All requirements of the Des Moines
13 Municipal Code;

14 (vi) All requirements of the contract and
15 mitigation agreements authorized by chapter 71.09 RCW between
16 the City and the Washington State Department of Social and
17 Health Services;

18 (vii) All conditions of approval deemed
19 necessary by the City Council and allowed by law to mitigate
20 potential adverse impacts and to preserve public health, safety
21 and welfare. If the City Council finds that potential adverse
22 impacts cannot be mitigated, the City Council may deny the
23 permit;

24 (13) Unless authorized by other provisions of this
25 Title, essential public facilities as defined dby RCW
26 36.70A.200, as presently constituted or as may subsequently be
27 amended, except such uses are not permitted in the Downtown
28 Commercial (D-C) Zone.

29 **Sec. 306. 18.140.060. Uses requiring conditional**
30 **use permit.** The following uses may locate subject to the
31 issuance of a conditional use permit processed as provided in
32 the Hearing Examiner code:

33 (1) Cemeteries; except such use is not permitted in
34 the Downtown Commercial (D-C) Zone; and further provided:

1 (a) No building shall be located closer than
2 100 feet from a boundary line;

3 (b) A protective fence and a landscaped strip
4 of evergreen trees and shrubs at least 10 feet in width shall be
5 installed on all common boundary lines with residential zoned
6 property;

7 (2) Columbariums, crematories, and mausoleums;
8 provided, these uses are specifically excluded from the D-C and
9 all residential zones unless inside a cemetery;

10 (3) Commercial establishments or enterprises involving
11 large assemblages of people or automobiles as follows; provided,
12 these uses are specifically excluded from the D-C and all
13 residential zones:

14 (a) Amusement parks;

15 (b) Boxing and wrestling arenas;

16 (c) Ballparks;

17 (d) Fairgrounds and rodeos;

18 (e) Golf driving ranges;

19 (f) Labor camps (transient);

20 (g) Open-air theaters;

21 (h) Race tracks, drag strips, motorcycle hills,
22 and Go-Kart tracks;

23 (i) Stadiums;

24 (4) Fire stations and public works maintenance and
25 storage facility buildings when located in any residential zone;
26 provided, the following conditions shall be conformed to:

27 (a) All buildings and structures shall maintain
28 a distance of not less than 20 feet from any property line that
29 is a common property line with residential zoned property; and

1 (b) A building from which fire-fighting
2 equipment emerges onto a street shall maintain a distance of 35
3 feet from such street.

4 (5) Hospitals, mental and alcoholic; provided, they
5 are specifically excluded from all single-family residential,
6 RA, RM-2,400 and RM-1,800 and D-C Zones;

7 (6) Institutions for training of religious orders
8 except such use is not permitted in the Downtown Commercial (D-
9 C) Zone;

10 (7) Antenna systems which:

11 (a) Are not within the limitation of DMMC
12 18.52.010(A); or

13 (b) Consist of parabolic antennas such as
14 microwave dishes; or

15 (c) Consist of broadcasting or communication
16 stations which transmit electromagnetic radiation;

17 (8) Recreational areas, commercial, including yacht
18 clubs, beach clubs, tennis clubs, parks, marinas, and similar
19 activities;

20 (9) Fraternal societies when located in Single-Family
21 Residential Zone;

22 (10) Day care centers, but excluding family day care
23 providers subject to the following minimum conditions:

24 (a) A play yard or equipment yard shall not be
25 located in any required side or front yard;

26 (b) All buildings and structures on the lot
27 shall maintain a distance of not less than 20 feet from any
28 property line that is common property line with single-family
29 residential property. If a greater setback is specified in a
30 particular zone then the setback requirements of the particular
31 zone shall prevail over the minimum setback set forth in this
32 subsection;

1 (c) No day care center shall be located within
2 150 feet of a highway commercial zone;

3 (d) State licensing standards for such
4 facilities, chapter 388-73 WAC, shall be met;

5 (e) Such uses shall comply with the parking
6 code requirements of chapter 18.210 DMMC.

7 (11) Telecommunication facilities as described in the
8 provisions of Title 20 DMMC.

9 (12) Wholesale trade and distribution of groceries (SIC
10 5141), grocery and related products not elsewhere classified
11 (SIC 5149), fish and seafoods (SIC 5146), meats and meat
12 products (SIC 5147), manufacturing and processing of sausages
13 and other prepared meat products (SIC 2013), and servicing
14 machines, coin-operated (SIC 3589); provided, the following
15 conditions shall be conformed to:

16 (a) Uses shall be limited only to property
17 zoned C-C, community commercial; and

18 (b) Required perimeter landscape and screening
19 requirements adjacent to residentially zoned properties shall be
20 increased as follows:

21 (i) Minimum width of required landscape
22 planters shall be 15 feet; and

23 (ii) Planting beds shall contain
24 appropriately amended soils and be bermed to a height of three
25 feet; and

26 (iii) Type I landscape plant material
27 requirements shall include the use of eight-foot-tall specimen
28 trees throughout; and

29 (iv) A solid wall six feet in height
30 shall be constructed adjacent to the property line; and

31 (c) Submittal of a traffic report and a binding
32 truck routing plan prepared by a licensed engineer demonstrating
33 that impacts to local streets will not be significantly adverse

1 and that the existing street system has both the capacity and
2 physical improvements necessary to accommodate the type of
3 vehicles serving the uses proposed.

4 **Sec. 307. 18.140.070. Yard requirements.** The
5 requirements for front and side yards and open spaces applicable
6 to the particular zone in which any such use is proposed to be
7 located shall prevail, unless in the findings and conditions
8 recited in the action dealing with each such matter, specific
9 additions are made with respect thereto.

10 **Sec. 308. 18.140.080. Permitted height - Floor area**
11 **- Area coverage.** The provisions applying to height, floor area,
12 and lot area coverage applicable to the particular zone in which
13 any such use is proposed to be located shall prevail, unless in
14 the findings and conditions recited in the action dealing with
15 each such matter, specific additional limitations are made with
16 respect thereto.

17 **Sec. 309. 18.140.090. Off-street parking and**
18 **loading area requirements.** The requirements for provision of
19 off-street parking and loading areas applicable to the
20 particular use shall prevail, unless in the findings and
21 conditions recited in the action dealing with each such matter,
22 specific additional requirements are made with respect thereto.

23 **Sec. 310. 18.140.100. Conditional uses - Criteria.**
24 The Hearing Examiner may grant an unconditional or conditional
25 use permit after a hearing if, but only if, sufficient evidence
26 is presented that the characteristics of any such proposed use
27 shall not be unreasonably incompatible with the type of uses
28 permitted in surrounding areas, or, that the proposed use shall
29 not be unreasonably incompatible with the type of uses permitted
30 in surrounding areas if certain conditions are attached to the
31 proposed use. Furthermore, the Hearing Examiner shall give due
32 regard for the nature and condition of all adjacent uses and
33 structures and any testimony presented with reference to such
34 adjacent uses and structures, and, in authorizing a conditional
35 use, may impose such requirements and conditions with respect to
36 location, landscaping, traffic control, dedication, maintenance,
37 and operation in addition to those expressly set forth in this
38 chapter and other ordinances as may be deemed necessary for the
39 protection of adjacent properties and the public interest.

Sec. 311. 18.140.110. Appeal. Appeal of an unconditional or conditional use permit may be appealed pursuant to chapter 18.20 DMMC.

SUPPLEMENTAL CONDITIONS FOR SPECIFIC USE

Chapter 18.150 Keeping of Animals in Residential Zones

Sections:

18.150.010	Title.
18.150.020	Application.
18.150.030	Purpose.
18.150.040	Authority.
18.150.050	Types of animals regulated.
18.150.060	Minimum requirements - Additional controls authorized when.
18.150.070	Household pet requirements.
18.150.080	Small domestic animal requirements.
18.150.090	Large domestic animal requirements.
18.150.100	Bee requirements.
18.150.110	Notification to nearby property owners required when.
18.150.120	Modification of regulations - City Manager authority.

Sec. 312. 18.150.010. Title. This section shall be entitled "Supplemental Conditions for Specific Uses." This chapter shall be entitled "Keeping of Animals in Residential Zones."

Sec. 313. 18.150.020. Application. This chapter applies to the keeping of animals in any zone where a dwelling unit is permitted; provided, that with respect to suburban estate zones found in chapter 18.85 DMMC this chapter is intended to supplement the provisions contained therein, and any conflict between this chapter and chapter 18.85 DMMC shall be resolved in favor of chapter 18.85 DMMC; and provided further, that this chapter is intended to supplement the provisions of chapter 18.55 DMMC (related to the keeping of horses or cattle) and any conflict between this chapter and chapter 18.55 DMMC shall be resolved in favor of this chapter; and provided

1 further, that the keeping of animals is forbidden in commercial
2 zones except as otherwise specifically permitted.

3
4 **Sec. 314. 18.150.030. Purpose.** The limitations on
5 keeping of animals in residential zones contained in this
6 chapter have the following purposes:

7
8 (1) To maintain the general health and sanitation of
9 the City;

10
11 (2) To maintain the character of residential
12 neighborhoods within the City; and

13
14 (3) To minimize any nuisances which may result from the
15 keeping of animals.

16
17 **Sec. 315. 18.150.040. Authority.** This chapter is
18 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
19 36.70A RCW and other applicable laws.

20
21 **Sec. 316. 18.150.050. Types of animals regulated.**
22 Animals are regulated according to the following categories. The
23 expression "adult animal" refers to any animal that has attained
24 the age of 90 days.

25
26 (1) Household pets. The following adult animals are
27 regulated as household pets:

28
29 (a) Three dogs or fewer per dwelling unit;

30
31 (b) Three cats or fewer per dwelling unit;

32
33 (c) Three rabbits or fewer per dwelling unit;

34
35 (d) Two miniature potbellied pigs per dwelling
36 unit;

37
38 (e) In combination, no more than three of the
39 following animals: dogs, cats, miniature potbellied pigs, or
40 rabbits per dwelling unit;

41
42 (f) Gerbils;

43

- (g) Guinea pigs;
- (h) Hamsters;
- (i) Mice;
- (j) Cage birds;
- (k) Tank fish;
- (l) Nonvenomous reptiles and amphibians; and
- (m) Other animals normally associated with a dwelling unit, and that are generally housed within the dwelling unit.

(2) Small domestic animals. The following adult animals are regulated as small domestic animals:

- (a) More than three dogs per dwelling unit;
- (b) More than three cats per dwelling unit;
- (c) More than three rabbits per dwelling unit;
- (d) More than two miniature potbellied pigs per dwelling unit;
- (e) In combination, more than three of the following animals: dogs, cats, miniature potbellied pigs, or rabbits per dwelling unit; and
- (f) Fowl.

(3) Large Domestic Animals. The following adult animals are regulated as large domestic animals:

- (a) Horses;
- (b) Cattle;
- (c) Sheep;

- (d) Pigs;
 - (e) Goats; and
 - (f) Other grazing or foraging animals.
- (4) Bees.

Sec. 317. 18.150.060. Minimum requirements - Additional controls authorized when. DMMC 18.150.070 through 18.150.100 constitute the minimum requirements for the keeping of animals in the City. Nothing contained in DMMC 18.150.070 through 18.15.100 shall limit the authority of the City Manager or the City Manager's designee to require additional controls if, in his judgment, additional controls are needed to effect the purposes of this chapter. Further, nothing contained in DMMC 18.150.070 through 18.150.100 shall relieve a keeper of animals from compliance with any other City, county, or state law regulating the keeping of animals. The City Manager or the City Manager's designee is authorized to delegate his review authority.

Sec. 318. 18.150.070. Household pet requirements. Minimum requirements for the keeping of household pets are as follows:

- (1) Required procedure: none;
- (2) Application information: none;
- (3) Maximum number of adult animals per one dwelling unit:
 - (a) Dogs: three;
 - (b) Cats: three;
 - (c) Rabbits: three;
 - (d) Miniature potbellied pigs: two;
 - (e) In combination, a total number of dogs, cats, miniature potbellied pigs, or rabbits: three;

(f) Other: no maximum;

(4) Minimum lot size: As required by general zoning regulations;

(5) Minimum setback: None;

(6) Special regulations and requirements: Household pets, excluding dogs, cats, rabbits, and miniature potbellied pigs shall be housed within the dwelling unit. If housed outside of the dwelling units, household pets excluding dogs, cats, rabbits, and miniature potbellied pigs are regulated as small domestic animals.

Sec. 319. 18.150.080. Small domestic animal requirements. Minimum requirements for the keeping of small domestic animals are as follows:

(1) Required procedure: City Manager or the City Manager's designee review;

(2) Application information:

(a) A site plan indicating the location of the dwelling units, and structure used to house the animals, and any roaming or grazing area;

(b) A vicinity map indicating the type of use on property abutting the subject property and the location of any structures on abutting property;

(c) The type and number of animals to be kept by the applicant;

(3) Maximum number of adult animals per one dwelling unit: 10 per 22,000 square feet, plus an additional five adult animals for each 11,000 square feet of lot size;

(4) Minimum lot size: 22,000 square feet per dwelling unit;

1 (5) Minimum setback: Any structure or enclosure used to
2 house animals must be at least 35 feet from a property line and
3 at least 45 feet from any dwelling unit located on an adjacent
4 lot. Any "run" or animal exercise area must be at least 20 feet
5 from any property line, and at least 30 feet from any dwelling
6 unit located on an adjacent lot, and shall be constructed to
7 effect these setbacks;

8
9 (6) Special regulations and requirements:

10
11 (a) The City may limit the number of animals
12 allowed to less than the maximum considering:

13
14 (i) Proximity to dwelling units both on and
15 off the subject property;

16
17 (ii) Lot size and isolation;

18
19 (iii) Compatibility with surrounding uses;

20
21 (iv) Potential noise impacts;

22
23 (b) The applicant must provide a suitable
24 structure to house the animals, and must maintain that structure
25 in a clean condition;

26
27 (c) If an abutting property owner files a signed
28 and notarized statement in support of the request, the City may
29 permit a "run" or exercise area to extend to the property line
30 in common with the abutting property. Such release shall be
31 effective until revoked in writing by the abutting property
32 owner and the City;

33
34 (7) Screening: The City may require screening to
35 mitigate financial, health, and aesthetic impacts on adjacent
36 residential property when such residential property is used for
37 residential purposes. The screening shall consist of a solid
38 wall, a view-obscuring fence or hedge not less than five feet
39 nor more than six feet in height, which will be erected and
40 maintained on any exterior boundary that is common with property
41 used for residential purposes, or shall consist of predominantly
42 view-obscuring evergreen shrubs and trees of a type, number,
43 location, height, and size approved by the City.

1
2 **Sec. 320. 18.150.090. Large domestic animal**
3 **requirements.** Minimum requirements for the keeping of large
4 domestic animals are as follows:

5
6 (1) Required procedure: City Manager or the City
7 Manager's designee review;

8
9 (2) Application information:

10
11 (a) A site plan indicating the location of the
12 dwelling units, and structure used to house the animals, and any
13 roaming or grazing area;

14
15 (b) A vicinity map indicating the type of use on
16 property abutting the subject property and the location of any
17 structures on abutting property;

18
19 (c) The type and number of animals to be kept by
20 the applicant;

21
22 (3) Maximum number of adult animals per one dwelling
23 unit: One per 35,000 square feet and one per each additional
24 17,500 square feet;

25
26 (4) Minimum lot size: 35,000 square feet per dwelling
27 unit;

28
29 (5) Minimum setback: Any structure or enclosure used to
30 house animals must be at least 35 feet from a property line and
31 at least 45 feet from any dwelling unit located on an adjacent
32 lot. Roaming or grazing areas must be at least 20 feet from any
33 property line, and at least 30 feet from any dwelling unit
34 located on an adjacent lot, and shall be constructed to effect
35 these setbacks;

36
37 (6) Special regulations and requirements:

38
39 (a) If an abutting property owner files a signed
40 and notarized statement in support of the request, the City may
41 permit roaming or grazing areas to extend to the property line
42 in common with the abutting property. Such release shall be

1 effective until revoked in writing by the abutting property
2 owner and the City;

3
4 (b) The City may limit the number of animals
5 allowed to less than the maximum considering:

6
7 (i) Proximity to dwelling units both on and
8 off the subject property;

9
10 (ii) Lot size and isolation;

11
12 (iii) Compatibility with surrounding uses;

13
14 (iv) Potential noise impacts;

15
16 (c) The applicant must provide a suitable
17 structure to house the animals, and must maintain that structure
18 in a clean condition;

19
20 (7) Screening: The City may require screening to
21 mitigate financial, health, and aesthetic impacts on adjacent
22 residential property when such residential property is used for
23 residential purposes. The screening shall consist of a solid
24 wall, a view-obscuring fence or hedge not less than five feet
25 nor more than six feet in height, which will be erected and
26 maintained on any exterior boundary that is common with property
27 used for residential purposes, or shall consist of predominantly
28 view-obscuring evergreen shrubs and trees of a type, number,
29 location, height, and size approved by the City.

30
31 **Sec. 321. 18.150.100. Bee requirements.** Minimum
32 requirements for the keeping of bees are as follows:

33
34 (1) Required procedure: City Manager or the City
35 Manager's designee review;

36
37 (2) Application information: Show compliance with
38 subsections (4), (5) and (6) of this section;

39
40 (3) Maximum number of adult animals per one dwelling
41 unit: No maximum;

42

1 (4) Minimum lot size: 12,500 square feet per dwelling
2 unit;

3
4 (5) Minimum setback: Hive must be at least 20 feet from
5 a property line;

6
7 (6) Special regulations and requirements:
8 (a) A hive must be enclosed by a fence, at least
9 four feet high;

10
11 (b) The applicant must install at least two
12 signs, measuring two square feet each, which provide notice and
13 warning of the hive;

14
15 (7) Screening: The City may require screening to
16 mitigate financial, health, and aesthetic impacts on adjacent
17 residential property when such residential property is used for
18 residential purposes. The screening shall consist of a solid
19 wall, a view-obscuring fence or hedge not less than five feet
20 nor more than six feet in height, which will be erected and
21 maintained on any exterior boundary that is common with property
22 used for residential purposes, or shall consist of predominantly
23 view-obscuring evergreen shrubs and trees of a type, number,
24 location, height, and size approved by the City.

25
26 **Sec. 322. 18.150.110. Notification to nearby property**
27 **owners required when.** In order to give all interested parties
28 an opportunity to avail themselves of the appellate procedure
29 contained in DMMC 18.20.170, the following procedure shall be
30 followed in applications for small domestic animals, large
31 domestic animals, and bee review. The applicant shall give
32 notice of the pending application to all property owners within
33 300 feet of the applicant's property in the same manner as that
34 required for a zoning amendment. Thereafter, the City Manager or
35 the City Manager's designee shall give notice of his decision to
36 any such property owner who has previously requested such
37 notification in writing.
38

1 **Sec. 323. 18.150.120. Modification of regulations -**
2 **City Manager or the City Manager's designee authority.** The City
3 Manager or the City Manager's designee shall have authority,
4 either at the request of a property owner or on his own
5 initiative, to modify any approval granted pursuant to this
6 chapter if conditions on adjacent lots have substantially
7 changed and the City Manager or the City Manager's designee
8 concludes such modifications are necessary to effect the
9 purposes of this chapter.

10
11
12 **Chapter 18.155**
13 **Multifamily Recreation Areas**
14

15 **Sections:**

16 18.155.010 Title.
17 18.155.020 Application.
18 18.155.030 Purpose.
19 18.155.040 Authority.
20 18.155.050 Minimum area required.
21 18.155.060 Play space for preadolescent children.
22 18.155.070 General provisions.
23 18.155.080 In-lieu cash contribution.
24 18.155.090 King County Division of Parks and Recreation Play
25 Area Design and Inspection Handbook.
26

27 **Sec. 324. 18.155.010. Title.** This chapter shall be
28 entitled "Multifamily Recreation Areas."
29

30 **Sec. 325. 18.155.020. Application.** This chapter shall
31 apply to all multi-family residential developments within the
32 jurisdiction of the City of Des Moines.
33

34 **Sec. 326. 18.155.030. Purpose.** This chapter is
35 intended to provide recreation areas for residents of
36 multifamily developments, to separate such areas from
37 automobile-oriented areas, and to enhance the quality of
38 multifamily residential developments, thus promoting the public
39 health, safety, and welfare of the community of Des Moines.
40

41 **Sec. 327. 18.155.040. Authority.** This chapter is
42 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
43 36.70A RCW and other applicable laws.

Sec. 328. 18.155.050. Minimum area required.

(1) Common Recreation Areas. Each multifamily building or complex of four or more units shall provide a minimum area of 200 square feet of common recreation space per dwelling unit, including those used by the owner or building management personnel. The common recreation area(s) shall be available to all residents of the building/complex. Not more than 50 percent of the required recreation area shall be indoors. Common recreation areas shall include fixtures and facilities, as approved by the Planning, Building and Public Works Director, that promote passive and/or active recreational activities.

(2) Private Recreation Areas. A minimum of 60 square feet of private outdoor recreation area shall be provided for each dwelling unit. The minimum dimension of any private recreation area shall be six feet. Required private recreation areas shall be adjacent to, and directly accessible from, the corresponding dwelling unit.

Sec. 329. 18.155.060. Play space for preadolescent children. At least 50 percent of the required common recreation area shall be designed and improved as play space for preadolescent children. For the purposes of this chapter, play spaces for preadolescent children mean environments designed to support and suggest activities that are an essential part of a child's learning and development (social, emotional, cognitive, and physical). Each play space shall include at least two play equipment fixtures, and at least one adult seating area as approved by the Planning, Building and Public Works Director. Play equipment fixtures include, but are not limited to, sand boxes, slides, swing sets, cargo net play equipment, horizontal overhead ladders, and similar features. All play areas and equipment shall conform to the design, installation, and maintenance guidelines described in the King County Division of Parks and Recreation "Play Area Design and Inspection Handbook." Planning, Building and Public Works Director may approve a reduction in the percentage of common recreation area that must be designed and improved as play space for children where the applicant can demonstrate to the Director's satisfaction that few or no children will reside in the development. In

1 considering approval of such reduction, the Director may
2 consider items such as:

3
4 (1) Number of bedrooms per dwelling unit, and the total
5 number of bedrooms proposed;

6
7 (2) Location of the development site; and

8
9 (3) Availability of nearby public play space for
10 children.

11
12 **Sec. 330. 18.155.070. General provisions.**

13
14 (1) Where the required common area is less than 3,000
15 square feet, the common outdoor space shall be concentrated in
16 one area. The common recreation area shall be at least 25 feet
17 in width. Where the required common area is 3,000 square feet or
18 more, the space may be divided among multiple areas; provided,
19 that at least one recreation area is a minimum of 2,000 square
20 feet in area with a minimum width of 25 feet. All other areas
21 shall be at least 1,000 square feet in area with a minimum width
22 of 10 feet.

23
24 (2) No part of a required recreation area may be used
25 for driveways, parking, or other vehicular use. Adequate fence
26 and plant screening, as approved by the Planning, Building and
27 Public Works Director, shall separate outdoor recreation areas
28 from vehicular areas.

29
30 (3) Required recreation areas may not be located in
31 undevelopable buffer areas required in chapter 16.10 DMMC.

32
33 (4) The required front yard area shall not be counted
34 toward satisfying the common recreation area requirement. The
35 side and rear yard areas may be counted toward recreation area
36 requirements if the design satisfies the purpose and intent of
37 this chapter, without resulting in adverse impacts upon nearby
38 properties. Active recreation areas are not permitted where the
39 activity would adversely impact required on-site landscaping.

40
41 (5) Unless otherwise approved by the Planning, Building
42 and Public Works Director, required play spaces for children

1 shall be accessible from all on-site dwellings by pedestrian
2 paths separate from vehicular areas.

3
4 (6) The provisions of DMMC 18.155.060 shall not apply
5 to senior citizen housing developments, such as continuing care
6 retirement communities, nursing homes, respite care facilities,
7 and retirement housing developments, and other developments not
8 required by law to accept children as residents.

9
10 (7) The required private and common recreation areas
11 shall be designated on development plans reviewed by the
12 Planning, Building and Public Works Department. The property
13 owners and/or responsible parties shall maintain the required
14 recreation areas for the life of the project.

15
16 (8) A subdivision or planned unit development
17 containing several multifamily residential lots, and multifamily
18 developments which are built in phases, shall provide on-site
19 recreation facilities for each phase or shall provide the total
20 amount of required recreation area in the first phase of
21 construction.

22
23 **Sec. 331. 18.155.080. In-lieu cash contribution.** Where
24 the size of the development site is insufficient to provide a
25 quality common recreation area, or the improvement of City park
26 facilities in the vicinity will be of greater benefit to the
27 residents of the proposed dwellings, the Planning, Building and
28 Public Works Director may allow the applicant to make a
29 voluntary payment to the City in lieu of providing the required
30 on-site common recreation facilities. Acceptance of such a
31 voluntary contribution is discretionary on the part of the City.
32 Such payments shall be placed in a neighborhood park fund to be
33 used for capital improvements in existing parks, or for the
34 development of new parks in the vicinity of the development
35 site. The administration of in-lieu contributions, including any
36 refund of the contribution, shall comply with the provisions of
37 chapter 82.02 RCW as hereafter amended. The amount of payment
38 shall be based upon the current assessed value (as determined by
39 the county assessor) of the entire development site. The amount
40 of in-lieu contribution shall be as follows:

41

Required common recreation area minus (-)
provided common recreation area equals (=) X

X/site area = Y
Assessed value multiplied by Y = In-lieu contribution

Sec. 332. 18.155.090. King County Division of Parks and Recreation Play Area Design and Inspection Handbook. Pursuant to RCW 35.21.180 the King County Division of Parks and Recreation "Play Area Design and Inspection Handbook," including all subsequent revisions, is adopted by reference. A current copy of the King County Division of Parks and Recreation "Play Area Design and Inspection Handbook" adopted by reference in this section shall be maintained on file in the office of the Planning, Building and Public Works Director and shall be available for public inspection.

Chapter 18.160

Adult Entertainment Facility Zoning

Sections:

18.160.010 Title.
18.160.020 Findings of fact.
18.160.030 Adult entertainment facilities prohibited in certain areas.
18.160.040 Amortization of any nonconforming use.
18.160.050 Conflicts.

Sec. 333. 18.160.010. Title. This chapter shall be entitled "Adult Entertainment Facility Zoning."

Sec. 334. 18.160.020. Findings of fact.

(1) The City Council is committed to protecting the general welfare of the City through the enforcement of laws prohibiting obscenity, indecency, and sexual offenses while preserving constitutionally protected forms of expression.

(2) The City has made a detailed review of the national record, including studies from the cities of New York, Indianapolis, and Los Angeles, the police records of various cities, and court decisions regarding adult entertainment uses,

1 including adult retail establishments. The City Council finds
2 that adult entertainment uses, including adult retail
3 establishments, require special supervision from public safety
4 agencies in order to protect and preserve the health, safety,
5 and welfare of the patrons and employees of said business as
6 well as the citizens of the City.
7

8 (3) The City Council finds that concerns about crime
9 and public sexual activity generated and/or occurring within or
10 near adult entertainment and adult retail establishments are
11 legitimate, substantial and compelling concerns of the City
12 which demand reasonable regulation.
13

14 (4) The City Council finds that adult entertainment and
15 adult retail establishments, due to their nature, have secondary
16 adverse impacts upon the health, safety, and welfare of the
17 citizenry through increases in crime and opportunity for spread
18 of sexually transmitted diseases.
19

20 (5) There is convincing documented evidence that adult
21 entertainment and adult retail establishments have a detrimental
22 effect on both the existing businesses around them and the
23 surrounding residential areas adjacent to them, causing
24 increased crime, the downgrading of quality of life and property
25 values and the spread of urban blight. Reasonable regulation of
26 the location of these facilities will provide for the protection
27 of the community, protect residents, patrons, and employees from
28 the adverse secondary effects of such facilities.
29

30 (6) The City recognizes that adult entertainment and
31 adult retail establishments, due to their very nature, have
32 serious objectionable operational characteristics, particularly
33 when located in close proximity to residential neighborhoods,
34 day care centers, religious facilities, public parks, schools,
35 and public facilities open to families, such as post offices and
36 medical clinics, and thereby having a deleterious impact upon
37 the quality of life in the surrounding areas. It has been
38 acknowledged by courts and communities across the nation that
39 state and local governmental entities have a special concern in
40 regulating the operation of such businesses under their
41 jurisdiction to ensure the adverse secondary effects of the
42 establishments are minimized.
43

1 (7) This chapter is intended to protect the general
2 public health, safety, and welfare of the citizenry of the City
3 through the regulation of the location of adult entertainment
4 and adult retail establishments. The regulations set forth
5 herein are intended to control health, safety, and welfare
6 issues, the decline in neighborhood conditions in and around
7 adult entertainment and adult retail establishments, and to
8 isolate dangerous and unlawful conduct associated with these
9 facilities.

10
11 (8) It is not the intent of this chapter to suppress
12 any speech activities protected by the First Amendment to the
13 United States Constitution, or Article 1, Section 5 of the
14 Washington State Constitution, but to enact content-neutral
15 legislation which addresses the negative secondary impacts of
16 adult entertainment and adult retail establishments.

17
18 (9) It is not the intent of the City Council to condone
19 or legitimize the distribution of obscene material, and the City
20 Council recognizes that state and federal law prohibits the
21 distribution of obscene materials.

22
23 (10) The City Council, at its duly advertised public
24 hearing on September 13, 2001, considered the subject matter of
25 adult entertainment and adult retail establishments, at which
26 public hearing the City Council received comments from the
27 public on that subject matter, which the City Council believes
28 to be true, and which, together with the findings heretofore set
29 forth, form the basis for the adoption of the ordinance codified
30 in this chapter.

31
32 **Sec. 335. 18.160.030. Adult entertainment facilities**
33 **prohibited in certain areas.**

34
35 (1) Adult entertainment facilities as defined in this
36 Title are prohibited:

37
38 (a) Within 1,000 feet of any residential zone or
39 any single-family or multiple-family residential use;

40
41 (b) Within 1,000 feet of any public or private
42 elementary or secondary school;

43

1 (c) Within 1,000 feet of any day care center for
2 children, nursery, or preschool;

3
4 (d) Within 1,000 feet of any church or other
5 facility or institution used primarily for religious purposes;

6
7 (e) Within 1,000 feet of any public park or
8 public facility open to families, including post offices, City
9 Hall, and medical clinics; and

10
11 (f) Within 1,000 feet of any other adult retail
12 use.

13
14 As used herein, the distances shall mean the straight-line
15 distance between the edge or corner of the property on which the
16 adult retail use is located to the nearest edge or corner of the
17 property of another adult retail use or any of the sensitive
18 uses set forth above.

19
20 (2) Exception. Adult entertainment facilities, as
21 defined in this Title, shall be permitted within the PR-C Zone:

22
23 (a) So long as such uses are located within a
24 building that fronts Pacific Highway South and obtains its
25 access exclusively from such highway; and

26
27 (b) So long as such uses are located no less than
28 500 feet from any other adult entertainment or adult retail use.

29
30 **Sec. 336. 18.160.040 Amortization of any nonconforming**
31 **use.** Any adult entertainment, activity, use, or retail use
32 located within the City limits on the effective date of the
33 ordinance codified in this section that is made nonconforming by
34 this chapter shall be terminated within one year; provided,
35 however, that such termination date may be extended upon the
36 approval of an application filed with the City within 120 days
37 of the effective date of the ordinance codified in this section
38 requesting an extension of such one-year amortization period.
39 The decision on whether or not to approve any extension period
40 and the length of such period shall be based upon the applicant
41 clearly demonstrating extreme economic hardship based upon an
42 irreversible financial investment or commitment made prior to
43 the effective date of the ordinance codified in this section,

1 which precludes reasonable alternative uses of the subject
2 property.

3
4 **Sec. 337. 18.160.050. Conflicts.** In the event of a
5 conflict between this chapter and any other provision of this
6 Code, this chapter applies and supersedes.

7
8
9 **Chapter 18.165**
10 **Hazardous Substances**

11
12 **Sections:**

13 18.165.010 Title.
14 18.165.020 Application.
15 18.165.030 Purpose.
16 18.165.040 Authority.
17 18.165.050 Hazardous Substances in Residential Zones.
18 18.165.060 Hazardous Waste & Hazardous Substances in
19 Commercial Zones.
20 18.165.070 Hazardous Waste and Hazardous Substances in B-P and
21 I-C Zones.

22
23 **Sec. 338. 18.165.010. Title.** This chapter shall be
24 entitled "Hazardous Substances."

25
26 **Sec. 339. 18.165.020. Application.** This chapter shall
27 apply to the use and storage of all hazardous waste and
28 substances in all zones of the City of Des Moines.

29
30 **Sec. 340. 18.165.030. Purpose.** This chapter is
31 intended to regulate the use hazardous substances.

32
33 **Sec. 341. 18.165.040. Authority.** This chapter is
34 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
35 36.70A RCW and other applicable laws.

36
37 **Sec. 342. 18.165.050. Hazardous Substances in**
38 **Residential Zones.**

39
40 (1) This section is applicable to chapters 18.55,
41 18.160, 18.65, 18.70, 18.75, 18.80, 18.55, 18.130 and 18.135
42 (Pacific Ridge Zone) DMMC.
43

1 (2) No use permitted in this chapter, with the
2 exception of public utility and service facilities, shall store
3 any hazardous substance, except that for the purposes of this
4 chapter the following substances shall be exempt:

5
6 (a) Heating oil stored in an underground tank
7 sufficiently contained so as to preclude soil and ground water
8 contamination;

9
10 (b) Gasoline stored in an approved Underwriters
11 Laboratory container;

12
13 (c) Prepackaged retail quantities of fertilizers,
14 pesticides, and auto and home care products only for home and
15 personal use.

16
17 (3) Failure to comply with any of the requirements of
18 this section shall be deemed a violation and shall result in
19 enforcement by civil penalty as set forth in DMMC 18.01.080 and
20 18.01.110. Any person or business who fails to comply with the
21 provisions of this chapter, or permits a violation to continue
22 after receiving written notice of violation from the Planning,
23 Building and Public Works Director, shall be deemed to be
24 causing or permitting a public nuisance and shall be liable in
25 an action for abatement filed by the City in superior court.

26
27 **Sec. 343. 18.165.060. Hazardous Waste & Hazardous**
28 **Substances in Commercial Zones.**

29
30 (1) This section is applicable to chapters 18.90,
31 18.95, 18.100, 18.105, 18.110, 18.115, 18.120, 18.125 and 18.135
32 (Pacific Ridge Zone) DMMC.

33
34 (2) Any use permitted by this section which involves
35 the treatment or storage of hazardous waste or the use or
36 handling of hazardous substances shall conform to the
37 regulations contained in this section. In the event there is a
38 conflict between the provisions of this section and any other
39 provision of this chapter, the provisions of this section shall
40 prevail.

41
42 (a) Off-site hazardous waste facilities are
43 prohibited.

1
2 (b) On-site hazardous waste facilities are
3 permitted as an accessory use only; provided, that the location
4 of such facilities shall be consistent with siting criteria
5 adopted or hereafter amended by the Department of Ecology under
6 RCW 70.105.210 incorporated in this section by reference and
7 that the transport, storage, containment, treatment, or disposal
8 of such hazardous wastes shall be performed so as not to
9 jeopardize the health and safety of any individual or harm the
10 environment.

11
12 (c) The use or handling of hazardous substances
13 are permitted as an accessory use only; provided, that the
14 transport, storage, containment, application and disposal of
15 such hazardous substances shall be performed so as not to
16 jeopardize the health and safety of any individual or harm the
17 environment.

18
19 (d) Violation - Civil Penalty, Revocation of
20 Business License. Failure to comply with any of the requirements
21 of this section shall result in enforcement by civil penalty as
22 set forth in DMMC 18.01.080 through 18.01.100 and revocation of
23 business license as set forth in DMMC 5.04.060.

24
25 (e) Violation - Abatement Authorized. Any person
26 or business who fails to comply with the provisions of this
27 chapter, or permits a violation to continue after receiving
28 written notice of violation from the Planning, Building and
29 Public Works Director, shall be deemed to be causing or
30 permitting a public nuisance and shall be liable in an action
31 for abatement filed by the City in superior court.
32
33

Sec. 344. 18.165.070 Hazardous Waste and Hazardous Substances in B-P and I-C Zones.

(1) Prohibited uses, activities and equipment. No use, activity, or equipment shall be permitted which creates a nuisance or is offensive, objectionable, or hazardous by reason of creation of odors, noise, sound, vibrations, dust, dirt, smoke, or other pollutants, noxious, toxic, or corrosive fumes or gases, radiation, explosion or fire hazard, or by reason of the generation, disposal, or storage of hazardous or dangerous wastes or materials.

(2) Hazardous waste and hazardous substances.

(a) A use permitted by this chapter that involves hazardous waste storage or the use or handling of hazardous substances shall comply with all applicable regulations to include chapter 70.105 RCW (Hazardous Waste Management) and chapter 70.109D RCW (Hazardous Waste Cleanup - Model Toxics Control Act).

(b) On-site hazardous waste disposal facilities shall be prohibited.

(c) The use or handling of hazardous substances is permitted as an accessory use only; provided, that the transport, storage, containment, application, and disposal of such hazardous substances shall be performed so as not to jeopardize the health and safety of an individual or harm the environment.

**Chapter 18.170
Temporary Uses**

Sections:

18.170.010 Title.
18.170.020 Application.
18.170.030 Purpose.
18.170.040 Authority.
18.170.050 Temporary construction buildings.
18.170.060 Temporary real estate office.
18.170.070 Temporary use of trailer as residence.

1
2 **Sec. 345. 18.170.010. Title.** This chapter
3 shall be entitled "Temporary Uses."

4
5 **Sec. 346. 18.170.020. Application.** This chapter
6 shall apply to the temporary structures specifically described
7 in this chapter.

8
9 **Sec. 347. 18.170.030. Purpose.** The purpose of this
10 chapter is to allow certain temporary structures to accommodate
11 storage, construction and residential requirements.

12
13 **Sec. 348. 18.170.040. Authority.** This chapter is
14 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
15 36.70A RCW and other applicable laws.

16
17 **Sec. 349. 18.170.050. Temporary construction buildings.**
18 Temporary structures for the housing of tools and equipment, or
19 containing supervisory offices in connection with construction
20 projects may be established and maintained during the progress
21 of such construction on such projects, and shall be abated
22 within 30 days after completion of the project, or 30 days after
23 cessation of work.

24
25 **Sec. 350. 18.170.060. Temporary real estate office.**
26 One temporary real estate sales office may be located on any new
27 subdivision in any zone; provided, the activities of such office
28 shall pertain only to the initial selling of property within the
29 subdivision upon which the office is located.

30
31 **Sec. 351. 18.170.070. Temporary use of trailer as**
32 **residence.** After a building permit has been issued and a
33 residence is in the process of being constructed, a trailer as
34 defined in this Title may be located upon a site for the
35 temporary use by the owner of such property as a residence for a
36 period of six months; provided, such trailer remains mobile; and
37 provided further, that a permit is obtained from the Planning,
38 Building and Public Works Department to insure compliance with
39 this code as to yards and to local health department
40 requirements. In cases where substantial progress is shown on
41 the construction of the residence and additional time is needed
42 to complete the work, a permit may be renewed for one additional

1 six-month period. Upon the expiration of the permit, the use of
2 the trailer as a residence shall be discontinued.

3
4
5 **Chapter 18.175**
6 **Public Utilities**
7

8 **Sections:**

9 18.175.010 Title.

10 18.175.020 Public utilities - Distribution.

11
12 **Sec. 352. 18.175.010. Title.** This chapter shall be
13 entitled "Public Utilities."

14
15 **Sec. 353. 18.175.020. Public utilities - Distribution.**
16

17 (1) The provisions of this Title shall not be construed
18 to limit or interfere with the installation, maintenance, and
19 operation of streets, public utility pipelines, electric or
20 telephone transmission and distribution lines, poles, towers,
21 and appurtenances or railroads (but not including switching
22 yards or roundhouses) when located within the rights-of-way,
23 easements, franchises, ownerships, or license rights of such
24 public utilities.

25
26 (2) The minimum lot area and frontage provisions of
27 this Title shall not apply to public utility sites; the area and
28 frontage need only be such as will accommodate the facilities in
29 compliance with all other requirements in this Title.
30

31
32 **Chapter 18.180**
33 **Family Day Care Providers**
34

35 **Sections:**

36 18.180.010 Title.

37 18.180.020 Family day care providers.

38
39 **Sec. 354. 18.180.010. Title.** This chapter shall be
40 entitled "Family Day Care Providers."
41

1 **Sec. 355. 18.180.020. Family day care providers.** A
2 family day care provider home facility is a permitted use in all
3 zones, subject to the following conditions:
4

5 (1) The family day care provider is currently licensed
6 by the state of Washington Department of Social and Health
7 Services and adheres to all licensing standards;
8

9 (2) The family day care provider is currently licensed
10 under chapter 5.04 DMMC;
11

12 (3) Family day care services are provided in a
13 residential dwelling exclusively in the family living quarters;
14

15 (4) The structure in which family day care services are
16 provided complies with all building, fire, safety, and health
17 codes;
18

19 (5) Signs identifying the residence as a family day
20 care provider are prohibited;
21

22 (6) The Washington State Department of Social and
23 Health Services certifies that there are adequate child drop-off
24 and pick-up areas;
25

26 (7) Hours of operation are limited to 6:00 a.m. to
27 9:00 p.m.; and
28

29 (8) Prior to state licensing, the family day care
30 provider provides written notification to the immediately
31 adjoining property owners of the provider of the intent to
32 locate and maintain the facility in order to provide the
33 Washington State Department of Social and Health Services an
34 opportunity to provide a forum to resolve any dispute.
35
36
37

GENERAL CONDITIONS APPLICABLE TO ALL ZONES

**Chapter 18.185
Noise Levels**

Sections:

- 18.185.010 Title.
- 18.185.020 Application.
- 18.185.030 Purpose.
- 18.185.040 Authority.
- 18.185.050 Limit on noise impacts on residential neighborhoods.
- 18.185.060 Requirement for noise mitigation plan.

Sec. 356. 18.185.010. Title. This section shall be entitled "General Conditions Applicable to all Zones." This chapter shall be entitled "Noise Levels."

Sec. 357. 18.185.020. Application. This chapter shall be applicable to all zones.

Sec. 358. 18.185.030. Purpose. The purpose of this chapter is to regulate and limit the adverse impact of specific noise exposure levels and require, when appropriate, noise mitigation plans.

Sec. 359. 18.185.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 360. 18.185.050. Limit on noise impacts on residential neighborhoods. Residential neighborhoods shall not be subject to adverse land uses, activities or traffic that generate exterior noise exposure levels exceeding 55 Ldn dBA, or existing levels as of April 20, 1995, whichever is greater. A reduction in the exterior noise level (greater than 55 Ldn) that existed as of April 20, 1995 shall become the new maximum exterior noise level.

Sec. 361. 18.185.060. Requirement for noise mitigation plan. Proponents of projects that will increase exterior noise levels to which residential areas are exposed to levels exceeding those existing on April 20, 1995, or to levels

1 exceeding an Ldn of 55 dBA, whichever is greater, must submit a
2 noise mitigation plan to the Planning, Building and Public Works
3 Department of the City for review and approval before required
4 permits are issued to allow the project to proceed.

5
6
7 **Chapter 18.190**
8 **Height, Yards, Area, and Open Spaces - General Provisions**
9

10 **Sections**

11 18.190.010 Title.
12 18.190.020 Application.
13 18.190.030 Purpose.
14 18.190.040 Authority.
15 18.190.050 Regulations subject to chapter.
16 18.190.050 Height of buildings on through lots.
17 18.190.060 Height of structures and roof structures.
18 18.190.070 Construction on artificial grades.
19 18.190.080 Yards and open spaces.
20 18.190.090 Greater yard and open space requirements include
21 minimum requirements.
22 18.190.100 Modification or adjustment of side yard
23 requirements on consolidated lots or oversize
24 building sites.
25 18.190.110 Yard requirements when more than one main building
26 exists.
27 18.190.120 Method for determining modification of required
28 front yard on steep lots.
29 18.190.130 Modification of required front yards where
30 nonconformities exist.
31 18.190.140 Yard requirements for property abutting half-
32 streets or streets designated by official control.
33 18.190.150 Measurement of front yards.
34 18.190.160 Vision clearance - Corner and reverse corner lots.
35 18.190.170 Permitted intrusions into required yards.
36 18.190.180 Location of swimming pools.
37 18.190.190 Location and height of wall, fence, or hedge.
38 18.190.200 Required increase of side yard where multiple or
39 row dwellings front upon a side yard.
40 18.190.210 Required increase of side yard where multiple or
41 row dwellings rear upon a side yard.
42 18.190.220 Yard requirements on through lots.
43 18.190.230 Lot area not to be reduced.

1 18.190.240 Dividing an improved building site area prohibited.
2 18.190.250 Greater yards and open spaces not to be alienated.
3 18.190.270 Greater lot area may be required.
4 18.190.280 Substandard or nonconforming lots in Single-Family
5 Residential Zones.
6 18.190.290 Substandard lots may be combined.
7 18.190.300 Use of lots or parcels containing more than minimum
8 required lot area.
9 18.190.310 Dangerous fences - Restrictions.

10
11 **Sec. 362. 18.190.010. Title.** This chapter shall be
12 entitled "Height, Yards, Area, and Open Spaces - General
13 Provisions."

14
15 **Sec. 363. 18.190.020. Application.** The provisions of
16 this chapter shall apply to all zones.

17
18 **Sec. 364. 18.190.030. Purpose.** The purpose of this
19 chapter is to establish standards for height, yards, area, and
20 open spaces.

21
22 **Sec. 365. 18.190.040. Authority.** This chapter is
23 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
24 36.70A RCW and other applicable laws.

25
26 **Sec. 366. 12.190.050. Regulations subject to chapter.**
27 The foregoing regulations of this Title shall be subject to the
28 general provisions, conditions, and exceptions contained in this
29 chapter.

30
31 **Sec. 367. 18.190.060. Height of buildings on through**
32 **lots.** On through lots divided by a zone boundary line, the line
33 shall be considered a property boundary line for purposes of
34 determining the permitted height on the building site.

35
36 **Sec. 368. 18.190.070. Height of structures and roof**
37 **structures.** Penthouses or roof structures for the housing of
38 elevators, stairways, tanks, ventilating fans, or similar
39 equipment required to operate and maintain the building, fire or
40 parapet walls, skylights, flagpoles, chimneys, smokestacks,
41 church steeples and belfries, utility line towers and poles, and
42 similar structures may be erected above the height limits of
43 this Title; provided, however, no penthouse or roof structure or

1 any other space above the height limit prescribed for the zone
2 in which the building or structure is located shall be allowed
3 for the purpose of providing additional floor space; provided
4 further, that rooftop gardens and patios are not classified as
5 additional floor space for the purpose of this section.

6
7 **Sec. 369. 18.190.080. Construction on artificial**
8 **grades.** The height of any structure constructed on an
9 artificial grade shall be measured from existing grade, as
10 defined in DMMC 14.60.030, in accordance with the formula
11 contained in DMMC 18.01.050. The decision as to whether a grade
12 is artificial shall be made by the Planning, Building and Public
13 Works Department, subject to appeal to the Hearing Examiner in
14 accordance with the Hearing Examiner code, and shall be based on
15 the intent of the developer as professionally perceived by the
16 Planning, Building and Public Works Department. No grade shall
17 be deemed artificial if, in the professional opinion of the
18 Planning, Building and Public Works Department, the change of
19 grade is necessary for development of the property on the basis
20 of sound engineering principles and customary construction
21 practices in the area.

22
23 **Sec. 370. 18.190.090. Yards and open spaces.** Except as
24 may be otherwise provided in this Title, every required yard and
25 open space shall be open and unobstructed from the ground to the
26 sky. No yard or open space provided around any building for the
27 purpose of complying with the provisions of this Title shall be
28 considered as providing a yard or open space for any other
29 building, and no yard or open space on any lot or parcel shall
30 be considered as providing a yard or open space on an adjoining
31 lot or parcel whereon a building is to be erected.

32
33 **Sec. 371. 18.190.100. Greater yard and open space**
34 **requirements include minimum requirements.** Wherever in this
35 Title a particular use, or a building in connection with a
36 particular use, is specifically required to maintain a distance
37 from any boundary property line or other building or buildings
38 on the site greater than the minimum standard required yard or
39 open space set forth for the zone, such greater distance is
40 intended to apply only to the particular building, buildings, or
41 use involved and the standard required minimum yards and open
42 spaces required for the zone (if any) shall be included as a

1 part of the greater required distance or open space for the
2 specified building, buildings, or use.

3
4 **Sec. 372. 18.190.110. Modification or adjustment of**
5 **side yard requirements on consolidated lots or oversize building**
6 **sites.** When the common property line separating two contiguous
7 lots is covered by a building or permitted group of buildings,
8 such lots shall constitute a single building site and the yard
9 spaces required by this Title shall then not apply to such
10 common property line.

11
12 **Sec. 373. 18.190.120. Yard requirements when more than**
13 **one main building exists.** Where two or more buildings are, by
14 definition of this Title, considered to be main buildings, then
15 the front yard requirements shall apply only to the building
16 closest to the lot front line.

17
18 **Sec. 374. 18.190.130. Method for determining**
19 **modification of required front yard on steep lots.** On any lot
20 where the natural gradient or slopes, as measured from the lot
21 front line along the centerline for the lot for a distance of 60
22 feet is in excess of 35 percent, then the required front yard
23 may be reduced one foot for each one percent of gradient or
24 slope in excess of 35 percent.

25
26 **Sec. 375. 18.190.140. Modification of required front**
27 **yards where nonconformities exist.**

28
29 (1) The depth of required front yards on unimproved
30 lots may be modified when any of the following circumstances
31 apply:

32
33 (a) When the unimproved lot or lots are located
34 between lots having nonconforming front yards;

35
36 (b) When the unimproved lot or lots are located
37 between a lot having a nonconforming front yard and a lot having
38 a conforming front yard;

39
40 (c) When the unimproved lot or lots are located
41 between a lot having a nonconforming front yard and a vacant
42 corner lot; and
43

1 (d) Where a vacant corner lot or reverse corner
2 lot adjoins a lot having a nonconforming front yard.

3
4 (2) A nonconforming front yard shall be deemed to be an
5 area between the lot front line and the portion of the main
6 building closest to it, which area is less in depth than that
7 defined by this Title as constituting a required front yard. On
8 a lot having a nonconforming front yard the degree of
9 nonconformity to be credited in making the adjustment shall in
10 no instance exceed 60 percent of the front yard depth required
11 on the nonconforming lot, such percentage to be measured from
12 the rear line of the required front yard on such lot toward the
13 lot front line.

14
15 (3) The rear line of the modified front yard on the
16 unimproved lot or lots as referred to in subsection (2) of this
17 section shall be established in the following manner:

18
19 (a) On lots having nonconforming front yards a
20 point shall be established at the intersection of the line
21 determining the depth of the lot with a line coincident with the
22 front of the building causing the nonconforming conditions;

23
24 (b) On lots having conforming front yards or on a
25 vacant corner lot, a point shall be established at the
26 intersection of the line determining the depth of the lot with
27 the rear line of the required front yard;

28
29 (c) A straight line shall be drawn from such
30 point of intersection on the lot with the nonconforming front
31 yard across any intervening unimproved lot or lots to a point
32 established on the next lot in either direction as set forth in
33 paragraphs (a) and (b) above; and

34
35 (d) The depth of the modified front yard on any
36 lot traversed by the straight line defined in paragraph (c) of
37 this subsection shall be established by the point where the
38 straight line intersects the line constituting the depth of each
39 such intervening lot.

40
41 (4) When an unimproved corner lot or reverse
42 corner lot adjoins a lot having a nonconforming front yard, the
43 front yard on the corner lot or reverse corner lot may be the

1 same as that on the adjoining lot; provided, the placement of
2 the buildings does not interfere with the required vision
3 clearance at the corner formed by the intersection of the
4 streets.

5
6 **Sec. 376. 18.190.150. Yard requirements for property**
7 **abutting half-streets or streets designated by official control.**
8

9 (1) A building or structure shall not be erected on a
10 lot which abuts a street having only a portion of its required
11 width dedicated and where no part of such dedication would
12 normally revert to the lot if the street were vacated, unless
13 the yards provided and maintained in connection with such
14 building or structure have a width or depth of that portion of
15 the lot needed to complete the road width plus the width or
16 depth of the yards required on the lot by this Title, if any.
17 This section applies to all zones.

18
19 (2) Where an official control adopted pursuant to law
20 includes plans for the widening of existing streets, the
21 connecting of existing streets, or the establishment of new
22 streets, the placement of buildings and the maintenance of
23 yards, where required by this Title, shall be measured from the
24 future street boundaries as determined by such official control.

25
26 **Sec. 377. 18.190.160. Measurement of front yards.**
27 Front yard requirements shall be measured from the property
28 front line or the indicated edge of a street for which an
29 official control exists, except as provided in DMMC 18.190.150.

30
31 **Sec. 378. 18.190.170. Vision clearance - Corner and**
32 **reverse corner lots.** All corner lots and reverse corner lots
33 subject to yard requirements shall maintain for safety vision
34 purposes a triangular area, one angle of which shall be formed
35 by the lot front line and the side line separating the lot from
36 the street, and the sides of the triangle forming the corner
37 angle shall each be 15 feet in length measured from the
38 aforementioned angle. The third side of the triangle shall be a
39 straight line connecting the last two mentioned points which are
40 distant 15 feet from the intersection of the lot front and side
41 lines. Within the area comprising the triangle no tree, fence,
42 shrub, or other physical obstruction higher than 42 inches above
43 the established grade shall be permitted.

1
2 **Sec. 379. 18.190.180. Permitted intrusions into**
3 **required yards.** The following may project into required yards:

4
5 (1) Fireplace structures not wider than eight feet
6 measured in the general direction of the wall of which it is a
7 part - 18 inches into any yard;

8
9 (2) Uncovered porches and platforms which do not extend
10 above the floor level of the first floor - 18 inches into side
11 yards and six feet into the front yard; provided, they may
12 extend three feet into the side yard when they do not exceed 18
13 inches in height above the finished grade; and

14
15 (3) Planting boxes or masonry planters not exceeding 42
16 inches in height in any required front yard.

17
18 **Sec. 380. 18.190.190. Location of swimming pools.** In
19 any zone, a swimming pool may not be located in any required
20 front yard, nor closer than five feet to any property line or to
21 any building on the same premises.

22
23 **Sec. 381. 18.190.200. Location and height of wall,**
24 **fence, or hedge.** In any residential zone a wall, fence, or
25 hedge is permitted under the following conditions:

26
27 (1) Where a fence is installed directly on the ground,
28 the height of the fence shall be the vertical distance from the
29 top board, rail, or wire to the ground directly below the fence;
30 where a masonry or stone wall is used as a fence, the height
31 shall be the vertical distance from the top surface of the wall
32 to the ground on the high side of the wall;

33
34 (2) A wall, fence, or hedge not more than 42 inches in
35 height may be permitted on any part of a lot that is not
36 otherwise restricted;

37
38 (3) On all residential lots, either partially or fully
39 view-obscuring walls, fences, or hedges not exceeding six feet
40 in height shall be permitted on any lot line; except that any
41 wall, fence, or hedge greater than 42 inches in height and
42 located within the required front yard and side yard adjacent to
43 a street shall be constructed of wrought iron, chain link, or

1 similar materials that, as a whole, shall not be greater than 20
2 percent view obscuring or, if other materials are used that are
3 greater than 20 percent view obscuring, the property owner shall
4 first obtain approval from the City traffic engineer to ensure
5 that safe sight distance is maintained and a traffic hazard
6 shall not be created;
7

8 (4) Where a retaining wall protecting a cut below the
9 natural grade is located on the line separating lots or parcels,
10 such retaining wall may be topped by a fence, wall, or hedge of
11 the same height that would otherwise be permitted at the
12 location if no retaining wall existed, and the top of the
13 retaining wall shall be considered the bottom of the fence;
14

15 (5) Where a retaining wall contains a fill, the height
16 of the retaining wall built to retain the fill shall be
17 considered as contributing to the permissible height of a wall,
18 fence, or hedge, and shall be measured from the ground on the
19 low side; provided, that in any event a protective fence not
20 more than 42 inches in height may be erected at the top of the
21 retaining wall and any portion of such fence above the six-foot
22 maximum height shall be no greater than 50 percent view
23 obscuring;
24

25 (6) Electric fences shall not be permitted in any
26 residential zone;
27

28 (7) No fence shall be located in any public right-of-
29 way, unless a right-of-way permit is obtained from the City;
30

31 (8) Any fence exceeding a height of six feet, and any
32 retaining wall exceeding a height of 48 inches, shall require
33 the property owner to obtain a building permit; the provisions
34 and conditions of this section shall not apply to fences
35 required by state law to surround and enclose public utility
36 installations, or to chain link fences enclosing school grounds
37 and public playgrounds.
38

39 **Sec. 382. 18.190.210. Required increase of side yard**
40 **where multiple or row dwellings front upon a side yard.** The
41 minimum width of the side yard upon which multiple or row
42 dwellings front shall be not less than 10 feet. Open, unenclosed
43 porches not extending above the floor level of the first floor

1 may project a distance of not more than three feet into the side
2 yard upon which such dwellings front.

3
4 **Sec. 383. 18.190.220. Required increase of side yard**
5 **where multiple or row dwellings rear upon a side yard.** Where
6 multiple or row dwellings are arranged so that the rear of such
7 dwellings abuts upon a side yard, and such dwellings have
8 openings onto such side yard used as secondary means of access
9 to such dwellings, the required side yard to the rear of such
10 dwellings shall be increased by one foot for each opening onto
11 such side yard.

12
13 **Sec. 384. 18.190.230. Yard requirements on through**
14 **lots.**

15
16 (1) If a through lot is improved as one building site,
17 the main building shall conform to the requirements of the zone
18 of the frontage occupied by such main building, and in
19 residential zones no accessory building shall be located closer
20 to either street than the distance constituting the required
21 front yard on such street, and required side yards shall extend
22 the full depth of the lot.

23
24 (2) If a through lot is divided by a zone boundary
25 line, the line shall be considered a property boundary line for
26 purposes of determining the required yards and open spaces.

27
28 **Sec. 385. 18.190.240. Lot area not to be reduced.** The
29 lot area of any lot recorded prior to August 3, 1964, shall not
30 be so reduced or diminished that the area, width, yards, or
31 other open spaces shall be less than prescribed by this Title
32 for the zone in which the property is located, nor shall the
33 number of dwelling units be increased in any manner except in
34 conformity with the regulations established by this Title. In
35 multiple lot subdivisions recorded subsequent to August 3, 1964,
36 the minimum lot area requirement for each lot in the subdivision
37 shall be deemed to have been conformed to if the average lot
38 areas for all lots in the subdivision meet the minimum
39 requirements set forth in the zone applying to the property.

40
41 **Sec. 386. 18.190.250. Dividing an improved building**
42 **site area prohibited.** When a single lot or parcel contains
43 twice the minimum required lot area or more for the zone in

1 which it is located, and the total area of the site has been
2 used to compute the number of dwelling units to be located
3 thereon, the building or buildings which contain dwelling units
4 shall be so located on the property as to cover, at least in
5 part, any line that would represent a property line between two
6 or more parcels that could result from an otherwise legal
7 division of the original lot or parcel, and thereafter no
8 property shall be alienated from the building site which would
9 reduce the total required area of the site upon which the number
10 of dwelling units located thereon was based.

11
12 **Sec. 387. 18.190.260. Greater yards and open spaces not**
13 **to be alienated.** Where a greater height of buildings has been
14 accomplished by reason of providing increased yards or open
15 spaces, no property may be alienated from the lot or building
16 site which would reduce the yards or open spaces provided to
17 compensate for the greater height of the building, nor which
18 would reduce the total required minimum area of the site upon
19 which area the permitted floor space contained in such building
20 was based.

21
22 **Sec. 388. 18.190.270. Greater lot area may be required.**
23 Greater lot areas than those prescribed in the various zones may
24 be required when such greater areas are established by the
25 adoption of a planned unit development as provided in this
26 Title.

27
28 **Sec. 389. 18.190.280. Substandard or nonconforming lots**
29 **in Single-Family Residential Zones.** In any Single-Family
30 Residential Zone, a single-family dwelling may be established on
31 a lot which cannot satisfy the lot area requirements of the
32 zone; provided: (1) that all other bulk regulations shall apply,
33 and (2) that the owner of such nonconforming lot does not own
34 any adjoining vacant lots of record of continuous boundary to
35 which the nonconforming or substandard lot can be merged in
36 Title or with which the lot lines can be adjusted to create lots
37 of record which satisfy the lot area requirements of the zone or
38 create a lot of record of greater area, and (3) that the owner
39 of such nonconforming lot or lots has not received a fee
40 interest in such lot or lots from a party who at any time
41 subsequent to April 25, 1988 held a fee interest in any
42 adjoining lot of continuous boundary; and further provided, that
43 limitation (3) above shall not apply to a party who either (A)

1 acquires a fee interest by enforcement of a security interest in
2 such property where the security interest was created prior to
3 April 25, 1988, or (B) has acquired such fee interest as the
4 result of a judicial decree of partition by a court of competent
5 jurisdiction.

6
7 **Sec. 390. 18.190.290. Substandard lots may be combined.**

8 In an RA or Multifamily Residential Zone two or more substandard
9 lots or fractions of lots, or a standard lot and substandard lot
10 or fraction of lots may be consolidated into a single building
11 site; provided, the total area of such consolidated lots is less
12 than twice the required minimum lot area of the zone in which
13 the property is located. In an RA or Multifamily Residential
14 Zone a single building, which complies with the requirements of
15 the zone in which it is located, may be erected on such
16 consolidated site containing as many dwelling units as would be
17 permitted if each substandard lot or fraction of a lot were
18 improved individually. No portion of the consolidated building
19 site shall thereafter be alienated which would reduce the area
20 upon which the number of dwelling units allowed thereon was
21 based.

22
23 **Sec. 391. 18.190.300. Use of lots or parcels containing**
24 **more than minimum required lot area.** When a lot contains two or
25 more times the minimum lot area required for the zone in which
26 the lot is located, and the owner desires to use each unit of
27 area equivalent to the minimum lot area as a separate building
28 site; provided, not more than four such units result, and no
29 dedication of streets, alleys, or other public ways are
30 involved, such area units may be so utilized only after approval
31 of the lot division as prescribed in the subdivision code (Title
32 17 DMMC). When such units are thus defined, then all of the
33 provisions of this Title governing the use of a lot in the zone
34 in which such property is located shall apply thereto.

35
36 **Sec. 392. 18.190.310. Dangerous fences - Restrictions.**
37 Dangerous fences are subject to the following restrictions:

38
39 (1) Fences containing razor wire, coiled barbed wire,
40 or material(s) of similar design are prohibited in all
41 residential zones, except that the Planning, Building and Public
42 Works Director may approve such dangerous fences in residential
43 zones for jails, detention facilities and other methods of

1 court-ordered personal confinement, through the building permit
2 process. Only those fences to be used for the purposes set forth
3 in this subsection will be allowed under such permit.

4
5 (2) Electric fences are not permitted in the City
6 except when used to contain grazing animals in an area zoned to
7 allow such a use. Electric fences must be set back at least five
8 feet from the property line or must be enclosed by additional
9 fencing or other barriers which prevent access to the electric
10 fence by small children on the adjacent property.

11
12 (3) A barbed wire fence may be a maximum of five feet
13 in height and may contain four strands of taut parallel barbed
14 wire.

15
16 (4) A fence or wall may incorporate a maximum of three
17 strands of parallel barbed wire a maximum of two feet in height
18 on top of the fence, so long as the orientation is either
19 straight up or angled in toward the site. If such a fence
20 contains three strands of barbed wire which are oriented outward
21 from the site, the fence shall be set back from the property
22 line a distance of one to 10 feet as determined by the Planning,
23 Building and Public Works Director, based on the following
24 criteria:

25
26 (a) The proximity of the fence to existing or
27 planned sidewalks, pedestrian ways, or public parking areas;

28
29 (b) Whether the security needs for the property
30 can be satisfied;

31
32 (c) Whether the location of the fence will
33 degrade the aesthetics of the surrounding area;

34
35 (d) Whether the fence location is in the best
36 interest of the health, safety and welfare of the general
37 public;

38
39 (e) Whether either required landscaping can be
40 fulfilled, or landscaping is otherwise provided to ameliorate
41 visual impacts of the fence;

42

1 (f) The proximity of the fence to environmentally
2 critical areas, open space, or other such areas likely to
3 provide habitat for urban mammals.

4
5 (5) In residential zones, all permitted dangerous
6 fences shall comply with height and setback restrictions for all
7 fences as set forth in DMMC 18.190.200. For properties where
8 both codes apply, the more restrictive code shall prevail.

9
10 (6) All fences not in compliance with this section
11 shall, within 60 days of notification from the City, be removed
12 by the owner or, upon failure to remove the fence, the Planning,
13 Building and Public Works Director is empowered to cause the
14 removal of the fence, the cost of which shall be billed to the
15 owner.

16
17
18 **Chapter 18.195**
19 **LANDSCAPING AND SCREENING**
20

21 **Sections:**

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24 18.195.020 Application
25 18.195.030 Purpose
26 18.195.040 Authority

27
28 **Article II GENERAL LANDSCAPING REQUIREMENTS**

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30 18.195.060 Storage areas
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32	18.195.420	Modification of landscaping requirement(s)
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35		
36	Article V	SOLID WASTE CONTAINERS
37	18.195.450	Solid waste container screening required in
38		Multifamily Residential and Commercial Zones
39	18.195.460	Area for solid waste containers required
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42		containers
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ARTICLE I. GENERAL PROVISIONS

Sec. 393. 18.195.010. Title. This chapter shall be entitled "Landscaping and Screening."

Sec. 394. 18.195.020. Application.

(1) General Applicability. Landscaping required pursuant to this chapter shall be installed throughout the entire building site in accordance with an approved site plan, prior to issuance of the certificate of occupancy or business license for any of the following development activities:

(a) Construction of a new building or structure;

(b) Expansion of an existing building or structure where such expansion contains 20 percent or more of the floor area of the existing building or structure;

(c) Creation or expansion of a parking area or other paved surface; and

(d) Creation or expansion of an outdoor use, activity, or storage area.

(2) Exceptions. The provisions of this chapter shall not apply in the following circumstances:

(a) Single-family residential development activities shall not be subject to the provisions of this chapter except as may be specifically required by any section.

(b) Where the Planning, Building and Public Works Department determines that existing structures are situated so as to preclude installation of required landscaping, such required landscaping shall be waived for the area affected by such structures.

(c) Where compliance with the provisions of chapter 18.210 DMMC, loading areas and off-street parking requirements for existing buildings or structures conflicts with

1 the requirements of this chapter, the required landscaping shall
2 be waived, or modified in accordance with DMMC 18.195.420.

3
4 (d) The irrigation requirements of DMMC
5 18.195.080 shall apply only to construction of a new building or
6 structure or expansion of an existing building or structure.

7
8 (3) Nothing in this chapter shall be construed to
9 relieve the applicant of open space, buffer, setback, and other
10 such development constraints defined by the zoning code,
11 conditional use permit concomitant rezone agreement, subdivision
12 code, planned unit development, shorelines master program, and
13 terms of approvals associated therewith.

14
15 (4) Plan requirements. The Planning, Building and
16 Public Works Department shall review and may approve, approve
17 with modifications, or disapprove site landscape development
18 plans for all development activities subject to the provisions
19 of this chapter. A landscaping plan shall be submitted to the
20 Planning, Building and Public Works Department accurately drawn
21 using an appropriate engineering or architectural scale which
22 shows the following:

23
24 (a) Boundaries and dimensions of the site;

25
26 (b) Location and identification of all streets,
27 alleys, sidewalks, and easements abutting the site, including
28 dimensions;

29
30 (c) Proposed topography at a maximum of five-foot
31 contours;

32
33 (d) Proposed location and dimensions of all on-
34 site buildings including height of structures and distance
35 between buildings;

36
37 (e) Details of any proposed architectural
38 barriers;

39
40 (f) Dimensions and location of storage and trash
41 areas, loading docks, exterior utility installations, and
42 mechanical equipment;

43

1 (g) Layout and dimensions of all parking stalls,
2 easements, access ways, turnaround areas, driveways, and
3 sidewalks on site;

4
5 (h) Percentage of landscaping for total site and
6 net square footage of parcel;

7
8 (i) Proposed landscaping including location,
9 species, and size at time of planting;

10
11 (j) Existing vegetation in general, and
12 identifying all evergreen trees six inches DBH (diameter at
13 breast height) or greater and all deciduous trees eight inches
14 DBH or greater;

15
16 (k) Irrigation plan, indicating the location of
17 pipes, sprinkler heads and pumps, pipe size, head capacity,
18 water pressure in pounds per square inch at the pump and
19 sprinkler heads, and timer system.

20
21 **Sec. 395. 18.195.030. Purpose.** The purpose of the
22 landscaping and screening requirements of this chapter are to
23 increase compatibility between different intensities of land
24 uses, by providing visual barriers, visually interrupting the
25 barren expanse of paved parking lots, screening undesirable
26 views which have a blighting impact on surrounding properties,
27 and providing a visual separation and physical buffer between
28 varying intensities of abutting land uses; to implement the
29 comprehensive8 plan; to encourage the retention of significant
30 existing vegetation to the extent feasible; to reduce erosion
31 and water runoff; to conserve energy; to preserve and promote
32 urban wildlife habitats; to minimize impacts of noise, light and
33 glare; and to aid in regulating vehicular circulation.

34
35 **Sec. 396. 18.195.040. Authority.** This chapter is
36 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
37 36.70A RCW and other applicable laws.

38
39
40 **ARTICLE II. GENERAL LANDSCAPING REQUIREMENTS**

41
42 **Sec. 397. 18.195.050. Required - All zones.**
43 Landscaping shall be provided in all developments subject to

1 this chapter as set forth below. Where the width of a required
2 planting strip exceeds the setback requirement for any structure
3 subject to this chapter, the setback shall be increased to
4 provide the full width of planting strip unless otherwise
5 modified in accordance with DMMC 18.195.420.

6
7 **Sec. 398. 18.195.060. Storage areas.** All outside
8 storage areas and loading docks shall be screened by fencing and
9 a Type III landscaping strip with a minimum depth of five feet
10 unless determined by design review that such screening is not
11 necessary because stored materials are not visually obtrusive.
12 The five-foot deep landscaped area may occur within the street
13 right-of-way abutting the property line upon approval of the
14 Planning, Building and Public Works Department.

15
16 **Sec. 399. 18.195.070. Use of nonvegetative material.**
17 Bark, mulch, gravel, or other nonvegetative material shall only
18 be used in conjunction with landscaping to assist vegetative
19 growth and maintenance or to visually complement plant material.
20 Nonvegetative material is not a substitute for plant material.

21
22 **Sec. 400. 18.195.080. Irrigation.** All landscape areas
23 shall be irrigated by a permanent, underground sprinkler or drip
24 watering system complete with automatic controls.

25
26 **Sec. 401. 18.195.090. Drainage.** Required landscaped
27 areas shall be provided with adequate drainage.

28
29 **Sec. 402. 18.195.100. Slopes.** Slopes shall not exceed
30 a 3:1 ratio (length to height) in order to decrease erosion
31 potential and assist in ease of maintenance.

32
33 **Sec. 403. 18.195.110. Tree retention.**

34
35 (1) All existing healthy evergreen trees six inches DBH
36 (diameter at breast height) or greater and all existing healthy
37 deciduous trees (excluding alders, European ashes, cottonwoods
38 and willows) eight inches DBH or greater, shall be retained to
39 the extent feasible within landscape areas. The Planning,
40 Building and Public Works Department shall designate trees to be
41 retained prior to issuance of a land clearing, grading, and
42 filling permit.

43

1 (2) All clearing and grading shall take place outside
2 the drip line of those trees to be retained; provided, that the
3 Planning, Building and Public Works Department may approve hand
4 clearing within the drip line if it can be demonstrated that
5 such grading can occur without damaging the tree. If the roots
6 are damaged, the Planning, Building and Public Works Department
7 may require restoration measures such as the application of
8 phosphate or potash.

9
10 (3) Any tree identified to be retained that is
11 destroyed or damaged during construction shall be replaced by
12 the applicant with five trees on the subject property or within
13 a street planting strip near the subject property. Replacement
14 trees shall be a minimum size of eight feet in height for
15 evergreen trees, and two inches in caliper for deciduous, and
16 shall be approved by the Planning, Building and Public Works
17 Department. The Planning, Building and Public Works Department
18 may approve smaller trees if he/she determines they are of
19 specimen quality. These trees shall be provided in addition to
20 any street trees required under chapter 12.15 DMMC. The exact
21 type and location of street trees shall be determined by the
22 Planning, Building and Public Works Department.

23
24 **Sec. 404. 18.195.120. Microclimate.** Proposed
25 landscaping shall reflect consideration of microclimate of the
26 site and surrounding properties, by manipulation of sun, shade,
27 and wind for increased energy efficiency of the development and
28 for maximum comfort of the users of the site. Use of indigenous
29 plant materials shall be preferred.

30
31 **Sec. 405. 18.195.130. Scenic view preservation.**
32 Landscaping shall be designed, installed, and thereafter
33 maintained in such a manner which preserves scenic views and
34 vistas of neighborhood and upland properties. Under no
35 circumstances shall species of trees be planted which by virtue
36 of their height and/or breadth at maturity impinge upon the
37 views of other properties.

38
39 **Sec. 406. 18.195.140. Landscaping adjacent to freeways.**
40 A Type II landscaping strip with a minimum width of 25 feet and
41 containing an earthen berm with a minimum height of five feet
42 shall be provided adjacent to freeways within all zones except
43 Single-Family Residential and R-SE Zones. A portion of the 25-

1 foot strip may be partially located in the freeway right-of-way
2 if permitted by the Washington State Department of
3 Transportation and approved by the Planning, Building and Public
4 Works Department.

5
6 **Sec. 407. 18.195.150. Landscaping adjacent to single-**
7 **family residential and R-SE zones.** Care shall be exercised in
8 the design of buffering landscaping and in the placement of
9 trees adjacent to Single-Family Residential or R-SE zoned
10 properties in order to minimize maintenance problems stemming
11 from branches overhanging property lines when such trees reach
12 maturity. It shall be the responsibility of the property owner
13 to remove or trim boughs which overhang onto single-family
14 residential and R-SE zoned properties when maintenance problems
15 arise for the owner of the single-family residential or R-SE
16 zoned property.

17
18 **Sec. 408. 18.195.160. Unused portions of building**
19 **sites.** All portions of a building site not devoted to a
20 building, future building, parking, storage, or accessory uses
21 shall be landscaped in a manner appropriate to the stated
22 purposes of this chapter.

23
24 **Sec. 409. 18.195.170. Landscaping adjacent to required**
25 **fencing.** Landscaping shall be placed outside of sight-obscuring
26 or 100 percent sight-obscuring fences unless determined by the
27 Planning, Building and Public Works Department that such
28 arrangement would be detrimental to the stated purpose of this
29 chapter.

30
31 **Sec. 410. 18.195.180. Setback from street lights, fire**
32 **hydrants, and public works.** No tree, as measured from its
33 center, shall be located within 10 feet of street light
34 standard, or within five feet of a fire hydrant. Tree species
35 whose roots are known to cause damage to public roadways or
36 other public works shall not be planted closer than 10 feet to
37 such public works unless the tree root system is completely
38 contained within a barrier being a minimum of five feet deep and
39 five feet wide. Tree species with water seeking roots are
40 prohibited within and adjacent to rights-of-way.

41
42 **Sec. 411. 18.195.190. Driveway and street**
43 **intersections.** To insure that landscape materials do not

1 constitute a safety hazard, such materials shall not be located
2 in conflict with the sight areas at intersections established by
3 chapter 12.15 DMMC.

4
5 **Sec. 412. 18.195.200. Curbing.** In order to protect the
6 landscaping materials planted and to insure proper growth, all
7 planter areas shall be separated from parking areas and streets
8 by vertical curbing. Curbing shall be of Portland cement or as
9 approved by the Planning, Building and Public Works Director.

10
11 **Sec. 413. 18.195.210. Maintenance.** The property owner
12 shall be responsible for the maintenance of all landscaping
13 required pursuant to this section, including any landscaping
14 within a right-of-way, abutting the subject property. Such
15 landscaping shall be maintained in good condition so as to
16 present a neat and orderly appearance; shall be kept free from
17 refuse and debris; living landscape material shall be kept alive
18 and in a healthy condition; and in such a manner as to
19 accomplish the purpose for which it was initially required.

20
21
22 **ARTICLE III. LANDSCAPING REGULATIONS BY ZONE³**

23
24 **Sec. 414. 18.195.220 Single-Family Residential and R-SE**
25 **Zones.**

26
27 (1) In all subdivisions and planned unit developments
28 (PUDs) a minimum 10-foot Type II landscaping strip shall be
29 provided along all property lines abutting arterial streets.

30
31 (2) In all planned unit developments:

32
33 (a) A minimum 10-foot Type I landscaping strip
34 between residential and commercial uses shall be provided;

35
36 (b) A Type II landscaping strip an average of 10
37 feet but not less than seven feet in depth shall be provided
38 between single-family residential and multifamily residential
39 areas;

40
41 (c) Parking facilities in planned unit
42 developments shall be landscaped as prescribed in DMMC
43 18.195.360.

Sec. 415. 18.195.230. Attached Townhouse and Duplex Residential, RA-3,600 Zone.

(1) A minimum 10-foot Type III landscaping strip shall be provided along all property lines abutting public rights-of-way excluding alleys.

(2) A minimum 10-foot Type II landscaping strip shall be provided along all property lines abutting a residential zone.

(3) Within a townhouse development, the following landscaping requirements shall apply:

(a) A minimum 10-foot Type III landscaping strip shall be provided along all perimeter property lines abutting public rights-of-way excluding alleys.

(b) A minimum five-foot Type II landscaping strip shall be provided along all perimeter side and rear property lines.

(c) Parking facilities in townhouse developments shall be landscaped as prescribed in DMMC 18.195.360 (Landscaping of parking facilities).

Sec. 416. 18.195.240. Multifamily Residential, RM-2,400 Zone.

(1) A minimum 10-foot Type III landscaping strip shall be provided along all property lines abutting public rights-of-way excluding alleys.

(2) A minimum 10-foot Type II landscaping strip shall be provided along all property lines abutting Single-Family Residential or R-SE zoned properties.

(3) A minimum five-foot Type II landscaping strip shall be provided along all property lines abutting RA or Multifamily Residential zoned properties.

1 (4) Parking facilities landscaping as prescribed in
2 DMMC 18.195.360.

3
4 **Sec. 417. 18.195.250. Multifamily Residential,**
5 **RM-1,800, RM-900, RM-900A Zones.**

6
7 (1) A minimum five-foot Type III landscaping strip
8 shall be provided along all property lines abutting public
9 rights-of-way.

10
11 (2) A minimum 10-foot Type II landscaping strip shall
12 be provided along all property lines abutting Single-Family
13 Residential or R-SE zoned properties.

14
15 (3) A minimum five-foot Type II landscaping strip shall
16 be provided along all property lines abutting RA or Multifamily
17 Residential Zoned properties.

18
19 (4) Parking facilities landscaping as prescribed in
20 DMMC 18.195.360.

21
22 **Sec. 418. 18.195.260. Restricted service, RM-900B Zone.**

23
24 (1) The perimeter of property abutting a Residential
25 Zone shall provide a Type I landscaping strip to a minimum depth
26 of 10 feet.

27
28 (2) A Type III landscaping strip not less than five
29 feet in depth shall be provided along all property lines
30 abutting public rights-of-way excluding alleys.

31
32 (3) A Type II landscaping strip not less than five feet
33 in depth shall be provided along all property lines adjacent to
34 other RM-900B Zones and public or institutional uses.

35
36 (4) Parking facilities landscaping as prescribed in
37 DMMC 18.195.360.

38
39 **Sec. 419. 18.195.270. Neighborhood Commercial, N-C**
40 **Zone.**

1 (1) The perimeter of properties abutting a residential
2 zone or public or institutional uses shall provide a Type I
3 landscaping strip to minimum depth of 10 feet.

4
5 (2) A Type III landscaping strip an average of five
6 feet but not less than three feet in depth shall be provided
7 along all property lines abutting public rights-of-way excluding
8 alleys.

9
10 (3) Parking facilities landscaping as prescribed in
11 DMMC 18.195.360.

12
13 **Sec. 420. 18.195.280. Business Commercial, B-C Zone.**

14
15 (1) The perimeter of properties adjacent to a
16 residential zone or public or institutional use shall provide a
17 Type I landscaping strip with a minimum depth of 10 feet.

18
19 (2) A Type III landscaping strip, an average of five
20 feet but not less than three feet in depth, shall be provided
21 along all property lines abutting public rights-of-way excluding
22 alleys. When the building setback from a public right-of-way is
23 10 feet or when such setback is utilized as a public open space
24 plaza not accommodating parking, no perimeter landscaping strip
25 shall be permitted but street trees set forth in DMMC 18.195.360
26 shall be provided within tree planters. Such tree planters shall
27 have a minimum interior dimension of three and one-half feet and
28 be protected by a cast iron grate.

29
30 (3) Parking facilities landscaping as prescribed in
31 DMMC 18.195.360.

32
33 **Sec. 421. 18.195.290. Community Commercial, C-C Zone.**

34
35 (1) The perimeter of properties adjacent to a
36 residential zone or public or institutional use shall provide a
37 Type I landscaping strip with a minimum depth of 10 feet.

38
39 (2) A Type III landscaping strip, an average of five
40 feet but not less than three feet in depth, shall be provided
41 along all property lines abutting public rights-of-way excluding
42 alleys. When the building setback from a public right-of-way is
43 10 feet or when such setback is utilized as a public open space

1 plaza not accommodating parking, no perimeter landscaping strip
2 shall be permitted but street trees as set forth in DMMC
3 18.195.400 shall be provided within tree planters. Such tree
4 planters shall have a minimum interior dimension of three and
5 one-half feet and be protected by a cast iron grate.

6
7 (3) Parking facilities landscaping as prescribed in
8 DMMC 18.195.360.

9
10 **Sec. 422. 18.195.300. Downtown Commercial, D-C Zone.**

11
12 (1) Where a lot line abuts or is across a right-of-way
13 from a residential zone or a public or institutional use, a Type
14 II landscaping strip with a minimum depth of five feet shall be
15 provided.

16
17 (2) For automobile-oriented uses such as automobile
18 repair shops, carwashes, drive-through facilities, and motor
19 vehicle fuel sales, a type III landscape strip not less than
20 three feet in depth, shall be provided along all property lines
21 abutting public right-of-way excluding alleys. When the building
22 setback from the public right-of-way does not exceed 10 feet or
23 when such setback is utilized as a public open space plaza not
24 accompanying parking, no perimeter landscaping is required but
25 street trees as set forth in DMMC 18.195.400 shall be provided
26 within tree planters.

27
28 (3) Parking facilities landscaping as prescribed in
29 DMMC 18.195.360.

30
31 (4) The Planning, Building and Public Works Director
32 may waive or modify the landscaping requirements of this section
33 where substantial landscaping exists within the adjacent right-
34 of-way and no adverse impact would result.

35
36 **Sec. 423. 18.195.310. General Commercial, C-G Zone.**

37
38 (1) The perimeter of properties adjacent to a
39 residential zone or public or institutional use shall provide a
40 Type I landscaping strip with a minimum depth of 10 feet.

41
42 (2) A Type III landscaping strip, an average of five
43 feet but not less than three feet in depth, shall be provided

1 along all property lines abutting public rights-of-way excluding
2 alleys.

3
4 (3) Parking facilities landscaping as prescribed in
5 DMMC 18.195.360.

6
7 **Sec. 424. 18.195.320. Highway Commercial, H-C Zone.**

8
9 (1) The perimeter of properties adjacent to residential
10 zone or public or institutional uses shall provide a Type I
11 landscaping strip a minimum depth of 10 feet.

12
13 (2) A Type III landscaping strip an average of five
14 feet in depth but not less than three feet shall be provided
15 along all property lines abutting public rights-of-way,
16 excluding alleys.

17
18 (3) Parking facilities landscaping as prescribed in
19 DMMC 18.195.360.

20
21 **Sec. 425. 18.195.330. Public or institutional uses.**
22 Public or institutional uses, including churches, commercial or
23 noncommercial recreation facilities (e.g., country clubs, golf
24 courses, tennis courts, yacht clubs), community clubs, schools,
25 charitable and fraternal organizations, hospitals, public
26 utility facilities, sewage transfer plants, governmental
27 facilities, museums, libraries, fire stations, retirement homes,
28 nursing homes, and similar uses shall provide the following:

29
30 (1) A Type I planting strip not less than 10 feet in
31 depth shall be provided along all property lines abutting a
32 residential zone unless waived by the residential property
33 owner.

34
35 (2) A Type III planting strip not less than 10 feet in
36 depth shall be provided along all property lines abutting public
37 rights-of-way excluding alleys. The Planning, Building and
38 Public Works Director may waive or modify this requirement for
39 properties within the Downtown Commercial (D-C) Zone when no
40 adverse impact would result.

41
42 (3) Landscaping of parking facilities as prescribed in
43 DMMC 18.195.360.

Sec. 426. 18.195.340. Business Park, B-P Zone.

(1) The perimeter of any business park building site adjacent to a residential use shall provide a Type I landscaping strip with a minimum depth of 20 feet. Within the landscaping strip, native vegetation shall be retained to the maximum extent feasible to provide as much visual screening as possible.

(2) A Type I landscaping strip, an average of at least 20 feet in depth, shall be provided along the perimeter of any business park in the North subarea abutting a street classified as a major arterial, secondary arterial, or collector by City street development standards. The landscaping strip shall contain an earthen berm with an average height at least five feet above the elevation of the abutting street. The width of the landscaping strip and/or the height of the berm may be increased or decreased through approval of a master plan or site plan as established by chapter 18.105 DMMC, if it is determined that such increase or decrease is necessary or required to effectively screen the business park. In the South subarea, a Type II landscaping strip, an average of at least 10 feet in depth, shall be provided along the perimeter of any building site abutting a street classified as a major arterial, secondary arterial, or collector by City street development standards.

(3) Parking facilities shall be landscaped as prescribed in DMMC 18.195.360.

Sec. 427. 18.195.350. Pacific Ridge, PR-R and PR-C Zones.

(1) The perimeter of properties abutting a Single-Family Residential Zone shall provide a Type I landscaping strip with a minimum depth of 10 feet.

(2) The perimeter of properties abutting a Multifamily Residential Zone shall provide a Type II landscaping strip with a minimum depth of five feet.

(3) A Type III landscaping strip, an average of five feet in depth, shall be provided along all property lines abutting a public right-of-way excluding alleys. When the

1 building setback from a public right-of-way is not more than 10
2 feet, or when such setback is utilized as a public open space
3 plaza not accompanying parking, no perimeter landscaping strip
4 shall be permitted, but street trees as set forth in DMMC
5 18.195.400 shall be provided within tree planters. Such tree
6 planters shall have a minimum interior dimension of three and
7 one-half feet and shall be protected by a cast iron grate.

8
9 (4) Parking facilities landscaping as set forth in DMMC
10 18.195.360.
11
12

13 **ARTICLE IV. SPECIFIC REQUIREMENTS**

14
15 **Sec. 428. 18.195.360. Landscaping of parking**
16 **facilities.** Landscaping shall be provided within all surface
17 (open air) parking lots, as follows:
18

19 (1) Design Criteria. Landscape areas shall be located
20 in such a manner as to divide and break up the large expanses of
21 pavement, divide and define driveways, parking stalls and
22 corridors, limit cross-taxiing, delineate and separate
23 pedestrian and vehicular traffic, and screen parking facilities
24 from abutting properties. Planting areas and landscaping shall
25 be reasonably dispersed throughout the parking lot with the
26 interior dimensions of such areas being sufficient to protect
27 the landscaping materials planted therein and to insure proper
28 growth. The primary landscaping materials used shall consist of
29 canopy-type deciduous trees or spreading evergreen trees planted
30 in wells or strips with a mixture of deciduous and evergreen
31 shrubs and/or ground cover. Shrubbery, hedges, and other
32 planting materials shall be used to complement the tree
33 landscaping, but shall not be the sole contribution to the
34 landscaping. Existing vegetation, architectural barriers or
35 berms may be incorporated into the landscape design; provided,
36 they contribute to achieving the intent of this subsection.
37

38 (2) Interior coverage requirements. A minimum of five
39 percent of a parking facility shall be landscaped. Landscaping
40 which is required for screening along the perimeter of any lot
41 and border plantings adjacent to buildings upon which a parking
42 lot abuts shall not be considered as part of the interior
43 coverage requirement. Parking spaces abutting a perimeter for

1 which landscaping is required by other requirements of this code
2 shall not be considered as a part of the interior of the parking
3 facility.

4
5 (a) For off-street parking facilities providing
6 10 or fewer parking stalls, the interior coverage requirements
7 stated in this section shall not apply.

8
9 (b) Any interior landscape area shall contain a
10 minimum of 50 square feet, shall have a minimum dimension of
11 five feet, and shall include at least one tree with the
12 remaining area landscaped with shrubs, ground cover, or other
13 approved landscaping materials not exceeding three feet in
14 height.

15
16 (c) Trees shall number not less than one for each
17 five parking stalls, to be reasonably distributed throughout the
18 parking lot.

19
20 (d) A minimum of 40 percent of the trees shall be
21 evergreen.

22
23 **Sec. 429. 18.195.370. Types of landscaping required.**
24 The following (DMMC 18.195.380 through 18.195.400) are types of
25 landscaping as required in DMMC 18.195.220 through 18.195.350;
26 all proposed plant material, sizes, and characteristics shall be
27 in accordance with the American Association of Nurserymen
28 Standards (ANSI 2601 - 1973).

29
30 **Sec. 430. 18.195.380. Type I - Solid screen.** Type I
31 landscaping is intended to provide a solid sight barrier to a
32 height of 10 feet totally separating incompatible land uses.
33 Type I landscaping shall generally consist of a mix of
34 predominantly evergreen plantings including living trees,
35 shrubs, and ground covers. Evergreen trees shall be a minimum
36 height of six feet at time of planting. Plantings shall be
37 chosen and spaced so as to grow together within two years
38 sufficient to provide a 100 percent sight-obscuring screen. The
39 entire planting strip shall be landscaped; however, those
40 plantings used to achieve the sight-obscuring screen shall cover
41 at least five feet of the width of the strip and shall be
42 located farthest from the property line. Existing vegetation,
43 architectural barriers (including walls, planters, and fences),

1 or berms may be incorporated into the landscape design as set
2 forth in DMMC 18.195.420, and shall be considered acceptable in
3 lieu of new plantings; provided, they contribute to achieving
4 the intent of this subsection.

5
6 **Sec. 431. 18.195.390. Type II - Visual buffer.** Type II
7 landscaping is intended to create a visual separation that is
8 not necessarily 100 percent sight-obscuring. Type II landscaping
9 shall consist of a mix of evergreen and deciduous plantings,
10 trees, shrubs, and ground covers. Plantings of shrubs and ground
11 covers shall be chosen and spaced to result in a total covering
12 of the landscape strip. Shrubs shall be of a type that achieve a
13 height of approximately six feet within two years, and
14 effectively screen views along the length of the planting strip.
15 Deciduous trees shall have a minimum trunk diameter two inches
16 at time of planting; evergreen trees shall be a minimum six feet
17 tall at time of planting. Trees shall be located farthest from
18 the property line. All trees shall be spaced at intervals
19 resulting in touching of branches after 10 years of normal
20 growth. Existing vegetation, architectural barriers, or grading,
21 which may be incorporated into the landscape design as set forth
22 in DMMC 18.195.420, shall be considered acceptable in lieu of
23 new plantings; provided, they contribute to achieving the intent
24 of this subsection.

25
26 **Sec. 432. 18.195.400. Type III - See-through buffer.**
27 Type III landscaping is intended to provide visual separation of
28 uses from streets and main arterials and between compatible uses
29 so as to soften the appearance of streets, parking lots, and
30 building facades. Type III landscaping shall consist of
31 evergreen and deciduous trees planted not more than 30 feet on
32 center interspersed with large and small shrubs and ground
33 cover. Plantings of shrubs and ground covers shall be chosen and
34 spaced to result in a covering of the landscape strip within two
35 years. Shrubs shall be of a type that do not exceed a height at
36 maturity of approximately three to four feet. Deciduous trees
37 shall have a minimum trunk diameter of two inches at time of
38 planting. Evergreen trees shall be a minimum of six feet tall at
39 time of planting. Existing vegetation, architectural barriers,
40 or grading may be incorporated into the landscape design as set
41 forth in DMMC 18.195.420 and shall be considered acceptable in
42 lieu of new plantings; provided, they contribute to achieving
43 the intent of this subsection.

1
2 **Sec. 433. 18.195.410. Marina District.** Street trees
3 are required within the planting strip abutting public rights-
4 of-way in the downtown Marina District, that area lying between
5 South 216th Street and South 230th Street, 10th Avenue South and
6 Puget Sound, in accordance with tree species standards adopted
7 by the City Manager or the City Manager's designee in
8 consultation with the Planning, Building and Public Works
9 Department and Parks Department.

10
11

1 **Sec. 434. 18.195.420. Modification of landscaping**
2 **requirement(s).**

3
4 (1) The Planning, Building and Public Works Department
5 may authorize reduced width of plantings or waive some or all
6 landscaping requirements in the following instances:

7
8 (a) Whenever a building utilized for business or
9 office purposes is proposed to be placed within 10 feet of the
10 street right-of-way and there are no loading docks on such
11 street, and at least 50 percent of the wall length is utilized
12 for window and door construction, and the setback is utilized in
13 effect as a sidewalk; provided, approved street trees are
14 planted within the 10-foot setback no more than 30 feet on
15 center.

16
17 (b) When architectural barriers or berms are
18 incorporated into the design of the landscaping and contribute
19 to the intent of the type of landscaping required and the
20 minimum width of planting is not reduced by more than 50
21 percent;

22
23 (c) When application of requirements of this
24 section for commercial properties would result in more than 15
25 percent of the site area being landscaped, in which instance the
26 Planning, Building and Public Works Department may modify those
27 requirements such that not more than 15 percent of the site must
28 be landscaped; provided, however, that the landscaping and
29 corresponding setbacks required are those most beneficial to the
30 public;

31
32 (d) When the inclusion of significant existing
33 vegetation located on the site would result in as good as or
34 better satisfaction of the purposes of this chapter;

35
36 (e) When, in the case of required perimeter
37 landscaping adjacent to street rights-of-way, the ultimate
38 street improvements for that right-of-way have been installed or
39 will be installed as a requirement of approval of the
40 development, and the building and Planning, Building and Public
41 Works Departments determine that the proposed landscaping of
42 that portion of the right-of-way between the property line and
43 sidewalk is acceptable, the Planning, Building and Public Works

1 Department may allow such landscaping in lieu of required
2 landscaping within the development; provided, the type and area
3 of planting is comparable to that normally required and adequate
4 provisions are made for permanent maintenance;
5

6 (f) When conditions on or adjacent to the site,
7 including differences in elevation, existing vegetation,
8 location of existing structures or utilities, continuity of
9 design concepts within a zone, emergency vehicle access would
10 render application of requirements of this chapter ineffective
11 or result in scenic view obstruction.
12

13 (2) An application for adjustment of landscaping
14 requirements shall be filed on forms prescribed by the City,
15 executed and sworn to by the owner or tenant of the property
16 concerned or by duly authorized agents. Such application shall
17 clearly and in detail state what adjustments of requirements are
18 being requested and the reasons such adjustments are warranted,
19 and shall be accompanied with such supplementary data, such as
20 sketches, surveys, and statistical information as deemed
21 necessary to substantiate the adjustment.
22

23 (a) The applicant shall give all owners of
24 property located within 100 feet of any boundary of the subject
25 property written notice of the proposed alternative landscaping
26 within 20 days of filing an application. The Planning, Building
27 and Public Works Department shall allow 15 days for comment
28 before making a decision.
29

30 (b) The decision of the Planning, Building and
31 Public Works Department regarding alternative landscaping shall
32 be made within 45 days of filing of an application, shall be
33 transmitted in writing to the applicant and all interested
34 parties and shall identify reasons for denial or requirements
35 for modifications, if any.
36

37 (c) The decision of the Planning, Building and
38 Public Works Department shall be final unless an aggrieved
39 person appeals that decision to the Hearing Examiner by filing a
40 written notice of appeal within 10 days of such decision in
41 accordance with the Hearing Examiner code.

Sec. 435. 18.195.430. Landscape performance requirements.

(1) All landscaping required pursuant to this chapter shall be installed prior to issuance of a certificate of occupancy, unless the Planning, Building and Public Works Department approves a request for an extension due to adverse weather conditions. Extensions shall not exceed six months unless adverse weather conditions persist for an unusual length of time.

(2) If extension of installing landscape improvements is granted, the owner shall post a performance bond, letter of credit, or other security device acceptable to the City in an amount equal to 120 percent of the estimated value of the landscape materials including labor, shown on an approved landscaping plan. The owner shall also provide a complete bid proposal from a qualified installer stating that such landscaping can be installed (labor and material) for the bond amount. The bid must remain acceptable by installer for a period of two months longer than the requested extension time. If required landscaping has not been installed within the period allowed by this chapter, including any extension granted by the City, the City may enter upon the property and use the performance bond or other security device to perform work necessary to implement the landscape plan.

(3) It shall be the responsibility of the project manager or business owner to contact the Planning, Building and Public Works Department upon completion of the landscaping work and request inspection.

(4) The Planning, Building and Public Works Department may inspect the landscaping upon request of the project manager or business owner or at any time after the expiration of the extension date.

Sec. 436. 18.195.440. Enforcement. This chapter shall be enforced in the manner specified in DMMC 18.01.080 through 18.01.110.

ARTICLE V. SOLID WASTE CONTAINERS

Sec. 437. 18.195.450. Solid waste container screening required in Multifamily Residential and Commercial Zones.

(1) All solid waste containers located in Multifamily Residential or Commercial Zones shall be screened from abutting properties and public rights-of-way by a 100 percent sight-obscuring fence, wall, or other enclosure. Such solid waste container enclosure may be permanent or portable.

(2) The Planning, Building and Public Works Director may waive the requirements of this section upon written findings that undue hardship and results inconsistent with the intent of this chapter would result. The method by which such screen is achieved is left to the discretion of the property owner, although the City encourages compatibility with building and site characteristics, such as repetition of main building materials, color and texture, except the Planning, Building and Public Works Director may require specific design features as are necessary to meet the intent of this chapter.

Sec. 438. 18.195.460. Area for solid waste containers required. Area for solid waste containers shall be provided in all Commercial and Multifamily developments. Planned unit developments designed for individual dwelling solid waste service are excluded from this requirement. Area for containers for both garbage and recyclable materials shall be provided. The Planning, Building and Public Works Director may develop administrative guidelines regarding the size and location of areas for solid waste containers.

1 **Sec. 439. 18.195.470. Location of private solid waste**
2 **containers.**

3
4 (1) No solid waste container in multifamily or
5 commercial zones shall be located upon a public right-of-way or
6 within a designated driveway or private access street.

7
8 (2) Parking spaces shall not be used for solid waste
9 containers, except the Planning, Building and Public Works
10 Director is authorized to permit the dedication of one parking
11 space on developed sites for a solid waste enclosure pursuant to
12 the screening standards stated in DMMC 18.195.460 when the
13 property owner can demonstrate that no other practical location
14 for the enclosure exists.

15
16 **Sec. 440. 18.195.480. Location and screening of public**
17 **solid waste containers.** Solid waste containers placed for the
18 purpose of supporting waste reduction and/or the health and
19 sanitation needs of the general public shall be located,
20 screened, and/or designed in such a manner as to employ a
21 maximum of screening commensurate with utility and convenience
22 of use by the public populations that the containers serve. When
23 sight-obscuring screening methods are impractical, the
24 containers shall be so screened and/or designed to minimize
25 unsightliness, to blend with the surroundings, and with special
26 consideration given to public liability and prevention of
27 vandalism or theft.

28
29 **Sec. 441. 18.195.490. Exemptions.** Solid waste
30 container screening shall not be required for the following:

31
32 (1) Single-family residences when solid waste
33 containers 90 gallons or less are used;

34
35 (2) Mobile home parks when individual solid waste
36 containers 90 gallons or less are used and such containers are
37 located adjacent to the dwelling unit they serve;

38
39 (3) Temporary construction solid waste containers
40 during the period of land clearing, grading, and construction;

41
42 (4) Temporary solid waste containers used for a period
43 not exceeding 30 days;

(5) Containers that are owned by the City or a nonprofit corporation whose objectives are the beautification of the City or improvement of the business climate of the City, which receptacles have been placed as street furniture or otherwise with the permission of the City and with the approval of the Planning, Building and Public Works Director as to design and location; and

(6) Containers, including street furniture, in commercial and multifamily zones that have been approved by the Planning, Building and Public Works Director as to design and location.

Chapter 18.200

Signs

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18
19 **Article VI ADMINISTRATION AND ENFORCEMENT**

20 18.200.320 Removal of unlawful signs - Notice
21 18.200.330 Nonconforming signs
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23
24 **ARTICLE I. GENERAL PROVISIONS**

25
26 **Sec. 442. 18.200.010. Title.** This chapter shall be
27 entitled "Signs."

28
29 **Sec. 443. 18.200.020. Application.** This provisions of
30 this chapter shall be applicable to all zones as set forth
31 herein.

32
33 **Sec. 444. 18.200.030. Purpose.** It is the purpose of
34 this chapter to safeguard the life, health, property, and
35 welfare of the citizens of the City by regulating and
36 controlling the design, construction, location, use,
37 illumination, and maintenance of signs and sign structures
38 visible from any portion of public property or rights-of-way.
39 The intent of the standards set forth in this chapter is:

40
41 (1) To protect the right of business to identify its
42 premises and advertise its products through the use of signs
43 without undue hindrance or obstruction.

1
2 (2) To encourage the design of signs that attract and
3 invite rather than demand the public's attention and to curb the
4 proliferation of signs.

5
6 (3) To encourage the use of signs that enhance the
7 visual environment of the City.

8
9 (4) To assure equal protection and fair treatment under
10 the law through consistent application of the regulations and
11 consistent enforcement.

12
13 (5) To promote the enhancement of business and
14 residential properties and neighborhoods by fostering the
15 erection of signs complementary to the buildings and uses to
16 which they relate and which are harmonious with their
17 surroundings.

18
19 **Sec. 445. 18.200.040. Authority.** This chapter is
20 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
21 36.70A RCW and other applicable laws.

22
23 **Sec. 446. 18.200.050. Definitions.**

24
25 "Abandoned sign" means a sign that no longer correctly
26 identifies, exhorts, or advertises any person, business, lessor,
27 owner, product, or activity conducted or available on the
28 premises where the sign is located.

29
30 "Advertising copy" means any letters, figures, symbols,
31 logos, or trademarks which identify or promote the sign user or
32 any product or service; or which provides information about the
33 sign user, the building or the products or services available.

34
35 "Awning" means a cloth structure attached to, supported
36 by, and projecting from a building and providing protection of
37 the weather elements. Also called a "canopy."

38
39 "Awning sign" means any sign which forms part of or is
40 integrated into an awning and which does not extend beyond the
41 limits of the awning.

42

1 "Building" means a roofed and walled structure built for
2 permanent use.

3
4 "Changing message center" means an electronically
5 controlled message center with different copy changes of a
6 public service or commercial nature.

7
8 "Comprehensive design plan" means building, design,
9 landscaping, and signs integrated into one architectural plan,
10 the comprehensive plan being complete in all other building,
11 structural, and electrical requirements.

12
13 "Double-faced sign" means a sign that has a sign on
14 opposite sides of a single display surface or sign structure.

15
16 "Electrical sign" means a sign or sign structure in which
17 electrical wiring, connections and/or fixtures are used as part
18 of the sign proper.

19
20 "Facade" means the entire building front or street wall
21 face of a building extending from the grade of the building to
22 the top of the parapet or eaves and the entire width of the
23 building elevation or elevations.

24
25 "Flashing sign" means a sign with any portion thereof
26 which changes light intensity or switches on and off in a
27 constant pattern or contains moving parts or the optical
28 illusion of motion caused by use of electrical energy or
29 illumination.

30
31 "Freestanding sign" means a sign attached to the ground
32 and supported by uprights placed on or in the ground.

33
34 "Frontage" means the measurement of the length of the
35 property line along a street.

36
37 "Grade" means the elevation as measured at the relative
38 ground level in the immediate vicinity of the sign.

39
40 "Ground sign" means a freestanding sign that is less than
41 five feet in height.

42

1 "Incidental sign" means a small nonelectric information
2 sign two square feet or less in area which pertains to goods,
3 products, services, or facilities which are available on the
4 premises where the sign occurs and is intended primarily for the
5 convenience of the public while on those premises.

6
7 "Information sign" means a sign which gives directional
8 information or identifies specific use areas and which is
9 necessary to maintain the orderly internal use of the premises,
10 such as those signs which identify employee parking, shipping,
11 clearance, or which restrict ingress and egress. Excluded from
12 this definition are signs which are not directly related to an
13 identified need for orderly internal use of the property and
14 off-premises or portable signs.

15
16 "Inspector" includes any City employee working under the
17 authority and direction of the City Manager or the City
18 Manager's designee.

19
20 "Landscaping" means any material used as a decorative
21 feature, such as textured concrete bases, planter boxes,
22 rockeries, driftwood, pole covers, decorative framing, and
23 shrubbery or planting materials, used in conjunction with a
24 sign, which expresses the theme of the sign but does not contain
25 advertising copy.

26
27 "Mansard roof" means a sloped roof or roof-like facade
28 architecturally able to be treated as a building wall.

29
30 "Marquee" means a permanent structure attached to,
31 supported by, and projecting from a building and providing
32 protection from the weather elements, but does not include a
33 projecting roof. For the purposes of this chapter, a
34 freestanding permanent roof-like structure providing protection
35 from the elements, such as a service station gas pump island,
36 will also be considered a marquee.

37
38 "Marquee sign" means any sign which forms part of or is
39 integrated into a marquee and which does not extend beyond the
40 limits of the marquee.

41
42 "Monument sign" means a sign above grade which is mounted
43 or attached to a wide base or grade. These signs are composed of

1 a sign face and a sign base. The base and architectural detail
2 must be consistent with the character of the primary structure.

3
4 "Multiple-building complex" means a group of structures
5 housing at least one retail business, office, commercial
6 venture, or independent or separate part of a business located
7 on different properties but with shared accesses and parking
8 facilitates.

9
10 "Multiple business property" means a single property
11 housing more than one retail business, office, or commercial
12 venture in a single structure; but not including residential
13 apartment buildings or shopping centers.

14
15 "Off-premises directional sign" means a sign erected for
16 the purpose of directing pedestrian or vehicular traffic to a
17 facility, service, or business located on other premises.

18
19 "On-premises sign" means a sign which carries only
20 advertisements strictly applicable to a lawful use of the
21 premises on which it is located, including signs or sign devices
22 indicating the business transacted, principal services rendered,
23 and goods sold or produced on the premises, name of the
24 business, name of the person, firm, or corporation occupying the
25 premises.

26
27 "Perimeter" means the boundary lines used to define the
28 extent of an area.

29
30 "Person" means any person, firm, partnership,
31 association, corporation, company, institution, or organization.

32
33 "Pole sign" means any freestanding sign more than five
34 feet in height that does not meet the definition of monument
35 sign. These signs are composed of the sign cabinet or base and
36 the sign pole or pylon by which it connects to the ground.

37
38 "Portable sign" means a sign which is not permanently
39 affixed and is designed for or capable of being moved, except
40 those signs explicitly designed for people to carry on their
41 person.

42

1 “Premises” means the real estate (as a unit) which is
2 involved by the sign or signs mentioned in this chapter.

3
4 “Projecting sign” means a sign which is attached to and
5 projects more than one foot from a structure or building face.

6
7 “Public commercial parking area” means an open area other
8 than a street, alley, or private parking area serving the
9 occupants, patrons, or employees of a dwelling, hotel, business,
10 or apartment to which the private parking area is appurtenant,
11 which area is used for the parking of more than four
12 automobiles.

13
14 “Reader board” means a sign face designed with readily
15 changeable letters allowing frequent changes of copy either
16 manually or electronically.

17
18 “Real estate sign” means a portable or freestanding sign
19 erected by the owner or his agent advertising the real estate
20 upon which the sign is located for rent, lease, or sale or
21 directing to the property.

22
23 “Revolving sign” means a sign which rotates or turns in
24 motion in a circular pattern.

25
26 “Roof line” means the top edge of a roof or parapet; the
27 top line of a building silhouette.

28
29 “Roof sign” means a sign supported by and erected on or
30 above the roof line of a building or structure.

31
32 “Shopping center” means a grouping of retail business
33 and/or service uses on a single development site consisting of
34 five acres or more housed in multiple structures or a single
35 building with common parking facilities.

36
37 “Sign” means any visual communication device, structure,
38 or fixture which is visible from off premises and which directs
39 attention to an object, product, place, activity, facility,
40 service, event, attraction, person, institution, organization,
41 business, or building. Painted wall designs or patterns which do
42 not represent a product, service, or trademark or which do not
43 identify the user are not considered signs.

1
2 "Sign area" means the entire area within a circle or
3 polygon enclosing the extreme limits of the advertising message
4 together with any frame or decoration forming an integral part
5 of the display or used to differentiate the sign from the
6 background against which it is placed. If the sign is composed
7 of more than two sign cabinets or modules, the area enclosing
8 the entire perimeter of all cabinets and/or modules within a
9 single square or rectangular figure is the area of the sign.
10 Multi-sided signs, signs composed of two or more sides of equal
11 area attached to each other but occupying different planes,
12 shall have their areas computed by excluding the area of one
13 side from the sum of the areas of all other sides. The total
14 surface area of spherical or cylindrical signs is the sign area.

15
16 "Sign height" means the vertical distance from grade to
17 the highest point of a sign or any vertical projection thereof,
18 including its supporting columns.

19
20 "Sign structure" means any structure which supports or is
21 designed to support any sign as defined in this chapter. A sign
22 structure may be a single pole and may or may not be an integral
23 part of the building.

24
25 "Single business property" means a single structure
26 housing one business located on a single property without shared
27 access and/or parking facilities.

28
29 "Street" means a right-of-way, dedicated to the public
30 use, which provides vehicular access to adjacent properties.

31
32 "Street frontage" means the linear frontage of a single
33 parcel of property or common development site abutting a public
34 street.

35
36 "Temporary construction sign" means a sign jointly
37 erected and maintained on premises undergoing construction, by
38 an architect, contractor, subcontractor, and/or materialman,
39 upon which property the individual is furnishing labor or
40 material.

41
42 "Temporary sign" means any sign or advertising display
43 constructed of cloth, canvas, light fabric, paper, cardboard, or

1 other light materials, with or without frames, intended to be
2 displayed for a limited time only. Signs painted upon window
3 surfaces which are readily removed by washing shall be
4 considered temporary signs.

5
6 "Under marquee sign" means a sign attached to and
7 suspended from the underside of a marquee or canopy.

8
9 "Wall sign" means a sign attached or erected parallel to
10 and extending not more than one foot from the facade or face of
11 any building to which it is attached and supported throughout
12 its entire length, with the exposed face of the sign parallel to
13 the plane of the wall or facade. Signs incorporated into mansard
14 roofs, marquees, or canopies shall be treated as wall signs.

15 16 17 **ARTICLE II. PERMITS**

18
19 **Sec. 447. 18.200.060. Required.** No sign shall be
20 erected, re-erected, constructed, painted, posted, applied,
21 altered, structurally revised, or repaired except as provided in
22 this chapter. A separate permit shall be required for a sign or
23 signs for each business entity and/or a separate permit for each
24 group of signs or a single supporting structure installed
25 simultaneously. Thereafter, each additional sign erected on the
26 structure must have a separate permit.

27
28 **Sec. 448. 18.200.070. Exemptions.** The following shall
29 not require a sign permit; these exemptions shall not be
30 construed as relieving the owner of a sign from the
31 responsibility of its erection and maintenance and its
32 compliance with the provisions of this chapter or any other law
33 or ordinance regulating the same:

34
35 (1) The changing of the advertising copy or message on
36 a lawfully erected, painted, or printed sign, theater marquee,
37 or similar signs specifically designed for the use of
38 replaceable copy.

39
40 (2) Painting, repainting or cleaning of a lawfully
41 erected sign structure or the changing of the advertising copy
42 or message thereon and other normal maintenance unless a
43 structural or electrical change is made.

1
2 (3) Temporary decorations customary for special
3 holidays, such as Christmas and Independence Day, erected
4 entirely on private property.

5
6 (4) Real estate signs subject to the following
7 requirements:

8
9 (a) Signs shall not exceed eight square feet in
10 residential zones and 24 square feet in commercial zones.

11
12 (b) Signs shall be limited to one sign per street
13 frontage on the premises for sale, lease, or rent, and five
14 portable directional signs to such property.

15
16 (c) Portable off-premises directional real estate
17 signs providing directions to an open house at a specified
18 residence or commercial building that is offered for sale or
19 rent are permitted only when:

20
21 (i) Signs are not placed on trees, foliage,
22 utility poles, or placed on or interfere with official traffic
23 control devices and their support structures installed by the
24 City traffic engineer or the state.

25
26 (ii) Each sign does not exceed four square
27 feet in area and 36 inches in height.

28
29 (iii) The agent or seller is physically
30 present at the property for sale or rent.

31
32 (iv) The total number of directional signs
33 is limited to five.

34
35 (v) Each sign if located in the public
36 right-of-way is subject to the requirements and regulations of
37 subsection (12)(e) through (k) of this section.

38
39 (vi) The signs may only be in place on the
40 day of the open house.

41
42 (5) On-premises information signs guiding or directing
43 traffic onto or off of a lot or within a lot, incidental signs,

1 and internal information signs not over eight square feet in
2 area and do not exceed six feet in height. The information or
3 copy displayed by or on any internal informational sign shall be
4 limited to only those letters and/or symbols necessary to convey
5 the required message in as brief a manner as reasonably possible
6 and shall not advertise in any manner the facility occupying the
7 premises nor goods or services available nor hours of operation.

8
9 (6) Political signs subject to the following
10 requirements:

11
12 (a) Political signs promoting or publicizing
13 candidates for public office or issues that are to be voted upon
14 in a general or special election may be displayed on private
15 property. Such signs shall be removed within 10 days following
16 the election; provided, that signs promoting successful
17 candidates in a primary election may remain displayed until 10
18 days following the immediately subsequent general election.

19
20 (b) It is prohibited for any person to paste,
21 paint, affix, or fasten a political sign on any tree, foliage,
22 utility pole, on any public building or structure, or on or to
23 interfere with any official traffic control device and their
24 support structures installed by the City traffic engineer or the
25 state.

26
27 (c) Political signs posted within public right-
28 of-way are subject to the requirements and regulations of
29 subsection (12)(e) through (k) of this section. Additionally,
30 political signs in the right-of-way are limited to a maximum
31 surface area of four square feet and a maximum height of five
32 feet.

33
34 (d) It shall be the responsibility of the
35 candidate to have the signs removed.

36
37 (7) One nonelectrical and nonilluminated business
38 identification sign not over thirty-six (36) square feet in area
39 if allowed in that zone.

40
41 (8) One on-premises nonilluminated bulletin board not
42 over twenty-four (24) square feet in area for a charitable or
43 religious organization.

1
2 (9) For each street frontage of the premises, one
3 nonilluminated temporary construction sign denoting the
4 architect, engineer, and/or contractor when placed on work under
5 construction, and not exceeding 32 square feet in area.
6

7 (10) Memorial signs or tablets, including names of
8 buildings, and date of erection when cut into a masonry surface
9 or when constructed of bronze or other noncombustible materials.
10

11 (11) Nonelectrical identification signs which contain no
12 more than the name and address of the dweller or tenant of a
13 residence shall be allowed. Only one such sign not over two
14 square feet in area shall be allowed for each street frontage of
15 a residential dwelling within the City.
16

17 (12) Portable signs located in the public right-of-way
18 subject to the following requirements:
19

20 (a) Signs shall not be affixed to the ground,
21 including through the use of stakes or other means that may
22 damage property.
23

24 (b) No more than two signs are allowed per
25 business and no person may have more than two signs at any one
26 time.
27

28 (c) Sign area shall neither exceed six square
29 feet per sign face nor 36 inches in height.
30

31 (d) Signs are allowed only during the hours of
32 operation of the business or for the duration of special events
33 and must be taken indoors each day.
34

35 (e) Signs may not be placed on or attached to
36 other objects, including but not limited to buildings,
37 structures, trees, plants, utility poles, utility boxes, utility
38 equipment, other signs, or on or to interfere with any official
39 traffic control device and their support structures installed by
40 the City traffic engineer or the state.
41

1 (f) Signs shall not be placed in a manner that
2 interferes with vehicle, bicycle, wheelchair, or pedestrian
3 sight line views, or travel.

4
5 (g) Signs shall not be placed in street medians
6 or traffic islands.

7
8 (h) Signs shall not be placed in a manner that
9 will damage City landscaping, irrigation or other City
10 infrastructure or obstruct a drainage system. Any damage as the
11 result of the placement of the portable sign will be the
12 responsibility of the owner of the sign.

13
14 (i) Signs shall have a professional appearance
15 and be maintained in good condition so as to preserve the
16 aesthetic value of the total environment.

17
18 (j) Signs shall have a name and contact phone
19 number or other contact information on them.

20
21 (k) Signs placed in violation of this subsection
22 (12) are subject to immediate removal and may be subject to
23 destruction by the City, without prior notice. If the owner of
24 the sign is present at the time of removal, the owner is given
25 an opportunity to remove the sign immediately.

26
27 (13) Signs used exclusively for:

28
29 (a) Display of official notices used by any
30 court, public body, or official, or for the posting of notices
31 by any public officer in the performance of a public duty, or by
32 any person in giving legal notice; provided, however, that such
33 notices are subject to the requirements and regulations of
34 subsection (12)(e) through (k) of this section.

35
36 (b) Official directional, warning, or information
37 signs of a public or nonprofit entity erected by or with the
38 approval of the City; provided, however, the design and
39 placement of such signs shall be subject to the approval of the
40 City Manager or the City Manager's designee and, if located in
41 the public right-of-way, shall require a right-of-way use permit
42 and shall be subject to the requirements and regulations of
43 subsection (12)(e) through (k) of this section. All such signs

1 shall be installed by or under the direction of the City Manager
2 or the City Manager's designee and may be removed by the City if
3 they become damaged, unsightly, or otherwise fall into a state
4 of disrepair. Upon such removal, replacement signs may be
5 installed. The City Manager or the City Manager's designee is
6 authorized to establish a fee schedule for labor, equipment, and
7 materials expended from public funds for installation of signs
8 and/or posts.

9
10 (14) Official traffic control devices and their support
11 structures installed by the City traffic engineer or state.

12
13 (15) Signs not intended to be viewed from and not
14 readable from off premises.

15
16 (16) Window merchandise displays.

17
18 (17) Point-of-purchase advertising displays, such as
19 product dispensers.

20
21 (18) National flags, flags of political subdivisions and
22 symbolic flags of an institution.

23
24 (19) Barber poles.

25
26 (20) Historic site markers and plaques.

27
28 (21) Gravestones.

29
30 (22) Structures intended for separate use, such as phone
31 booths.

32
33 (23) Identification signs upon recycling collection
34 containers or other collection containers for public, charitable
35 or nonprofit organizations.

36
37 (24) Lettering or symbols painted directly onto or
38 flush-mounted magnetically onto an operable motor vehicle
39 operating in the normal course of business.

40
41 (25) Sculptures, fountains, mosaics, or other public art
42 features that do not incorporate advertising or identification
43 of a business or product.

1
2 (26) Temporary construction signs subject to the
3 following standards:

4
5 (a) Sign shall not exceed 32 square feet.

6
7 (b) No more than one sign is allowed per street
8 frontage.

9
10 (c) Sign shall be removed upon completion of the
11 project, except as provided in DMMC 18.200.140.

12
13 **Sec. 449. 18.200.080. Sign permit applications.**
14 Applications for sign permits shall be made to the City Manager
15 or the City Manager's designee upon forms provided by the City.

16
17 (1) Applications for sign permits shall be accompanied
18 by:

19
20 (a) Two site (plat) plans showing the location of
21 the affected lot, building or buildings, and sign or signs,
22 showing both existing signs and awnings and the proposed sign;

23
24 (b) Two copies of a scale drawing of the proposed
25 sign or sign revision, including size, height, copy, structural
26 and footing details, material specifications, methods of
27 attachment, illumination, landscaping, front and end views of
28 awning, sample of canvas, calculations for dead load and wind
29 pressure, photograph of site and building marked to show where
30 sign or awning is proposed, and any other information required
31 to ensure compliance with appropriate laws;

32
33 (c) Written consent of the owner of the building,
34 structure, or property where the sign is to be erected;

35
36 (d) A permit fee as set by written administrative
37 directive.

38
39 (2) Exceptions.

40
41 (a) The City Manager or the City Manager's
42 designee may waive submission of plans and specifications when
43 the structural aspect is of minor importance.

1
2 (b) If the sign to be installed is to replace a
3 nonconforming sign, the permit and plan check fees may be waived
4 at the discretion of the City Manager or the City Manager's
5 designee.
6
7

Sec. 450. 18.200.090. Inspections.

(1) All signs controlled by this chapter are subject to periodic inspection by the inspector. The inspector shall keep records reflecting inspection dates and results thereof.

(2) Footing inspections shall be made by the inspector for all signs having footings.

(3) Every new sign shall bear the permit number and date of issue prominently and permanently affixed.

(4) Every temporary sign requiring a permit shall bear a legible notation of its expiration date.

(5) If the inspector is required to reinspect a new installation due to no fault of the inspector, a reinspection fee shall be charged in accordance with administration directive.

Sec. 451. 18.200.100. Variances. No variances are permitted from the requirement of this chapter; provided, however, that nothing prevents any interested party from appealing administrative decisions in accordance with the Hearing Examiner Code.

Sec. 452. 18.200.110. Special use permits. The City Manager or the City Manager's designee is authorized to grant a special use permit for the following purposes:

(1) Temporary signs, banners and/or posters not exceeding 40 square feet, strings of pennants, ribbons, flags, streamers, balloons, spinners, or other devices of a carnival nature may be permitted for temporary or special events, such as a grand opening, but such use shall not exceed 45 days within a three-month period. No more than three types of temporary signs may be displayed at any one time.

(2) Temporary signs exceeding 40 square feet but not exceeding 200 square feet may be permitted for temporary or special events, such as a grand opening, but such use shall not exceed 45 days. Only five such permits shall be issued to any

1 business during a calendar year. The total aggregate of
2 temporary signs shall be no more than 400 square feet.

3
4 (3) Inflatable displays exceeding 40 square feet and
5 searchlights may be permitted for temporary or special events,
6 such as a grand opening, but such use shall not exceed 10 days.
7 Only three such permits shall be issued to any business during a
8 calendar year.

9
10 (4) Off-premises directional signs advertising group
11 sales of single-family residences or condominiums; provided, the
12 following conditions shall apply:

13
14 (a) Each sign permitted under this section may
15 contain two sign faces, each of which is no larger than 16
16 square feet, and no more than two signs per group sale shall be
17 permitted;

18
19 (b) The maximum height of any such sign shall be
20 eight feet from grade;

21
22 (c) The maximum duration of any such sign shall
23 be 90 days or whenever the property advertised in the sign is
24 sold, whichever occurs first; provided, the special permit may
25 be renewed and reissued for additional 90-day periods if the
26 property advertised in the sign has not been sold;

27
28 (d) An applicant who is granted a permit under
29 this section shall relinquish the general privilege to place
30 three off-premises directional signs per property under the
31 provisions of DMMC 18.200.070 but shall be permitted to place an
32 additional three off-premises directional signs for the entire
33 group sale; provided, such signs comply with the requirements in
34 DMMC 18.200.070.

35
36

ARTICLE III. COMPREHENSIVE DESIGN PLAN PERMITS

Sec. 453. 18.200.120. Purpose. The requirements and restrictions of this chapter may be modified by the City Manager or the City Manager's designee when an applicant is using a comprehensive design plan to integrate signs into the framework of the building or buildings, landscaping, and other design features of the property, utilizing an overall design theme. Comprehensive design may be used on an existing building where the facade is being altered, new construction or in freestanding signs.

Sec. 454. 18.200.130. Application - Supplementary material. Applications for comprehensive design plan permits shall be submitted on forms provided by the City Manager or the City Manager's designee and shall be accompanied by the following:

(1) A narrative describing the proposed plan, including, but not limited to, the following information:

(a) How the physical components of the sign structure relate to the copy area, detailing legibility and readability factors based on traffic speed, sign placement, and letter size;

(b) How the sign(s) relate to the immediate surroundings, including buildings, other signs, landscaping, and other decorative features;

(c) How the sign or signs relate to the desired land use characteristics promoted by the comprehensive plan and this chapter;

(d) How the elements and design of the sign(s) promote and enhance the overall design theme established by the adopted design guidelines for the Marina District or the Pacific Ridge neighborhood;

(e) Evaluation of potential adverse effects on adjacent property.

1 (2) A site plan and colored renderings of the sign(s)
2 and building faces on which the signs will be mounted. Graphic
3 submittals shall illustrate how the total sign proposal will
4 appear from the street(s) from which the signage is intended to
5 be seen.

6
7 (3) Regular sign permit application.
8

9 **Sec. 455. 18.200.140 Criteria for granting.** The City
10 Manager or the City Manager's designee shall employ the
11 following criteria when evaluating the proposed comprehensive
12 signage plan;
13

14 (1) Whether the proposal manifests an exceptional
15 effort toward creating visual harmony between the sign,
16 buildings, and other components of the subject property through
17 the use of a consistent design theme;
18

19 (2) Whether the sign or signs promote the planned land
20 use in the area of the subject property and enhance the
21 aesthetics of the surrounding area;
22

23 (3) Whether the sign placement and size obstructs or
24 interferes with any other signs or property in the area or
25 obstructs natural or scenic views;
26

27 (4) Whether the proposed sign or signs is/are better
28 coordinated, more harmonious with surrounding development
29 including other signage and the architectural concepts employed
30 in the building's site then could be installed under existing
31 criteria in this chapter.
32

33 34 **ARTICLE IV. PROVISIONS APPLICABLE IN ALL ZONES** 35

36 **Sec. 456. 18.200.150. Structural requirements.** The
37 structure and installation of all signs within the City shall be
38 governed by the applicable provisions of Title 14 DMMC.
39

40 **Sec. 457. 18.200.160. Prohibited signs.** The following
41 signs are prohibited:
42

43 (1) Abandoned signs;

1
2 (2) Signs or sign structures, which by coloring, shape,
3 wording, or location resemble or conflict with official traffic
4 control signs or devices;

5
6 (3) Signs that create a safety hazard for pedestrian,
7 wheelchair, bicycle, or vehicular traffic;

8
9 (4) All flashing signs;

10
11 (5) Signs attached to or placed on a vehicle or trailer
12 parked on public or private property or public right-of-way;
13 provided, however, that this provision shall not be construed as
14 prohibiting the identification of a firm or its products on a
15 vehicle operating during the normal course of business or
16 political signs exempted under 18.200.070(6). Public transit
17 vehicles and taxis are exempt from this provision;

18
19 (6) Off-premises signs, except as provided in DMMC
20 18.200.260; or any one sign for a Des Moines business that is 12
21 square feet or under;

22
23 (7) Any sign affixed to or painted on trees, rocks, or
24 other natural features, or utility poles and the like including
25 advertising signs affixed to or painted on fences;

26
27 (8) Roof signs, except in Pacific Ridge provided that
28 signs do not exceed the allowable building height or
29 freestanding signs standards in DMMC 18.200.300(1);

30
31 (9) All portable reader board signs;

32
33 (10) Strings of pennants, banners, posters, ribbons,
34 streamers, balloons, spinners, searchlights, or other devices of
35 a carnival nature, except as provided in DMMC 18.200.110;

36
37 (11) Home occupation signs;

38
39 (12) Any sign that is not specifically permitted by this
40 chapter.

41
42 **Sec. 458. 18.200.170. Maintenance.** All signs, together
43 with all of their supports, braces, guys, and anchors, shall be

1 maintained in good repair and in a safe, neat, clean, and
2 attractive condition.

3
4 **Sec. 459. 18.200.180. Abandoned signs.** Abandoned signs
5 shall be removed by the owner or lessee of the premises upon
6 which the sign is located within 90 days after the business or
7 service advertised by the sign is no longer conducted on the
8 premises.

9
10 **Sec. 460. 18.200.190. Illumination.** The light directed
11 on, or internal to, any sign shall be so shaded, shielded and/or
12 directed so that the light intensity or brightness shall not
13 adversely affect surrounding or facing premises or adversely
14 affect safe vision of operators of vehicles moving on private or
15 public roads, highways, or parking areas, or adversely affect
16 safe vision of pedestrians on a public right-of-way. Light shall
17 not shine upon nor reflect into residential structures. Beacon
18 lights or searchlights shall not be permitted for advertising
19 purposes except within the commercial zones and in conjunction
20 with temporary or special events not exceeding 10 days as
21 permitted by special use permit. Luminosity shall not exceed 100
22 foot lamberts measured at the sign face.

23
24 **Sec. 461. 18.200.200. Landscaping.** At the time of
25 installation, all freestanding signs shall include landscaping
26 and curbing around the base of the sign to prevent automobiles
27 from hitting the sign structure and to improve the overall
28 visual appearance of the structure. Landscaping shall be in
29 proportion to the size and height of the signs, with a minimum
30 of one-half square foot of landscaping for each square foot of
31 sign area and shall be maintained throughout the life of the
32 sign. No dead shrubs, broken parts, cracked, or extremely
33 chipped material shall be allowed to remain without repair.

34
35 **Sec. 462. 18.200.210. Clearance and sight distance.**
36 Marquees or projecting signs which project over areas where
37 motor trucks may be required to pass beneath them shall maintain
38 a minimum vertical clearance of 15 feet. No marquee or
39 projecting sign may project closer than two feet from the
40 curblin of the street. Signs must maintain a minimum of eight
41 feet of vertical clearance over pedestrian ways.

1 **Sec. 463. 18.200.220. Exposed angle irons and guy wires**
2 **prohibited.** No angle irons, guy wires, or braces used in
3 conjunction with a projecting sign shall be visible, except
4 those which are an integral part of the overall design.
5

6 **Sec. 464. 18.200.230. Electronic reader board and**
7 **changeable message center signs.** Except as provided in
8 subsection (11) of this section, all electronic reader board
9 signs and changeable message center signs shall comply with the
10 following:
11

12 (1) Advertising messages on electronic reader boards
13 and message centers may contain words, phrases, sentences,
14 symbols, trademarks, and logos. A single message or a message
15 segment must have a static display time of at least two seconds
16 after moving onto the reader board or message center, with all
17 segments of the total message to be displayed within 10 seconds.
18 A one-segment message may remain static on the reader board or
19 message center with no duration limit.
20

21 (2) Displays may travel horizontally or scroll
22 vertically onto electronic reader boards or message centers, but
23 must hold in a static position for two seconds after completing
24 the travel or scroll.
25

26 (3) Displays shall not appear to flash, undulate, or
27 pulse, or portray explosions, fireworks, flashes of light, or
28 blinking or chasing lights. Displays shall not appear to move
29 toward or away from the viewer, expand or contract, bounce,
30 rotate, spin, twist, or animate as it moves onto, is displayed
31 on, or leaves the reader board or message center.
32

33 (4) Electronic signs requiring more than four seconds
34 to change from one single message display to another shall be
35 turned off during the change interval.
36

37 (5) Maximum brightness shall not exceed 5,000 nits
38 during daylight hours when measured from the face of the sign
39 and 500 nits from sunset to sunrise when measured from the face
40 of the sign.
41

42 (6) Signs shall have programmable dimming capacity.
43

1 (7) Audio speakers associated with signs allowed under
2 this section are prohibited.

3
4 (8) Signs allowed under this section shall not exceed
5 or be in addition to the total allowable freestanding sign area
6 allowed in the various zones established in Article V of this
7 chapter.

8
9 (9) Signs allowed under this section shall not be used
10 as wall signs and shall not be used as individual tenant signs.

11
12 (10) Electronic reader board and changeable message
13 center signs shall not be placed on, above, or over the right-
14 of-way.

15
16 (11) This section shall not apply to official traffic
17 control devices installed by the City traffic engineer or the
18 state.

19
20 **Sec. 465. 18.200.240. Bonus provisions.** In each of the
21 zones, total sign area may be increased by 25 percent if the
22 business uses only wall signs. Allowable sign area for
23 freestanding signs may be increased by 25 percent if ground
24 signs or monument signs are used instead of pole signs.

25
26

1 **Sec. 466. 18.200.250. Signs prohibited on, above, or**
2 **over right-of-way.**

3
4 (1) Except as provided in subsections (2) and (3) of
5 this section and DMMC 18.200.070, 18.200.300, and 18.200.310, no
6 person shall place a sign of any size or description:

7
8 (a) On, above, or over the right-of-way of a City
9 street;

10
11 (b) On, above, or over the right-of-way of a
12 state highway;

13
14 (c) On a bridge or overpass; or

15
16 (d) On a public or utility improvement.

17
18 (2) For a period of 30 days or less, signs advertising
19 community events sponsored by public service organizations may
20 be placed on, above, or over the right-of-way of a City street
21 or a state highway with the written permission of the City
22 Manager or the City Manager's designee, and an approved right-
23 of-way permit.

24
25 (3) Banners installed over a state highway shall be
26 subject to the requirements established by WAC 468-95-148 and
27 chapter 47.42 RCW. The City Manager or the City Manager's
28 designee is authorized to establish a fee schedule for labor,
29 equipment, and materials expended from public funds for
30 installation of banners.

31
32 (4) This section shall not apply to official traffic
33 control devices installed by the City traffic engineer, or the
34 state.

35
36 **Sec. 467. 18.200.260. Placement.** All signs, except
37 real estate directional signs, political signs, City-operated
38 signs communicating information on City services, community
39 events, and emergency management, and portable signs expressly
40 allowed under DMMC 18.200.070, and off-premises signs approved
41 under DMMC 18.200.110, must be located on the premises or events
42 or activities of the business that they identify or advertise.
43 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 18.200.110 and DMMC 18.200.160.

ARTICLE V. PROVISIONS APPLICABLE TO SPECIFIC ZONES

Sec. 468. 18.200.270. Applicability. In addition to the provisions in Article IV, the regulations in this article shall apply within the various zones.

Sec. 469. 18.200.280. Residential. The following signs are permitted in all residential zones:

(1) One nonelectrical identification sign per street frontage not exceeding two square feet which contains no more than the name and address of the dweller or tenant of the residence;

(2) One nonelectric identification sign per entrance to a subdivision; providing, that the sign does not exceed 24 square feet in area;

(3) Except in the PR-R Zone where a wall sign for a nonresidential use within a mixed-use development may be illuminated, one nonelectric identification sign, not exceeding 24 square feet, per street frontage for nonresidential uses allowed in the residential zones;

(4) Community centers, schools, and churches are permitted one unlit wall sign no larger than forty (40) square feet in area and one freestanding sign not exceeding eighty (80) square feet in area and ten (10) feet in height including a readerboard not exceeding thirty-two (32) square feet in area.

Signs are allowed as provided in DMMC 18.200;

(5) Temporary signs not exceeding 16 square feet per street frontage for nonresidential uses in a residential zone;

1
2 (6) In areas zoned for multiple-family residences,
3 other than duplexes, one nonelectric identification sign not
4 exceeding 24 square feet per street frontage and appropriate to
5 the architectural design and landscape;
6

7 (7) In the PR-R zone, on-site real estate signs for the
8 individual dwellings shall be displayed together within or on a
9 sign cabinet or display board. One display cabinet or board
10 shall be allowed per street frontage;
11

12 (8) No pole signs shall be permitted and monument signs
13 may not exceed 10 feet in height except by special use permit.
14 No off-premises signs shall be permitted except as authorized by
15 this chapter;
16

17 (9) Internally illuminated signs shall be constructed
18 using individual letters/characters, or sign cabinets with an
19 opaque field or background so that only the individual
20 letters/characters are illuminated.
21

22 **Sec. 470. 18.200.290. Neighborhood Commercial Zones.**
23 The following signs are permitted in the Neighborhood Commercial
24 Zone (N-C) and commercially zoned properties located in the
25 Redondo neighborhood;
26
27

28 (1) Total sign area for a single business shall not
29 exceed one square foot per lineal foot of street frontage up to
30 a maximum of 100 square feet and freestanding signs may not
31 exceed 40 square feet. No freestanding sign shall exceed the
32 height of the primary use structure;
33

34 (2) Revolving signs are prohibited;
35

36 (3) Temporary signs are permitted as provided in DMMC
37 18.200.070;
38

39 (4) Projecting signs are prohibited.
40

41 **Sec. 471. 18.200.300. Commercial Zones.** The following
42 signs are permitted in the Pacific Ridge Commercial Zone,
43 Business Park Zone, and all commercial zones abutting Pacific

1 Highway South that are not within the Pacific Ridge
2 neighborhood:

3
4 (1) Freestanding Signs. For single business properties,
5 multiple-tenant buildings, multiple-building complexes, and
6 shopping centers, freestanding signs are allowed as follows:

7
8 (a) Number of Freestanding Signs.

9
10 (i) For building sites with up to 300 feet
11 of street frontage, one sign is allowed.

12
13 (ii) For building sites with more than 300
14 feet of street frontage and having more than one vehicular
15 access, two signs are allowed; provided, that the total
16 allowable sign area is not exceeded and the signs are more than
17 100 feet apart.

18
19 (b) Freestanding Sign Size.

20
21 (i) Each sign allowed shall not exceed 100
22 square feet in area.

23
24 (ii) For properties with less than 80 feet
25 of street frontage, sign area shall not exceed one square foot
26 of sign area for each lineal foot of street frontage.

27
28 (c) Freestanding Sign Height.

29
30 (i) For single business properties and
31 multiple business properties, freestanding signs shall not
32 exceed 20 feet in height as measure from median sidewalk grade.

33
34 (ii) For shopping centers and multi-building
35 complexes freestanding signs shall not exceed 20 feet in height
36 as measured from median sidewalk grade.

37
38 (d) Allowed signs, sign area, or sign height may
39 not be transferred from one street frontage to another.

40
41 (e) The City Manager or the City Manager's
42 designee may approve monument signs located on a separate parcel

1 of property within a multiple-building complex or shopping
2 center when the following conditions exist.

3
4 (i) The multiple-building complex or
5 shopping center appears and functions as one building site; and

6
7 (ii) The monument sign appears and functions
8 as an on-premises sign; and

9
10 (iii) The approval would not result in
11 additional signs or sign area for the multiple-building complex
12 or shopping center than would otherwise be allowed; and

13
14 (iv) All monument and wall signs within the
15 multiple-building complex or shopping center conform to the
16 provisions of this chapter.

17
18 (f) Freestanding signs shall not be located on,
19 above, nor project over the public right-of-way.

20
21 (2) Wall signs.

22
23 (a) Each single business property is permitted a
24 total sign area not to exceed two square foot per lineal foot of
25 street frontage, up to a maximum of 200 square feet or no more
26 than ten percent (10%) of the front wall size, whichever is
27 larger.

28
29 (b) Each multiple business property is permitted
30 a total sign area not to exceed 20 square feet plus 40 square
31 feet per licensed business; provided, however, that each
32 business must be guaranteed a minimum of at least 25 square feet
33 signage.

34
35 (c) Each multi-building complex and shopping
36 center is permitted a total sign area not to exceed 150 square
37 feet plus 40 square feet per licensed business; provided,
38 however, that each business must be guaranteed a minimum of at
39 least 35 square feet signage.

40
41 (d) Except for buildings containing multiple
42 business, wall signage shall not extend horizontally a distance

1 greater than 50 percent of the width of the building wall on
2 which it is displayed.

3
4 (e) Allowed wall signage is not transferable from
5 one property to another; except within a shopping center or
6 multi-building complex.

7
8 (f) Wall signs shall not be placed higher than 35
9 feet above median sidewalk grade.

10
11 (g) Projecting signs may not project further than
12 six feet from the surface of the building. A right-of-way use
13 permit shall be required for signs projecting over the public
14 right-of-way.

15
16 (3) Reader board signs and changeable message center
17 signs are permitted as per the requirements established in DMMC
18 18.200.230.

19
20 (4) Gasoline price signs shall not be located in, nor
21 project over, the public right-of-way and shall not be portable.
22 Such signs may be freestanding or attached to canopy columns.
23 The area of the price sign shall not count towards the allowed
24 total wall or freestanding signage.

25
26 (5) Temporary signs shall be permitted as provided in
27 DMMC 18.200.110.

28
29 **Sec. 472. 18.200.310. Marina District.** The following
30 signs are permitted on commercially-zoned properties within the
31 Marina District as established by the Des Moines Comprehensive
32 Plan:

33
34 (1) Each public commercial parking lot may have one
35 sign per street frontage not exceeding 24 square feet in sign
36 area.

37
38 (2) Reader board signs and changeable message center
39 signs are permitted as per the requirements established in DMMC
40 18.200.230.

41
42 (3) Projecting signs may not project further than six
43 feet from the surface of the building. A right-of-way use permit

1 shall be required for signs projecting over the public right-of-
2 way.

3
4 (4) Freestanding signs may not exceed 15 feet in height
5 as measured from the sidewalk grade, and shall not be located on
6 or above, nor project over the public right-of-way.

7
8 (5) No more than one freestanding sign is permitted for
9 properties with less than 300 feet of street frontage. Multiple
10 business properties or multi-building complexes with over 300
11 feet of street frontage and more than one vehicular access are
12 allowed one additional freestanding sign; provided, that the
13 total allowable sign area is not exceeded and the signs are over
14 100 feet apart.

15
16 (6) Each single business property is permitted a total
17 sign area not to exceed two square feet per lineal foot of
18 street frontage, up to a maximum of 200 square feet.
19 Freestanding signs may not exceed 50 square feet.

20
21 (7) Each multiple business property or multi-building
22 complex is permitted one freestanding sign not to exceed one
23 square foot per lineal foot of street frontage up to a maximum
24 of 100 square feet. Each business within shall be permitted a
25 wall sign not to exceed one square foot per lineal foot of
26 street frontage; provided, however, that each business must be
27 guaranteed a minimum of at least 24 square feet regardless of
28 street frontage.

29
30 (8) Gasoline price signs shall not be located in, nor
31 project over, the public right-of-way, and shall not be hand
32 written. Such signs may be freestanding or attached to canopy
33 columns. The area of the price sign shall not count towards the
34 allowed total wall or freestanding signage.

35
36 (9) Temporary signs shall be permitted as provided in
37 DMMC 18.200.070.
38

ARTICLE VI. ADMINISTRATION AND ENFORCEMENT

Sec. 473. 18.200.320. Removal of unlawful signs - Notice. The City Manager or the City Manager's designee may order the removal of any sign erected, installed, or maintained in violation of this chapter pursuant to DMMC 18.01.080 and the provisions set forth below.

(1) Signage, general. Any property owner or occupant erecting or maintaining signage not in compliance with the provisions of this chapter, except portable signs which are regulated in subsection (2) of this section, shall be given written notice, by certified letter, specifying the violation and a direction to correct the violation or remove the sign within 30 days. Such notice shall be given to the holder of the sign permit or, if no permit exists, to the named owner of the land where the sign is erected. In the event the violation is not corrected within the 30-day period, the City Manager or the City Manager's designee shall thereupon revoke the permit and remove, or cause the removal of the sign, and shall assess all costs and expenses incurred against the named owner of the sign and/or named owner of the land. Any sign which is a source of immediate peril to persons or property may be removed summarily and without notice. Alternatively, this subsection may be enforced pursuant to chapter 18.01 DMMC.

(2) Portable signage. Portable signage includes any sign not permanently affixed; real estate signs; political signs; portable reader board signs; streamers; pennants; banners; signs attached to or mounted on trees, fences, utility poles, or vehicles parked in proximity to a business with the purpose of attracting attention to such business; or any similar signs. Except as provided for in DMMC 18.200.070(12)(k), portable signs in violation of this chapter located in the right-of-way must be removed upon 24-hour notice. Such notice shall be given by delivering a written notice of violation to the owner, occupant, or person ostensibly in charge or control of the real property upon which the sign is located. Such notice shall state the violation and shall require that the violation be corrected within 24 hours. In the event the violation is not corrected within 24 hours, the City Manager or the City Manager's designee shall cause the sign or signs to be

1 impounded. If the portable sign is located off site of the
2 premises to which the sign reasonably relates, or if ownership
3 of the sign cannot be reasonably determined, no notice of
4 violation shall be provided and the sign shall be impounded
5 forthwith. In the event a sign is removed, there shall be a
6 removal fee and a storage fee as set by administrative order of
7 the City Manager or the City Manager's designee. No sign shall
8 be returned until the removal and storage fee is paid in full.
9 The sign shall be stored for not less than 10 days, and
10 thereafter the City Manager or the City Manager's designee shall
11 dispose of the sign in any manner. No cause of action shall be
12 maintained against the City for damage to signs properly
13 impounded, whether such damage occurred during the impoundment
14 or storage. A second violation occurring within a 12-month
15 period shall be considered a Class 1 civil infraction. A third
16 violation occurring within a 12-month period shall result in a
17 criminal prosecution and immediate impoundment of the sign
18 without notice. This enforcement provision supersedes the
19 processes contained in DMMC 18.01.090, and provides for
20 immediate prosecution pursuant to DMMC 18.01.090. For such
21 repeat offenses sign alteration or substitution shall be no
22 defense.

23
24 **Sec. 474. 18.200.330. Nonconforming signs.**

25
26 (1) Nonconforming signs that were legally and
27 permanently installed prior to May 15, 2011, shall be allowed to
28 continue in use so long as they are continuously maintained, are
29 not relocated, are not structurally altered or made more
30 nonconforming in any way.

31
32 (2) Nonconforming off-premises signs shall be abated in
33 accordance with DMMC 18.15.110.

34
35 **Sec. 475. 18.200.340. City not liable.** This chapter
36 shall not be construed to relieve from or lessen the
37 responsibility of any person owning, building, altering,
38 constructing, or removing any sign in the City for damages to
39 anyone injured or damaged either in person or property by any
40 defect or action therein, nor shall the City, or any agent
41 thereof, be held as assuming such liability by reason of permit
42 or inspection authorized in this chapter or a certificate of
43 inspection issued by the City or any of its agents.

Chapter 18.205
Electrical Vehicle Infrastructure

Sections:

18.205.010	Title.
18.205.020	Application.
18.205.030	Purpose.
18.205.040	Authority.
18.205.050	Definitions.
18.205.060	Permitted locations.
18.205.070	Compatibility.
18.205.080	Battery exchange stations.
18.205.090	Electric vehicle charging station requirements.
18.205.100	Electric vehicle charging station standards.

Sec. 476. 18.205.010. Title. This chapter shall be entitled "Electrical Vehicle Infrastructure."

Sec. 477. 18.205.020. Application. This chapter shall be applicable to all zones as set forth herein.

Sec. 478. 18.205.030. Purpose. The purpose of this chapter is to:

(1) Provide adequate and convenient electric vehicle charging stations to serve the needs of the traveling public;

(2) Provide opportunities for Des Moines residents to have safe and efficient personal electric charging stations located at their place of residence;

(3) Provide the opportunity for commercial and industrial businesses to supply electrical vehicle charging station services to their customers and employees; and

(4) Create standard criteria to encourage and promote safe, efficient, and cost effective electric vehicle charging opportunities in a full range of zones and settings for convenient service to those that use electric vehicles.

1 **Sec. 479. 18.205.040. Authority.** This chapter is
2 adopted pursuant to the provisions of chapters 19.27, 19.28,
3 35.63, 35A.63 and 36.70A RCW and other applicable laws.
4

5 **Sec. 480. 18.205.050. Definitions.** As used in this
6 chapter, unless the context or subject matter clearly requires
7 otherwise, the words or phrases defined in this section shall
8 have the indicated meanings.
9

10 “Battery charging station” means an electrical component
11 assembly or cluster of component assemblies designed
12 specifically to charge batteries within electric vehicles, which
13 meet or exceed any standards, codes, and regulations set forth
14 by chapter 19.28 RCW and consistent with rules adopted under RCW
15 19.27.540.
16

17 “Battery exchange station” means a fully automated
18 facility that will enable an electric vehicle with a swappable
19 battery to enter a drive lane and exchange the depleted battery
20 with a fully charged battery through a fully automated process,
21 which meets or exceeds any standards, codes, and regulations set
22 forth by chapter 19.27 RCW and consistent with rules adopted
23 under RCW 19.27.540.
24

25 “Charging levels” means the standardized indicators of
26 electrical force, or voltage, at which an electric vehicle’s
27 battery is recharged. The terms Level 1, 2, and 3 are the most
28 common EV charging levels, and include the following
29 specifications:
30

31 (1) Level 1 is considered slow charging and operates
32 on a 15 to 20 amp breaker on a 120 volt AC circuit.
33

34 (2) Level 2 is considered medium charging and operates
35 on a 40 to 100 amp breaker on a 208 or 240 volt AC circuit.
36

37 (3) Level 3 is considered “fast” or “rapid” charging
38 and typically operates on a 60 amp or higher breaker on a 480
39 volt or higher three phase circuit with special grounding
40 equipment. Level 3 stations are primarily for commercial and
41 public applications and are typically characterized by
42 industrial grade electrical outlets that allow for faster
43 recharging of electric vehicles.

1
2 "Electric vehicle" means any vehicle that operates, either
3 partially or exclusively, on electrical energy from the grid, or
4 an off-board source, that is stored on-board for motive purpose.
5 "Electric vehicle" includes:

- 6
7 (1) A battery electric vehicle;
8
9 (2) A plug-in hybrid electric vehicle;
10
11 (3) A neighborhood electric vehicle; and
12
13 (4) A medium-speed electric vehicle.
14

15 "Electric vehicle charging station" means a public or
16 private parking space that is served by battery charging station
17 equipment for the purpose of transferring electric energy to a
18 battery or other energy storage device in an electric vehicle.
19

20 "Electric vehicle infrastructure" means structures,
21 machinery, and equipment necessary and integral to support an
22 electric vehicle, including battery charging stations, rapid
23 charging stations, and battery exchange stations.
24

25 "Electric vehicle parking space" means any parking space
26 signed or marked exclusively for the parking of an electric
27 vehicle at a battery charging station.
28

29 "Rapid charging station" means an industrial grade
30 electrical outlet that allows for faster recharging of electric
31 vehicle batteries through higher power levels and that meets or
32 exceeds any standards, codes, and regulations set forth by
33 chapter 19.28 RCW and consistent with rules adopted under RCW
34 19.27.540.
35

36 **Sec. 481. 18.205.060. Permitted locations.** Levels
37 1, 2, and 3 electric vehicle charging stations are allowed in
38 all zoning designations. Electric vehicle charging stations are
39 not permitted within the City right-of-way.
40

41 **Sec. 482. 18.205.070. Compatibility.** For land use
42 compatibility purposes, the charging activity should be
43 proportionate to the associated permitted use. Electric vehicle

1 charging station(s) shall be permitted in association with a
2 single-family use designed to serve the occupants of the home
3 with a Level 1 or 2 charging level. Whereas, charging station(s)
4 installed in a parking lot at a commercial destination, public
5 facility or vehicle service station in close proximity to
6 Interstate 5, are expected to have intensive use and will be
7 permitted to have multiple Level 3 rapid charging stations to
8 serve expected demand.

9
10 **Sec. 483. 18.205.080. Battery exchange stations.**
11 Battery exchange stations are permitted in any business or
12 commercial use zone; provided, all other requirements for the
13 building or space the use occupies can be satisfied, such as
14 design review, fire code and building code requirements.

15
16 **Sec. 484. 18.205.090. Electric vehicle charging**
17 **station requirements.** Electric vehicle charging stations
18 utilizing parking stalls located in parking lots, or parking
19 garages shall comply with the following requirements:

20
21 (1) Signage. Each charging station space shall be
22 posted with signage indicating the space is only for electric
23 vehicle charging purposes. Directional signage may be provided
24 to guide motorists to charging station space(s); provided, that
25 directional signs shall be consistent with Manual on Uniform
26 Traffic Control Devices (MUTCD) signs D9-11b and D9-11bP.

27
28 (2) Accessibility. The design and location of the
29 charging stations shall comply with the following barrier-free
30 accessibility requirements:

31
32 (a) Accessible electric vehicle charging
33 stations shall be provided in the ratios shown on the following
34 table:

Number of EV Charging Stations	Minimum Accessible EV Charging Stations
1 - 50	1
51 - 100	2
101 - 150	3
151 - 200	4
201 - 250	5
251 - 300	6

1
2 (b) Accessible electric vehicle charging
3 stations shall be located in close proximity to the building or
4 facility entrance and shall be connected to a barrier-free
5 accessible route of travel.

6
7 (c) Accessible electric vehicle charging
8 stations shall comply with the requirements of WAC 51-50-005.

9
10 (3) Lighting. Where charging station equipment is
11 installed, site lighting shall be designed to illuminate the
12 station area and posted information and avoid undue glare or
13 reflection on adjoining premises, unless charging is for daytime
14 purposes only.

15
16 (4) Charging Station Equipment. Charging station
17 equipment shall comply with the following requirements:

18
19 (a) Equipment mounted on pedestals, light posts, or
20 other devices shall be designed and located as to not impede
21 pedestrian travel or create trip hazards within the right-of-
22 way.

23
24 (b) Charging station outlets and connector shall be no
25 less than 36 inches high, or no higher than 48 inches from the
26 top of the surface where mounted and shall contain a retraction
27 device or a place to hang cords and connectors above the ground
28 surface.

29

(5) Notification. The following information shall be posted on all charging stations:

- (a) Voltage and amperage levels;
- (b) Hours of operation; and
- (c) Usage fees, safety information and contact information for reporting equipment operating problems.

Sec. 485. 18.205.100. Electric vehicle charging station standards. The City Manager or the City Manager's designee is authorized to develop and maintain standards for the design and construction of electric vehicle charging stations.

Chapter 18.210 Loading Areas and Off-Street Parking

Sections:

- 18.210.010 Title.
- 18.210.020 Application.
- 18.210.030 Purpose.
- 18.210.040 Authority.
- 18.210.050 Off-street parking and loading areas required.
- 18.210.060 General requirements.
- 18.210.070 Modification of parking provisions.
- 18.210.080 Parking spaces to serve one use, building, or complex - Exceptions.
- 18.210.090 Required number of off-street parking spaces.
- 18.210.100 Compact car allowance.
- 18.210.110 Off-site parking.
- 18.210.120 Design requirements.
- 18.210.130 Parking area dimensions.
- 18.210.140 On-site parking facilities location.
- 18.210.150 Parking area and parking area entrance and exit slopes.
- 18.210.160 Driveways and maneuverability.
- 18.210.170 Surface.
- 18.210.180 Lighting.
- 18.210.190 Curb cuts.
- 18.210.200 Vehicle circulation between adjoining properties required.

1 18.210.210 Obstructions.
2 18.210.220 Landscaping and screening.
3 18.210.230 Walkways required.
4 18.210.240 Parking for the handicapped.
5 18.210.250 Parking and storage of recreational, utility, and
6 commercial vehicles in residential neighborhoods.
7 18.210.260 Required loading areas.
8 18.210.270 Code official.
9 18.210.280 Enforcement.

10
11 **Sec. 486. 18.210.010. Title.** This chapter shall be
12 entitled "Loading Areas and Off-Street Parking."
13

14 **Sec. 487. 18.210.020. Application.** This chapter
15 shall be applicable to all zones as set forth herein.
16

17 **Sec. 488. 18.210.030. Purpose.** It is the purpose
18 of this chapter to specify off-street parking and loading
19 requirements, describing design standards and other required
20 improvements, in order to provide for adequate, convenient, and
21 safe off-street parking and loading areas for the different land
22 uses described in this Title.
23

24 **Sec. 489. 18.210.040. Authority.** This chapter is
25 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
26 36.70A RCW and other applicable laws.
27

28 **Sec. 490. 18.210.050. Off-street parking and**
29 **loading areas required.** Every parking space or facility and
30 vehicle sales areas, trailer sales areas, and boat sales areas,
31 shall be developed, improved, and maintained as provided within
32 this chapter.
33

34 (1) Pre-existing parking spaces. A development in
35 existence prior to May 8, 1987, or at the time of its annexation
36 to the City if later, which does not have sufficient parking
37 space on the basis of this section, may continue to operate with
38 the parking deficiency as long as no enlargement or other change
39 is made which would require additional parking spaces.
40

41 (2) Off-street parking and loading areas shall be
42 provided as an accessory use in accordance with the provisions
43 of this chapter for every building hereafter erected, altered,

1 enlarged, relocated, or at the time there is a change in its
2 principal use.

3
4 (3) When there are alterations or additions to a
5 nonresidential building or when an alteration or addition
6 results in an increase in the number of dwelling units in a
7 multifamily residential structure, off-street parking shall be
8 provided for any increase in the number of dwelling units or
9 increase in gross floor area in accordance with the requirements
10 of DMMC 18.210.090; however, no parking spaces need be provided
11 in the case of an enlargement or expansion where the number of
12 parking spaces required for expansion or enlargement is less
13 than 10 percent of the parking spaces specified for a similar
14 structure.

15
16 **Sec. 491. 18.210.060. General requirements.**
17

18 (1) Off-street parking development permit required. No
19 off-street parking facility or spaces, nor enlargement thereof,
20 shall be constructed without having first secured an off-street
21 parking development permit from the code official; provided,
22 that no such permit shall be required if a building permit is
23 required. Such permit shall be authorized upon the approval of a
24 parking plan as provided in subsection (2) of this section and
25 adherence to the provisions of this chapter and shall be subject
26 to such inspections deemed necessary by the code official to
27 ensure compliance.

28
29 (2) Parking plan required. Prior to issuance of a
30 building permit for any new building or structure or for the
31 enlargement of the floor area of an existing building or
32 structure, the use of which requires off-street parking
33 facilities to be provided as set forth in this Title, and prior
34 to issuance of an off-street parking development permit; a plan
35 of the parking area accurately showing grades and other required
36 design features, shall be approved by the code official.

37
38 (3) Compliance required prior to certificate of
39 occupancy or issuance of business license. Parking facilities
40 and traffic-control devices such as parking stripes designating
41 car stalls, directional arrows, etc., as provided in this
42 chapter, shall be installed and completed prior to issuance of
43 an occupancy permit or business license.

1
2 (4) Parking stall use restricted - Commercial Zones.
3 Parking stalls shall be used for the temporary parking of motor
4 vehicles only of patrons, personnel, residents, and the like.
5 Parking stalls shall not be used for storage of motor vehicles
6 or materials, signs, sales, repair work, or dismantling of motor
7 vehicles, etc.

8
9 (5) Maintenance. Maintenance of all areas provided for
10 off-street parking shall be required and shall include removal
11 and replacement of dead and dying trees, grass, and shrubs,
12 removal of trash and weeds, and repair of traffic-control
13 devices, signs, light standards, fences, walls, surfacing
14 materials, curbs, and railings.
15
16

Sec. 492. 18.210.070. Modification of parking provisions.

(1) Number of spaces. The City Manager or the City Manager's designee may, by formal action, waive or modify the number of spaces required, establishing the amount of required parking for uses involving very limited number of employees or which do not require personnel and daily attendance or for which the number of parking spaces proposed is demonstrated sufficient to fully serve the use, is consistent with the intent of this chapter and when strict application of the code would result in unnecessary hardship. The Institute of Transportation Engineers (ITE) Parking Generation Manual or an independent consultant study are examples that could be used to demonstrate sufficiency of proposed parking.

(2) Dimensions. In cases where the strict application of this Title would unreasonably limit full utilization of a site for parking, the code official may authorize a reduction of up to three percent of any minimum dimension required in this chapter, except where such reduction would substantially restrict ease of travel or maneuverability of vehicles using the parking facility.

(3) Marina District. The parking provisions for commercial uses established by DMMC 18.210.090 are waived; provided, that there is compliance with all the following standards:

(a) The property is zoned Downtown Commercial according to the official zoning map.

(b) Residential uses within a mixed-use development are not included in this exemption. Residential uses in a mixed use building shall comply with the requirements established by DMMC 18.210.090.

(c) The property owner shall enter into a no protest agreement regarding the formation of a downtown business or parking improvement district.

(d) This provision is only valid until December 31, 2013.

1 (4) Interim uses. The City Manager or City Manager's
2 designee may, by formal action, waive or modify other
3 requirements of this chapter for uses not to exceed five (5)
4 years including but not limited to exceptions for non-
5 conflicting time in use and design requirements in DMMC
6 18.210.220 through 18.240 for commercial developments, upon
7 approval of a plan that is consistent with the intent of this
8 chapter and when strict application of the code would result in
9 unnecessary hardship. The site plan showing the location of the
10 parking on the property and parking plan must include provisions
11 for:

12 (a) Improved parking meeting all City design
13 requirements meeting at least fifty (50) percent of the required
14 parking.

15 (b) User safety, including lighting and site
16 security.

17 (c) The required number of ADA parking stalls
18 per the International Building Code and required pedestrian
19 access to and from the building for physically disabled as well
20 as able bodied.

21
22 (d) Adequate site drainage.

23
24 (e) Safe vehicle access to and egress from the
25 parking lot.

26
27 (f) A parking operations plan including:

28 (i) The hours of operations;

29 (ii) A detailed description of the
30 parking operation including methods to control noise, glare
31 from impacting adjacent properties, and methods to eliminate any
32 impacts on adjacent or nearby residential neighborhoods;

33 (iii) The name, address and phone number of
34 the operator of the parking.

1 (5) Assurances and guarantees to suspend interim
2 parking use at the end of the permitted period unless extended
3 and restore the site.
4

5 The interim use may be extended an additional three (3)
6 years upon application. In approving the plan or the extension
7 request, the City Manager or the City Manager's designee may
8 impose additional conditions including but not limited to a
9 requirement for the applicant to post a performance bond or
10 other security guaranteeing that it will cease the interim use
11 at the end of approved period.
12

13 **Sec. 493. 18.210.080. Parking spaces to serve one**
14 **use, building, or complex - Exceptions.**
15

16 (1) Off-street parking facilities approved in
17 conjunction with one use, building, or complex of buildings
18 shall not be considered as providing required parking facilities
19 for any other use, except as hereinafter provided.
20

21 (2) Exception for cooperative use. Where adjoining
22 parking facilities of two or more land uses can be joined or
23 coordinated to achieve efficiency of vehicular and pedestrian
24 circulation, provision of additional landscaping or usable
25 public open space, economy of space, and a superior grouping of
26 buildings or uses, a reduction of 20 percent of the total
27 combined required parking may be permitted when consistent with
28 the intent of this chapter. The common parking facilities for
29 residential and nonresidential uses within a mixed use
30 development may be included in the Pacific Ridge Zone
31 established by chapter 18.135 DMMC. The residential allowance
32 shall not apply to residential land uses within other commercial
33 zones of the City. Where cooperative use is permitted,
34 assignment of parking spaces to individual uses or buildings
35 shall be prohibited.
36

37 (3) Exception for nonconflicting time in use. A
38 reduction of up to 50 percent of required parking stalls, except
39 for residential, may be authorized under the following
40 conditions, as long as the total reduction doesn't fall below
41 the levels for residential uses:
42

1 (a) The building or use for which application
2 is made to utilize off-street parking facilities provided by
3 another building or use shall be located within 500 feet of such
4 parking facilities and shall be connected by continuous
5 pedestrian walkways or sidewalks to the parking facility.
6

7 (b) The applicant must show that there is no
8 substantial conflict in the principal operating hours of the two
9 buildings or uses for which joint use of off-street parking
10 facilities is proposed, i.e., no more than one hour overlap in
11 operating hours exists.
12

13 (i) For the purposes of this chapter,
14 the following uses are considered as daytime uses: banks,
15 business offices, retail stores, personal service shops,
16 household equipment or furniture shops, clothing or shoe repair
17 or service shops, manufacturing or wholesale buildings, and
18 other similar primarily daytime uses.
19

20 (ii) Nighttime or Sunday uses include:
21 auditoriums incidental to a public or private grade school,
22 churches, bowling alleys, dance halls, theaters, bars, or
23 restaurants, and other similar primarily nighttime uses.
24

25 (4) Exemptions granted under the above provisions
26 shall be made after filing with the City a record of covenant or
27 other contract between the cooperating property owners approved
28 by the City Attorney. Joint-use privilege shall continue in
29 effect only so long as such agreement, binding on all parties,
30 remains in force. If such agreement becomes legally ineffective
31 due to changed circumstances including but not limited to a
32 change in the type or nature of business activities, then
33 parking shall be provided as otherwise required by this chapter.
34

35 (5) Nothing in this section shall be construed to
36 prevent cooperative provision of off-street parking facilities
37 for two or more buildings or uses when the total off-street
38 parking is not less than the sum of the required parking
39 facilities for the various uses computed separately.
40

41 **Sec. 494. 18.210.090. Required number of off-street**
42 **parking spaces.** The minimum number of off-street parking spaces
43 required of each use shall be provided as follows:

1
2 (1) Appliance (retail), bakeries, cabinet shops, dry-
3 cleaning, furniture stores, heating services: one parking space
4 per 400 square feet of gross floor area.
5

6 (2) Auto and boat sales, new and used: one space per
7 1,000 square feet of floor space of showroom and service
8 facilities; but in no case shall there be less than six spaces
9 provided.
10

11 (3) Day care centers and mini-day care programs: one
12 space for each 10 children or one for each staff member,
13 whichever is greater, and one passenger loading and unloading
14 space for each 20 children.
15

16 (4) Hardware and building supplies: one space per 400
17 square feet of gross floor area.
18

19 (5) Industrial and Manufacturing Activities.
20

21 (a) Freight terminals and wholesale facilities:
22 one parking space per two employees on a maximum work shift, or
23 one per 1,000 square feet of gross floor area; use whichever is
24 greater.
25

26 (b) Manufacturing, including but not limited to
27 the following, except that no retail operations are included:
28 research and testing laboratories, creameries, bottling
29 establishments, bakeries, upholstery shops, printing and
30 engraving shops: two parking spaces for each three employees on
31 a maximum work shift, or one space per 700 square feet of gross
32 floor area; use whichever is greater.
33

34 (c) Uncovered storage area: one parking space
35 for each 2,000 square feet of area.
36

37 (d) Warehouse and storage: two parking spaces
38 for each three employees or one space for each 1,500 square feet
39 of gross floor area; use whichever is greater.
40

41 (6) Laundry, self-service: one parking space per 250
42 square feet of gross floor area.
43

1 (7) Medical Facilities.

2
3 (a) Convalescent, rest homes, retirement homes,
4 nursing and health institutions: one parking space for each two
5 employees, plus one space for each four beds.

6
7 (b) Hospitals: one parking space for each three
8 beds, plus one parking space for each staff doctor, plus one
9 parking space for each three employees.

10
11 (8) Motels, motor hotels, and hotels: one parking
12 space per hotel room plus two parking spaces for a resident
13 manager or employees. In Pacific Ridge, this is reduced to 0.9
14 parking spaces per hotel room when no airport shuttle is
15 provided and to 0.75 parking spaces per hotel room when airport
16 shuttle is provided.

17
18 (9) Motor vehicle, small engine, and boat repair and
19 services: one parking space for each 600 square feet of gross
20 floor area.

21
22 (10) Offices, including professional and business,
23 banks, and related activities: one space per 350 square feet of
24 gross floor area.

25
26 (11) Offices not providing customer services on the
27 premises: one space for each 800 square feet of gross floor
28 area.

29
30 (12) Personal services.

31
32 (a) C-C Zone: one parking space per 300 square
33 feet of gross floor area.

34
35 (b) D-C and PR zones: one parking space per 350
36 square feet of gross floor area.

37
38 (c) H-C Zone: one parking space per 200 square
39 feet of gross floor area.

40
41 (13) Pleasure craft moorage: one parking space for each
42 two moorage stalls.

43

1 (14) Public assembly and recreation.

2
3 (a) Assembly halls, auditoriums, stadiums,
4 sports arenas, and community clubs: one parking space for every
5 three persons based on occupancy load.

6
7 (b) Churches: one parking space per five seats
8 in the principal place of assembly for worship, including
9 balconies and choir loft.

10
11 Where fixed seats consist of pews or benches, the seating
12 capacity is computed upon not less than 20 lineal inches of pew
13 or bench length per seat. If there are no fixed seats, then one
14 parking space for each 40 square feet of gross floor area in
15 such principal place of assembly or worship shall be provided.

16
17 (c) Libraries and museums: one parking space
18 per 250 square feet of gross floor area.

19
20 (d) Parks: as determined by the City Council.

21
22 (e) Theaters: one parking space for each three
23 seats.
24

25
26 (15) Residences.

27
28 (a) Single-family: two parking spaces per
29 dwelling unit.

30
31 (b) Duplex and townhouse: two parking spaces
32 per dwelling unit and one parking space for every five dwellings
33 for use as visitor parking. A minimum of one visitor parking
34 space shall be provided.

35
36 (c) Multifamily.

37
38 (i) Two parking spaces per dwelling.

39
40 (ii) One guest parking space shall be
41 provided per each 10 dwellings.
42

1 (iii) For one-bedroom dwellings within the
2 PR zone: one and one-half parking spaces per dwelling.

3
4 (d) Retirement apartments: One parking space
5 per dwelling unit, except that the plan shall show two parking
6 spaces, spaces not initially installed. The additional parking
7 spaces plus required landscaping shall be installed at such time
8 that the structure is not used for retirement apartment
9 purposes.

10
11 (e) Rooming and lodging houses: one space per
12 occupant.

13
14 (f) Children's institutions, homes for the
15 retired (group homes): one space for each five employees plus
16 one for each four beds.

17
18 (g) Mixed use.

19
20 (i) Except as provided below, two
21 parking spaces per dwelling.

22
23 (ii) For one-bedroom dwellings within the
24 PR zone: one and one-half parking spaces per dwelling.

25
26 (iii) On-site parking for nonresidential
27 areas shall be provided based upon the ratio specified by this
28 section.

29
30 (h) Accessory living quarters: one parking
31 space.

32
33 (16) Restaurants, including drive-in restaurants, night
34 clubs, taverns, and lounges: one parking space for each 125
35 square feet of gross floor area, except that none shall be
36 required for establishments under 2,000 square feet located in
37 the D-C and PR zones.

38
39 (17) Retail, Other.

40
41 (a) C-C Zone: one parking space per 300 square
42 feet of gross floor area.

43

1 (b) D-C and PR zones: one parking space per 350
2 square feet of gross floor area.

3
4 (c) H-C Zone: one parking space per 250 square
5 feet of gross floor area, except there are a minimum of six
6 spaces.

7
8 (18) Uses not specified. The parking requirements for a
9 use not provided for in this section is determined in the manner
10 set forth in DMMC 18.05.110, and such determination is based
11 upon the requirements for the most comparable use specified in
12 this section.

13
14 (19) Fractional spaces. When units of measurement
15 determining the number of required parking spaces result in
16 requirements of a fractional space, a fraction one-half or more
17 shall require one parking space.

18
19 (20) Maximum number of off-street spaces. Within the
20 Pacific Ridge area, the number of off-street spaces provided
21 shall not exceed 150 percent of the minimum number of spaces
22 specified by this section.

23
24

Sec. 495. 18.210.100. Compact car allowance.

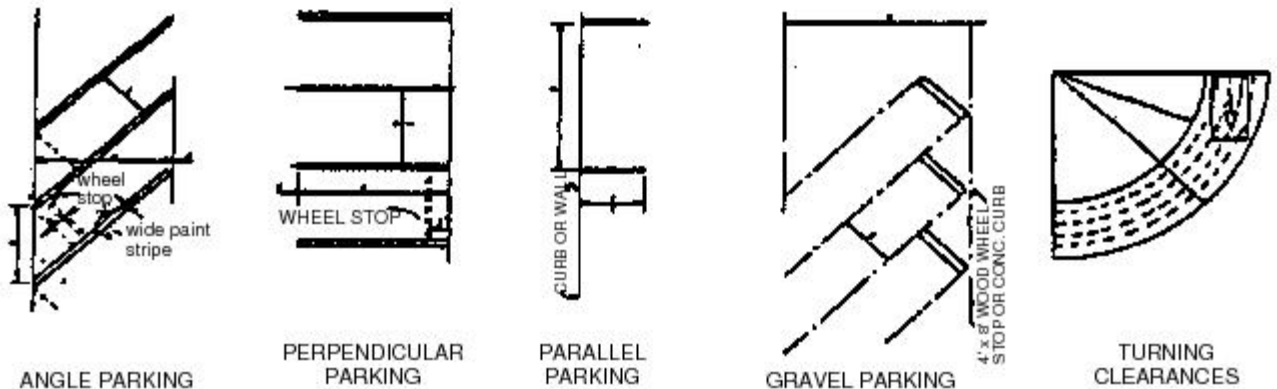
(1) A maximum of 50 percent of the total required off-street parking stalls may be permitted and designated for compact cars.

(2) Each compact stall shall be designated as such.

(3) Dimensions of compact parking stall shall be eight feet by 16 feet, 128 square feet, as depicted in the table on the following page.

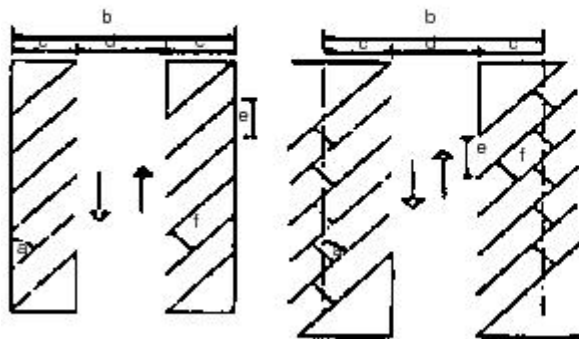
(4) Compact stalls shall be dispersed throughout the parking facility.

Table 1



1

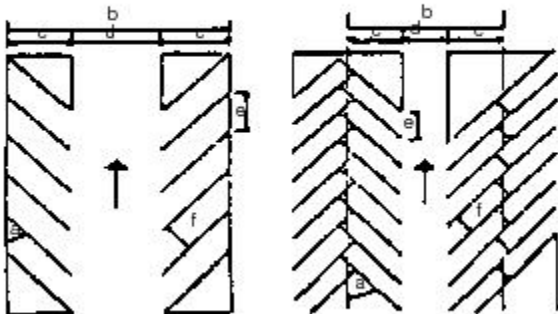
TWO-WAY TRAFFIC



a	b	c	d	e	f	b ¹	c ¹
Parking Angle	Parking Section Width	Parking Stall Width	Traffic Aisle Width	Curb Length Per Car	Car Stall Width	Parking Section Width	Parking Stall Width
0°	56'	8'	20'	23'	8'		
—	—	—	—	—	—	—	—
35°	56'	18'	20'	14.8'	8.5'	49'	14.5'
40°	57'	18.5'	20'	13.2'	8.5'	50'	15'
45°	58'	19'	20'	12.0'	8.5'	51'	15.5'
50°	59'	19.5'	20'	11.1'	8.5'	53'	16.5'
55°	60'	20'	20'	10.4'	8.5'	55'	17.5'
60°	60'	20'	20'	9.8'	8.5'	55'	17.5'
65°	60'	20'	20'	9.7'	8.8'	56'	18'
70°	60'	20'	20'	9.6'	9'	57'	18.5'
—	—	—	—	—	—	—	—
90°	64'	20'	24'	9'	9'		

2
3

ONE-WAY TRAFFIC



a	b	c	d	e	f	b ¹	c ¹
Parking Angle	Parking Section Width	Parking Stall Width	Traffic Aisle Width	Curb Length Per Car	Car Stall Width	Parking Section Width	Parking Stall Width
0°	28'	8'	12'	23'	8'		
—	—	—	—	—	—	—	—
35°	48'	10'	12'	14.8'	8.5'	41'	14.5'
40°	49'	18.5'	12'	13.2'	8.5'	42'	15'
45°	50'	19'	12'	12.0'	8.5'	43'	15.5'
50°	51'	19.5'	12'	11.1'	8.5'	45'	16.5'
55°	53'	20'	13'	10.4'	8.5'	48'	17.5'
60°	55'	20'	15'	9.8'	8.5'	50'	17.5'
65°	57'	20'	17'	9.7'	8.8'	53'	18'
70°	59'	20'	19'	9.6'	9'	56'	18.5'
—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—

Compact Car Stall Dimensions: minimum 8' x 16', 128 square feet.

Sec. 496. 18.210.110. Off-site parking.

(1) Use agreement. Off-site parking areas shall be provided through:

(a) Deed, easement, or covenant. The term of such legal agreement shall be at least as long as the reasonable life of the premises served thereby. Evidence shall be provided

1 of such covenant, deed, or other agreement prior to parking plan
2 approval. The document shall be filed with the King County
3 director of records and elections, providing that the area used
4 for parking shall not be diverted or converted to any other use
5 as long as the principal building or use to which the parking is
6 accessory continues to exist; or

7
8 (b) Ground lease. The ground lease shall
9 include a legal description of the area being leased, the
10 purpose of the lease and the terms of the lease and signatures
11 of all parties with an interest in the lease. Evidence of the
12 ground lease must be submitted prior to approval of the parking
13 plan. A copy of the ground lease shall accompany the application
14 for a City business license and all subsequent yearly renewals.
15 If the ground lease expires or is not provided then the City
16 shall deny the business license application or yearly renewal.
17 In order to obtain a new business license after a denial the
18 applicant shall demonstrate that sufficient parking is provided
19 based on the parking requirements effective at the time of the
20 new application either on site or off site through a new
21 easement, deed, covenant, or ground lease.

22
23 (2) Off-site parking permitted. The City Manager or
24 the City Manager's designee shall have the authority to approve
25 an off-street parking facility; provided, adherence to the
26 following:

27
28 (a) Compliance with subsection (1) of this
29 section.

30
31 (b) The location of the parking facility off
32 the subject property will conform to the intent and purpose of
33 this chapter, and safe vehicular and pedestrian connections
34 between the parking facility and the principal use exist. Where
35 a distance is specified, such distance shall be the walking
36 distance measured from the nearest point of the parking
37 facilities to the nearest point of the building that such
38 facility is required to serve.

39
40 (i) For single-family, duplex, and
41 medium-density multiple dwellings, parking facilities shall be
42 located on the same lot or building site as the building they
43 are required to serve. For townhouse dwellings, parking shall be

located not more than 200 feet from the townhouse dwelling it is required to serve, with connecting permanent pedestrian access;

(ii) For high-density and maximum-density multiple dwellings, the parking facilities shall be located on the same site as the dwellings they are required to serve;

(iii) For churches located in a single-family residential, RA-3,600 or RM-2,400 zone, parking facilities shall be located on site; for churches located in any other zone, parking facilities shall be located not farther than 150 feet and not in a Single-Family Residential Zone;

(iv) For hospitals, sanitariums, homes for the aged, children's institutions, homes for the retired, nursing and convalescent homes, dormitories, boarding, rooming, and lodging houses, community clubs, and fraternity, sorority, and group student houses, not more than 400 feet from the building they are required to serve; and

(v) For uses other than those specified, parking facilities shall be located not over 600 feet from the building served.

(c) Any parking facility not on the same lot with the principal use to which it is accessory shall be considered, for bulk regulation purposes, a principal use on the lot on which located.

Sec. 497. 18.210.120. Design requirements. Any off-street parking facility shall be developed in accordance with the design specifications set forth in DMMC 18.210.130 through 18.210.240.

Sec. 498. 18.210.130. Parking area dimensions. Minimum parking area dimensions for surface and structured parking facilities shall be as provided in Table 1 following DMMC 18.210.180.

1 **Sec. 499. 18.210.140. On-site driveway location.**
2 The following requirements shall apply:

3
4 (1) Single-family dwellings. A driveway serving
5 individual single-family dwellings shall maintain a minimum
6 five-foot setback from an interior lot line, a 20-foot setback
7 from any alley right-of-way parallel to the driveway (except
8 where access to the driveway is from the alley), a 25-foot
9 setback from any street right-of-way parallel to the driveway,
10 and a 45-foot setback from any arterial street right-of-way
11 parallel to the driveway; provided further, however, that with
12 regard to the 45-foot setback from arterial streets the City
13 Manager or City Manager's designee shall be authorized to permit
14 the location of a driveway at a point less than 45 feet but not
15 less than 25 feet from an arterial street where the size of the
16 lot is such that the 45-foot requirement is impractical; and
17 provided further, that no driveway in which parking is permitted
18 may be located under this subsection where in the professional
19 opinion of City Manager or City Manager's designee, documented
20 in writing, dangerous traffic conditions may result.

21
22 (2) Duplexes. A driveway serving a duplex constructed
23 on a single lot, except in planned unit developments, shall have
24 a maximum width of 24 feet at their intersections with the
25 street; the width of all driveways serving a particular lot
26 shall consist of not more than 40 percent of the lot frontage
27 footage; the driveway shall maintain a 20-foot setback from any
28 alley right-of-way parallel to the driveway (except where access
29 to the driveway is from the alley), a 25-foot setback from any
30 street right-of-way parallel to the driveway, and a 45-foot
31 setback from any arterial right-of-way street parallel to the
32 driveway; provided further, however, that with regard to the 45-
33 foot setback from arterial streets the City Manager or City
34 Manager's designee shall be authorized to permit the location of
35 the driveway at a point less than 45 feet but not less than 25
36 feet from an arterial street where the size of the lot is such
37 that the 45-foot requirement is impractical; and provided
38 further, that no driveway in which parking is permitted may be
39 located under this subsection where in the professional opinion
40 of the City Manager or the City Manager's designee, documented
41 in writing, dangerous traffic conditions may result.

42

1 (3) Townhouse dwellings. A driveway serving one or
2 more townhouse dwellings shall have a maximum width of 24 feet
3 at its intersection with the street, a minimum 20-foot setback
4 from any alley right-of-way parallel to the driveway (except
5 where access to the driveway is from the alley), a 25-foot
6 setback from any street right-of-way parallel to the driveway,
7 and a 45-foot setback from any arterial street right-of-way
8 parallel to the driveway; provided further, however, that with
9 regard to the 45-foot setback from arterial streets the City
10 Manager or City Manager's designee shall be authorized to permit
11 the location of a driveway at a point less than 45 feet but not
12 less than 25 feet from an arterial street where the size of the
13 lot is such that the 45-foot requirement is impractical; and
14 provided further, that no driveway in which parking is permitted
15 may be located under this subsection where in the professional
16 opinion of the City Manager or the City Manager's designee,
17 documented in writing, dangerous traffic conditions may result.

18
19 **Sec. 500. 18.210.150. Parking area and parking area**
20 **entrance and exit slopes.** In order to encourage the
21 construction of usable, convenient, and safe parking areas, a
22 maximum pavement slope of five percent shall be permitted. A
23 maximum slope of 14 percent shall be permitted for driveways or
24 aisles between separated parking areas. The long dimension of a
25 parking stall shall be generally parallel to ground contours. If
26 existing ground slopes in a proposed parking area exceed 10
27 percent, the code official may require the submission of a
28 topographic survey showing existing and proposed contours.
29 Parking lots depressed two or three feet below the level of the
30 street shall be encouraged wherever possible. Plans for adequate
31 drainage shall be approved by the Planning, Building and Public
32 Works Director.

33
34 **Sec. 501. 18.210.160. Driveways and maneuverability.**
35

36 (1) Adequate ingress to and from each parking space
37 shall be provided without moving another vehicle and without
38 backing more than 50 feet, except that vehicles may be parked in
39 a stacked or tandem way upon City approval of a stacked or valet
40 parking plan developed in accordance with section 18.210.160(7)
41 below. All parking spaces shall be so arranged that ingress and
42 egress is possible without backing over a sidewalk or walkway/

1 bicycle area unless specifically approved by the City Manager or
2 City Manager's designee.

3
4 (2) Turning and maneuvering space shall be located
5 entirely on private property except that the usable portion of
6 an alley may be credited as aisle space subject to approval as
7 to safety by the City Manager or City Manager's designee.

8
9 (3) Backing onto public streets to exit a parking
10 stall shall be prohibited, except in single-family residential
11 and RA zones.

12
13 (4) When off-street parking is provided in the rear of
14 a building and a driveway lane alongside the building provides
15 access to the rear parking area, such driveway shall require a
16 minimum width of 12 feet and a sidewalk of at least a three-foot
17 section, adjoining the building, curbed or raised six inches
18 above the driveway surface.

19
20 (5) Ingress and egress to any off-street parking lot
21 shall not be located closer than 20 feet from point of tangent
22 to an intersection or crosswalk. They may not be permitted
23 where, in the opinion of the City Manager or City Manager's
24 designee, dangerous or confusing traffic patterns would result.

25
26 (6) Driveway intersections with north-south bearing
27 streets shall be minimized to the extent possible in order to
28 diminish traffic hazards, to conserve space and to promote
29 orderly development generally. Driveways shall be limited to one
30 per building site per street frontage, except the lesser of one
31 driveway for each 150 feet of street frontage or three driveways
32 for two lots having common parking may be permitted upon a
33 finding of the City Manager or City Manager's designee that
34 smoother or safer flow of traffic can result without significant
35 disruption of the streetscape.

36
37 (7) Stacked or valet parking plan requirements.

38 (a) Stacking spaces for vehicle parking or for
39 auto rental/sales uses may be allowed; provided, that the area
40 utilized for stacking spaces conforms with the parking lot
41 landscaping requirements of DMMC 18.210.220. Stacking of

1 required off-street parking spaces shall not be allowed for
2 employee or customer parking. Stacking aisle widths shall be a
3 minimum of eight (8) feet, six (6) inches.

4 (b) Stacking spaces for commercial uses other
5 than vehicle parking or auto rental/sales may be allowed through
6 the use of valet parking, upon approval of a valet parking plan,
7 by the City Manager or City Manager's designee. The area of the
8 lot utilized for stacking spaces shall conform with the parking
9 lot landscaping requirements of DMMC 18.210.220. Stacking aisle
10 widths shall be a minimum of eight (8) feet, six (6) inches. At
11 a minimum, the valet parking plan shall include, but not be
12 limited to:

13 (i) A site plan showing the location of
14 the valet parking on the property;

15 (ii) The hours of operations;

16 (iii) A detailed description of the valet
17 parking system's operation including methods to control noise,
18 glare from impacting adjacent properties, and methods to
19 eliminate any impacts on adjacent or nearby residential
20 neighborhoods;

21 (iv) The name, address and phone number
22 of the operator of the valet parking.

23 Valet parking is allowed on or off-site. No valet parking shall
24 be allowed on public rights-of-way.

25 **Sec. 502. 18.210.170. Surface.²**
26
27

28 (1) The surface of any required off-street parking or
29 loading facility and accessory accessways (driveways) shall be
30 paved with asphalt or concrete to a standard comparable to the
31 standard for the public street providing access thereto and
32 shall be graded and drained as to dispose of all surface water,
33 but shall not drain across sidewalks.

1
2 (2) Paved parking areas except in Single-Family
3 Residential Zones shall use paint or similar devices to
4 delineate car stalls and direction of traffic.
5

6 (3) Pedestrian walks, used for the use of foot traffic
7 only, shall be curbed or raised six inches above the lot
8 surface. All pedestrian walks shall be conspicuously delineated.
9

10 (4) Wheel stops shall be required to protect
11 landscaping and to prevent vehicles from striking buildings,
12 overhanging walkways, property lines, or other limits of a
13 parking facility. Wheel stops shall be installed a minimum of
14 two feet from the end of parking stalls, except in Single-Family
15 Residential Zones.
16

17 **Sec. 503. 18.210.180. Lighting.** Any lighting on a
18 parking lot shall illuminate only the parking lot, and be
19 designed to avoid undue glare or reflection on adjoining
20 premises, including public streets. Where a common boundary is
21 shared with any residential property, illuminating devices shall
22 be so shaped and directed to play their light away from
23 residential property. Parking lot lighting shall not exceed 14
24 feet in height.
25

26 **Sec. 504. 18.210.190. Curb cuts.** All parking
27 facilities shall have specific entrance and/or exit areas to a
28 street or alley. Access roads and curb cuts shall be minimized
29 and shall not exceed 24 feet in width for combined
30 ingress/egress points and 12 feet for one-way entrances or exits
31 unless recommended by the Planning, Building and Public Works
32 Director to facilitate left turn lanes or otherwise foster safe
33 movement of vehicles and upon a finding that pedestrian safety
34 is not adversely affected.
35

36 **Sec. 505. 18.210.200. Vehicle circulation between**
37 **adjoining properties required.** Parking lots shall be designed
38 to provide for off-street vehicle circulation to adjoining
39 properties and parking areas where physically feasible.
40

41 **Sec. 506. 18.210.210. Obstructions.** No obstruction
42 which would restrict car door opening shall be permitted within
43 five feet of the centerline of a parking space.

1
2 **Sec. 507. 18.210.220. Landscaping and screening.**
3 Landscaping and screening shall be provided in accordance with
4 chapter 18.195 DMMC.

5
6 **Sec. 508. 18.210.230 Walkways required.** Marked
7 walkways, separated from traffic lanes and vehicle overhangs,
8 shall be provided from parking areas to the entrances of
9 establishments and from parking areas to right-of-way sidewalks/
10 walkways.

11
12 **Sec. 509. 18.210.240. Parking for the handicapped.**
13 Parking and access for physically handicapped shall be provided
14 in accordance with Section 7503 of the regulations adopted
15 pursuant to chapter 19.27 RCW (State Building Code), chapter
16 70.92 RCW (Public Buildings - Provision for Aged and
17 Handicapped), and RCW 46.61.581.

18
19 **Sec. 510. 18.210.250. Parking and storage of**
20 **recreational, utility, and commercial vehicles in residential**
21 **neighborhoods.**

22
23 (1) Exemptions. Vehicles 10,000 pounds gross weight or
24 less and not exceeding 20 feet in length or 7.5 feet in width,
25 with or without a mounted camper unit, which are primarily used
26 by the property owner for transportation purposes are exempt
27 from this subsection.

28
29 (2) Recreational and utility vehicles are defined as
30 travel trailers, folding tent trailers, motor homes, truck
31 campers removed from a truck or pickup, horse trailers, boat
32 trailers with or without boats, and utility trailers.
33 Recreational and utility vehicles may be parked in residential
34 areas provided the following conditions are met:

35
36 (a) Vehicles shall not intrude into publicly
37 maintained rights-of-way or obstruct sight visibility from
38 adjacent driveways.

39
40 (b) Vehicles shall not be parked in the front
41 building setback unless there is no reasonable access to the
42 building side yards or rear yards because of topography or other
43 physical conditions of the site.

1
2 (c) Vehicles shall be maintained in a clean,
3 well-kept state which does not detract from the appearance of
4 the surrounding area.
5

6 (d) At no time shall parked or stored
7 recreational vehicles be occupied or used as permanent or
8 temporary dwelling units on the host's premises for more than
9 four (4) weeks except when specifically allowed under DMMC
10 18.170.070 .
11

12 (e) For the purposes of this section,
13 commercial vehicles are defined as any vehicle the principal use
14 of which is the transportation of commodities, merchandise,
15 produce, freight, animals or passengers for hire.
16

17 (f) For the purposes of this section, publicly
18 maintained right-of-way is defined as right-of-way currently
19 opened and maintained by City.
20

21 (3) Truck tractors, trailers, and large commercial
22 vehicles. Parking of commercial vehicles is prohibited in
23 residential areas, except on a temporary and nonregular basis
24 not exceeding twenty-four (24) hours when sight visibility is
25 not obstructed.
26
27

Sec. 511. 18.210.260. Required loading areas.

(1) Every department store, freight terminal or railroad yard, hospital or sanitarium, industrial or manufacturing establishment, retail or wholesale store or storage warehouse establishment, or any similar use, which has or is intended to have an aggregate gross floor area of 10,000 square feet or more, shall provide truck loading or unloading berths in accordance with the following table:

Square Feet of Aggregate Gross Floor Area	Required Number of Berths
10,000 up to and including 16,000	1
16,001 up to and including 40,000	2
40,001 up to and including 64,000	3
64,001 up to and including 96,000	4
96,001 up to and including 128,000	5
128,001 up to and including 160,000	6
160,001 up to and including 196,000	7
For each additional 36,000	1 additional

(2) Every auditorium, convention hall, exhibition hall, sports arena, hotel, office building, restaurant, or any similar use, which has or is intended to have an aggregate gross floor area of 40,000 square feet or more, shall provide off-street truck loading or unloading berths in accordance with the following table:

1

Square Feet of Aggregate Gross Floor Area	Required Number of Berths
40,000 up to and including 60,000	1
60,001 up to and including 160,000	2
160,001 up to and including 264,000	3
264,001 up to and including 388,000	4
388,001 up to and including 520,000	5
520,001 up to and including 652,000	6
652,001 up to and including 784,000	7
784,001 up to and including 920,000	8
For each additional 140,000	1 additional

2

3 (3) Each loading space shall measure not less than 30
4 feet by 12 feet, and shall have an unobstructed height of 14
5 feet 6 inches, shall be made permanently available for such
6 purpose, and shall be surfaced, improved, and maintained as
7 required. Such facilities shall be located so that trucks using
8 the loading space do not interfere with areas reserved for off-
9 street parking nor project into any public right-of-way or off
10 site, or be situated along any street frontage, and shall be
11 adjacent to the building to be served thereby.

12

13 (4) Any floor area provided by additions to or
14 structural alterations to a building shall be provided with
15 loading space or spaces as set forth in this chapter whether or
16 not loading spaces have been provided for the original floor
17 space.

18

19 **Sec. 512. 18.210.270. Code official.** The code
20 official is the City Manager or the City Manager's designee or
21 his/her designated representative.

Sec. 513. 18.210.280. Enforcement. Enforcement of the parking requirements contained in this chapter for new construction, alterations to a structure, or change in principal use, shall be in accordance with the enforcement sections of the buildings and construction code (Title 14 DMMC) or the provisions of the DMMC regulating business licenses (chapter 5.04 DMMC), as the case may be. Enforcement of any violation of this chapter shall be pursuant to DMMC 18.01.080 through 18.01.110.

Chapter 18.215

Protection of Historic and Archeological Resources

Sections:

18.215.010	Title.
12.220.020	Application.
18.215.030	Purpose.
18.215.040	Authority.
18.215.050	Designation criteria for historic or archeological property of local significance.
18.215.060	Historic or archeological properties of local significance.
18.215.070	Designation of additional historic or archeological properties of local significance.
18.215.080	Limit on noise impacts to historic or archeological properties of local significance.
18.215.090	Requirement for noise mitigation plan.
18.215.100	Landmarks commission created - Membership and organization.
18.215.110	King County Code chapter 20.62 adopted.
18.215.120	Adoption by reference.
18.215.130	Code conflicts.

Sec. 514. 18.215.010. Title. This chapter shall be entitled "Protection of Historic and Archeological Resources."

Sec. 515. 12.220.020. Application. This chapter shall be applicable to all zones as set forth herein.

1 **Sec. 516. 18.215.030. Purpose.** The purpose of this
2 chapter is to preserve and protect historic or archaeological
3 properties of local significance.
4

5 **Sec. 517. 18.215.040. Authority.** This chapter is
6 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
7 36.70A RCW and other applicable laws.
8

9 **Sec. 518. 18.215.050. Designation criteria for**
10 **historic or archeological property of local significance.** A
11 building, site, zone, structure, or object may be designated a
12 City historic or archeological property of local significance
13 if: (1) it is listed or eligible for listing in the State or
14 National Register of Historic Places, or is designated or
15 eligible for designation as a King County Landmark; or (2) the
16 City Council determines it meets any of the following criteria:
17

18 (1) It is associated with events that have made a
19 significant contribution to the broad patterns of national,
20 state, or local history;
21

22 (2) It is associated with the life of a person that is
23 important in the history of the community, City, state, or
24 nation or who is recognized by local citizens for substantial
25 contribution to the neighborhood or community;
26

27 (3) It embodies the distinctive characteristics of a
28 type, period, style, or method of construction;
29

30 (4) It is an outstanding or significant work of an
31 architect, builder, designer, or developer who has made a
32 substantial contribution to the art;
33

34 (5) It has yielded, or may be likely to yield,
35 information important in prehistory or history;
36

37 (6) Because of its location, age or scale, it is an
38 easily identifiable visual feature of a neighborhood, community,
39 or the City and contributes to the distinctive quality or
40 identity of such neighborhood, community or the City, or because
41 of its association with significant historical events or
42 historic themes, association with important or prominent persons

1 in the community or the City, or recognition by local citizens
2 for substantial contribution to the neighborhood or the City.

3
4 **Sec. 519. 18.215.060. Historic or archeological**
5 **properties of local significance.** The City Council has
6 determined that the properties identified within the document,
7 Titled Historic Properties Survey: City of Des Moines, dated
8 April 1995, meet one or more of the criteria set forth in DMMC
9 18.215.050 and shall be designated as historic or archeological
10 properties of local significance. Additional properties may be
11 designated as historic or archeological properties of local
12 significance by the City Council.

13
14 **Sec. 520. 18.215.070. Designation of additional**
15 **historic or archeological properties of local significance.**

16
17 (1) The City Council is authorized to designate
18 additional sites, zones, buildings, structures, and objects
19 within the City as historic or archeological properties of local
20 significance.

21
22 (2) Prior to a property's designation as a historic or
23 archeological property of local significance, an expert in
24 historic preservation shall be retained for evaluation of the
25 subject property. The expert shall have training and
26 demonstrated expertise in architecture, historic preservation,
27 or history. The expert shall evaluate the subject property in
28 relation to the criteria specified in DMMC 18.215.050 and submit
29 a written recommendation regarding the proposed designation to
30 the City Council. The owner of the subject property shall be
31 notified in writing of the evaluation and pending action
32 regarding designation, including procedures for removing the
33 property from consideration.

34
35 (3) The City Council shall conduct a public hearing
36 regarding a proposed designation of historic or archeological
37 property of local significance. The City Council shall adopt
38 written findings in conjunction with the designation of a
39 property as a historic or archeological property of local
40 significance.

41
42 (4) Property owners who wish to remove their property
43 from the historic properties survey, or from consideration for

1 designation, may do so by submitting a written request to the
2 Planning, Building and Public Works Director who shall remove
3 the property from consideration, or the survey.

4
5 **Sec. 521. 18.215.080. Limit on noise impacts to**
6 **historic or archeological properties of local significance.**
7 Historic or archeological properties of local significance shall
8 not be subject to adverse land uses that generate exterior noise
9 exposure levels exceeding 55 Ldn dBA, or existing levels as of
10 April 20, 1995, whichever is greater. A reduction in the
11 exterior noise level (greater than 55 Ldn) that existed as of
12 April 20, 1995 shall become the new maximum exterior noise
13 level.

14
15 **Sec. 522. 18.215.090. Requirement for noise**
16 **mitigation plan.** When the Planning, Building and Public Works
17 Director determines that a proposed land use may impact a
18 historic or archeological property of local significance by
19 increasing exterior noise levels above the maximum level
20 permitted by this chapter, the land use proponent shall submit a
21 noise mitigation plan to the City for review and approval before
22 required permits are issued to allow the project to proceed.

23
24 **Sec. 523. 18.215.100. Landmarks Commission created**
25 **- Membership and organization.**

26
27 (1) The City of Des Moines hereby designates and
28 empowers the King County Landmarks Commission ("Commission"),
29 established pursuant to King County Code (K.C.C.) chapter 20.62,
30 to act as the Landmarks Commission for City-owned landmarks in
31 the City of Des Moines pursuant to the provisions of this
32 chapter.

33
34 (2) A special member of the Commission, as provided
35 for in K.C.C. 20.62.030, shall be appointed by the Mayor and
36 confirmed by a majority of the City Council. Such special
37 member shall be advisory only and shall have no authority to
38 bind the City Council without a prior affirmative vote of a
39 majority of the City Council. Such special member shall be a
40 resident of the City and shall have a demonstrated interest and
41 competence in historic preservation. Such appointment shall be
42 made for a three-year term and the special member shall serve
43 until his or her successor is duly appointed and confirmed. In

1 the event of a vacancy, an appointment shall be made to fill the
2 vacancy in the same manner and with the same qualifications as
3 if at the beginning of the term, and the person appointed to
4 fill the vacancy shall hold the position for the remainder of
5 the unexpired term. Such special member may be reappointed, but
6 may not serve more than two consecutive, three-year terms. Such
7 special member shall be deemed to have served one full term if
8 such special member resigns at any time after appointment or if
9 such special member serves more than two years of an unexpired
10 term. The special member of the Commission shall serve without
11 compensation.

12
13 (3) The Commission shall file its rules and
14 regulations, including procedures consistent with this chapter,
15 with the City Clerk.

16
17 **Sec. 524. 18.215.110. King County Code chapter**
18 **20.62 adopted.** For purposes of this chapter, the City adopts
19 King County Code (K.C.C.) chapter 20.62, except as follows:

20
21 (1) K.C.C. 20.62.020 - Definitions.

22
23 Paragraph I is changed to read: "'Director' is the
24 responsible official who approves building permits for the
25 City."

26
27 Paragraph F is changed to read: "'Council' is the Des
28 Moines City Council."

29
30 (2) K.C.C. 20.62.040 - Designation Criteria. All
31 references to "King County" are changed to read "City of Des
32 Moines."

33
34 (3) K.C.C. 20.62.050 - Nomination Procedure. The
35 following language is added:

36
37 No historic resource may proceed through the nomination
38 procedure of King County Code Section 20.62.050 until the Des
39 Moines City Council has approved the historic resource for
40 nomination. A minimum of four Councilmembers must vote in favor
41 before the resource is eligible for the nomination. Said
42 approval by the Council is a condition precedent to any
43 nomination procedure.

(4) K.C.C. 20.62.070 - Designation Procedure. All references to "King County" are changed to read "City of Des Moines."

(5) K.C.C. 20.62.080 - Certificate of Appropriateness Procedure. The last sentence of Paragraph A is deleted.

(6) K.C.C. 20.62.110 - Appeal Procedure. The following language is added:

The decisions of the Commission pertaining to real property within the City of Des Moines may be appealed to and reversed or modified by the Des Moines City Council.

Sec. 525. 18.215.120. Adoption by reference.

(1) Chapter 20.62 of the King County Code (K.C.C.), adopted by reference in DMMC 18.96.070 and by this section, is adopted pursuant to RCW 35A.12.140 as though fully set forth in this chapter, together with any amendments and additions provided in this chapter, and is applicable within the City as presently constituted or as may be subsequently amended.

(2) Not less than one copy of chapter 20.62 K.C.C., as codified, and suitably marked to indicate amendments and additions, is filed in the office of the Des Moines City Clerk and is available for use and examination by the public.

Sec. 526. 18.215.130. Code conflicts. As to City-owned buildings, in case of any conflict between chapter 18.215 DMMC, and DMMC 18.215.100 and 18.215.110 shall govern.

Chapter 18.220

Development Regulations on Land Acquired and Owned by Public Entities

Sections:

18.220.010	Title.
18.220.020	Application.
18.220.030	Purpose.
18.220.040	Authority.

1 18.220.050 Planning and zoning jurisdiction on lands acquired
2 by public entities.
3 18.220.060 Limits on use of land acquired and owned by public
4 entities.
5 18.220.070 Requirements for development on lands acquired and
6 owned by public entities.
7 18.220.080 Management of streets and street rights-of-way
8 within and adjacent to land acquired by public
9 entities.

10
11 **Sec. 527. 18.220.010. Title.** This chapter shall be
12 entitled "Development Regulations on Land Acquired and Owned by
13 Public Entities."

14
15 **Sec. 528. 18.220.020. Application.** This chapter
16 shall be applicable to all lands acquired and owned by public
17 entities.

18
19 **Sec. 529. 18.220.030. Purpose.** The purpose of this
20 chapter is to define the regulations applicable to land within
21 the City and owned by public entities.

22
23 **Sec. 530. 18.220.040. Authority.** This chapter is
24 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
25 36.70A RCW and other applicable laws.

26
27 **Sec. 531. 18.220.050. Planning and zoning**
28 **jurisdiction on lands acquired by public entities.**

29
30 (1) All land within the City acquired and owned by
31 public entities is subject to the zoning and planning
32 jurisdiction of the City.

33
34 (2) All land within the City acquired and owned by
35 public entities shall be developed in a manner consistent with
36 planning, zoning, development, health, and safety requirements
37 of the City.

38
39 **Sec. 532. 18.220.060. Limits on use of land**
40 **acquired and owned by public entities.**

41
42 (1) Except to the extent otherwise provided in state
43 law, all land within the City acquired and owned by public

1 entities after April 21, 1995, is designated for use as open
2 space land or for public facilities designed to benefit the City
3 and its residents (e.g., fire station, school building), except
4 for land rezoned through established procedures.
5

6 (2) Except to the extent otherwise provided in state
7 law, property within the City acquired and owned by public
8 entities may not be used for new commercial activities, unless
9 the City makes a finding that such land uses are of value to the
10 City and should be permitted. All commercial land uses of
11 property are subject to City land use regulations and are
12 restricted in accordance with the City's land use plans, zoning
13 ordinances and development regulations.
14

15 (3) Modification, demolition, and relocation of
16 buildings and structures on land within the City acquired and
17 owned by public entities shall require City approval and
18 permits.
19

20 **Sec. 533. 18.220.070. Requirements for development**
21 **on lands acquired and owned by public entities.**
22

23 (1) Areas within the City acquired and owned by public
24 entities shall perform an environmental survey to investigate
25 soil and site contamination before the City will allow site
26 preparation, construction or demolition activities. All
27 identified soil and site contamination shall be remediated as a
28 condition of site modification.
29

30 (2) Any site development activity on land within the
31 City acquired and owned by public entities shall meet City
32 zoning regulations.
33

34 **Sec. 534. 18.220.080. Management of streets and**
35 **street rights-of-way within and adjacent to land acquired by**
36 **public entities.** The City shall retain full authority over the
37 management, operation, and maintenance of streets and street
38 rights-of-way within the City acquired and owned by public
39 entities.
40

Sections:

18.230.010 Title.
18.230.020 Application.
18.230.030 Purpose.
18.230.040 Authority.
18.230.050 Initiation of planned unit development projects.
18.230.060 Procedure for approval of planned unit development projects.
18.230.070 Expiration.
18.230.080 Form of and contents of applications and types of information required.
18.230.090 Permitted location of planned unit development projects.
18.230.100 Required minimum site area.
18.230.110 Uses permitted.
18.230.120 Permissive variations in requirements.
18.230.130 Recreation area required.
18.230.140 Minor adjustments in planned unit development.

Sec. 535. 18.230.010. Title. This chapter shall be entitled "Planned Unit Developments."

Sec. 536. 18.230.020. Application. This chapter shall be applicable to all zones as set forth herein.

Sec. 537. 18.230.030. Purpose. Wherein the zoning map establishes only zone boundaries and the text of this Title establishes the permitted use of land in the various zones and the conditions applicable to such use, and wherein all of the provisions, conditions, and requirements set forth in this Title are in general, designed to apply to individual lots and minimum area parcels, a planned unit development, as the term is employed in this Title has the following purposes:

(1) To produce a development which would be as good or better than that resulting from the traditional lot by lot development, by applying to large areas, whether consisting of consolidated lots or unsubdivided property, the same principles and purposes inherent in the required provisions applying to individual lots or minimum area parcels;

1 (2) To correlate comprehensively the provisions of
2 this Title and other ordinances and codes of the City, to permit
3 developments which will provide a desirable and stable
4 environment in harmony with that of the surrounding area;
5

6 (3) To permit flexibility that will encourage a more
7 creative approach in the development of land, and will result in
8 a more efficient, aesthetic, and desirable use of open area,
9 while at the same time, maintaining substantially the same
10 population density and area coverage permitted in the zone in
11 which the project is located;
12

13 (4) To permit flexibility in design, placement of
14 buildings, use of open spaces, circulation facilities, off-
15 street parking areas, and to best utilize the potentials of
16 sites characterized by special features of geography,
17 topography, size, or shape.
18

19 **Sec. 538. 18.230.040. Authority.** This chapter is
20 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
21 36.70A RCW and other applicable laws.
22

23 **Sec. 539. 18.230.050. Initiation of planned unit**
24 **development projects.** Planned unit development projects may be
25 initiated by:
26

27 (1) The owner of all the property involved, if under
28 one ownership; or
29

30 (2) An application filed jointly by all owners having
31 Title to all of the property in the area proposed for the
32 planned development project, if there is more than one owner; or
33

34 (3) A governmental agency.

Sec. 540. 18.230.060. Procedure for approval of planned unit development projects.

(1) Applications for planned unit developments shall be processed in accordance with review procedures for subdivisions as specified in chapter 17.10 DMMC (Subdivisions).

(2) The planned unit development resulting from the application of the provisions of this section shall be made a part of the zoning map, identified thereon by appropriate reference to the detailed planned unit development map and explanatory text (if any) either by number or by symbol and constitute a limitation on the use and design of the site.

Sec. 541. 18.230.070. Expiration. Upon the abandonment of a particular project authorized under this chapter or upon the expiration of three years from the final approval of a planned unit development which has not by then been completed (or commenced with an extension of time for completion granted), the authorization shall expire and the land and the structures thereon may be used only for a lawful purpose permissible within the zone in which the planned unit development is located.

Sec. 542. 18.230.080. Form of and contents of applications and types of information required.

(1) The Planning, Building and Public Works Department shall prescribe the form on which applications are made for planned unit development projects. It may prepare and provide blanks for such purpose and prescribe the type of information to be provided in the application by the applicant.

No application shall be determined to be complete unless it complies with the requirements.

(2) Application for planned unit development approval shall contain the information specified in DMMC 17.40.050 (Application materials - Short subdivisions, preliminary subdivisions, binding site plans, plat alterations, and plat vacations) and DMMC 17.40.060 (Application materials - Public notice).

1
2 (3) An accompanying explanatory text shall provide a
3 written statement of the general purposes of the project and an
4 explanation of all features pertaining to uses and other
5 pertinent matters not readily identifiable in map form. The
6 adoption of the text specifying the particular nonresidential
7 uses permitted to locate on the site, if any, shall constitute a
8 limitation to those specific uses.
9

10 **Sec. 543. 18.230.090. Permitted location of planned**
11 **unit development projects.**
12

13 (1) Residential planned unit development projects may
14 locate only in single-family residential, RA, and Multifamily
15 Residential Zones when processed and authorized as provided in
16 this chapter.
17

18 (2) Planned unit developments for other than
19 residential uses may locate only in zones first permitting the
20 heaviest use locating on the premises.
21

22 (3) The major internal street serving the planned unit
23 development project in an RA or more intensive zone shall be
24 functionally connected to a local/access street or higher-
25 capacity roadway as defined by the City of Des Moines
26 Comprehensive Plan.
27

28 **Sec. 544. 18.230.100. Required minimum site area.**
29 A planned unit development project shall contain an area of not
30 less than five times the minimum lot area per dwelling unit of
31 the underlying zone.
32

33 **Sec. 545. 18.230.110. Uses permitted.** In a planned
34 unit development only the following uses are permitted:
35

36 (1) In a residential planned unit development:
37

38 (a) Residential units, either detached or in
39 multiple dwellings;
40

41 (b) Accessory incidental retail and other
42 nonresidential uses may be specifically and selectively
43 authorized as to exact type and size to be integrated into the

1 project by design, accessory retail uses to serve only as a
2 convenience to the inhabitants of the project;

3
4 (c) Recreational facilities including but not
5 limited to, tennis courts, swimming pools, and playgrounds;

6
7 (d) Schools, libraries, and community halls;

8
9 (2) In planned unit developments for other than
10 residential uses, uses shall be limited to those permitted by
11 the zone in which the use is located.

12
13 **Sec. 546. 18.230.120. Permissive variations in**
14 **requirements.** In considering a proposed planned unit
15 development project the approval thereof may involve
16 modifications in the regulations, requirements, and standards of
17 the zone in which the project is located so as to appropriately
18 apply such regulations, requirements, and standards to the
19 larger site. In modifying such regulations, requirements, and
20 standards as they may apply to a planned unit development
21 project, the following limitations shall apply:

22
23 (1) Placement of buildings. The required yards, on-
24 site landscaping, and open spaces and the height of the
25 buildings involved shall dictate the location of buildings and
26 structures within the planned unit development;

27
28 (2) Yards. Unless alternative yard areas are
29 authorized with approval of a planned unit development, the
30 requirements for front yards for the underlying zone shall apply
31 to all perimeter lines of the site. In no circumstance shall
32 yards as measured from perimeter lot lines of the planned unit
33 development be less than 10 feet from the front and five feet
34 from the side and rear lot lines;

35
36 (3) Open spaces. The distance between buildings
37 containing dwelling units shall be not less than that required
38 for the underlying zone. Any accessory building shall observe a
39 distance from a building containing a dwelling unit as set forth
40 in the underlying zone;

41
42 (4) Height of buildings. In a planned unit development
43 no building or structure shall exceed the height which is

1 allowed by this Title in the underlying zone for the particular
2 type building or structure;

3
4 (5) Number of dwelling units. The number of dwelling
5 units permitted in any residential zone shall be determined by
6 dividing the net development area by the minimum lot area per
7 dwelling unit required by the underlying zone. Net development
8 area shall be determined by subtracting the area set aside for
9 churches, schools, or commercial use from the total development
10 area;

11
12 (6) Permitted site coverage. The permitted percentage
13 of coverage by buildings and structures for the net development
14 area as determined in subsection (5) of this section shall not
15 exceed the percentage of coverage permitted in the underlying
16 zone;

17
18 (7) Permitted floor area. The maximum permitted floor
19 area for all buildings shall not exceed the floor area permitted
20 in the zone first permitting the use authorized;

21
22 (8) Off-Street Parking. The total required off-street
23 parking facilities shall be not less than the sum of the
24 required parking facilities for the various uses computed
25 separately. All provisions of chapter 18.210 DMMC (Loading Areas
26 and Off-Street Parking) shall be adhered to.

27
28 **Sec. 578. 18.230.130. Recreation area required.**

29
30 (1) Within a planned unit development in a single-
31 family residential or RA zone, park land shall be provided as
32 specified by DMMC 17.35.180 (Parks).

33
34 (2) Within a planned unit development in a Multifamily
35 Residential Zone, on-site recreation area shall be provided as
36 specified in chapter 18.155 DMMC (Multifamily Recreation Areas).

37
38 **Sec. 548. 18.230.140. Minor adjustments in planned**
39 **unit development.** In issuing building permits in connection
40 with the construction of a planned unit development, the
41 Planning, Building and Public Works Department may make minor
42 adjustments involving the location or dimensions of buildings;
43 provided, such adjustments shall not increase the total amount

1 of floor space authorized in the planned unit development, or
2 the number of dwelling units, nor decrease the amount of parking
3 or loading facilities, nor permit buildings to locate closer to
4 any boundary line, nor change any points of ingress and egress
5 to the site.

6
7 **Chapter 18.235**
8 **Design Review**
9

10 **Sections:**

11 18.235.010 Title.
12 18.235.020 Application.
13 18.235.030 Purpose.
14 18.235.040 Authority.
15 18.235.050 Definitions.
16 18.235.060 Delegation of design review authority,
17 consultants, expedited matters.
18 18.235.070 Procedure.
19 18.235.080 Pre-application meeting.
20 18.235.090 Application materials.
21 18.235.100 Criteria.
22 18.235.110 Decision.
23 18.235.120 Appeals.

24
25 **Sec. 549. 18.235.010. Title.** This chapter shall be
26 entitled "Design Review."

27
28 **Sec. 550. 18.235.020. Application.**

29
30 (1) Except as provided below, no building permit shall
31 be issued by the City for any regulated improvement except upon
32 prior approval of the Planning, Building and Public Works
33 Department and no significant changes, as defined in chapter 1
34 of the International Building Code ("IBC"), shall be made in or
35 to an architectural feature of any regulated improvement without
36 the prior approval of the Planning, Building and Public Works
37 Department. Deviation from a plan approved by the Planning,
38 Building and Public Works Department shall be permitted only
39 after the filing and approval of an amended plan.

40
41 (2) The following development projects or changes
42 shall be exempt from design review:
43

1 (a) Re-striping and other minor changes to
2 parking lots that do not result in changes to landscaping, a
3 reconfiguration of the lot or the creation of five or more new
4 parking spaces.

5
6 (b) Fences that do not require a separate
7 development permit.

8
9 (c) Underground utilities are not included as
10 development subject to design review.

11
12 (d) Right-of-way improvements not associated
13 with development subject to design review.

14
15 (e) Landscaping alterations shall not be
16 subject to design review.

17
18 (f) Storm water facilities located within
19 street rights-of-way or regional storm water facilities shall
20 not be subject to design review.

21
22 (g) Expansion or remodeling work of any
23 building which is equal to or less than five percent of the
24 building's existing floor area, or overall size in cases where
25 the overall floor area is not applicable due to replacement
26 remodeling where significant changes to the building are made
27 without changing the floor area.

28
29 (h) Any improvement to multifamily, commercial
30 or institutional structures not open to exterior view.

31
32 (3) The Planning, Building and Public Works Department
33 may require a bond to the City in an amount reasonable to secure
34 the installation of landscaping, screens, exterior lighting,
35 walkways, and other similar site improvements.

36
37 **Sec. 551. 18.235.030. Purpose.** These regulations
38 are adopted for the following purposes:

39
40 (1) To promote the public health, safety, and general
41 welfare of the citizens of the City;
42

1 (2) To recognize that land use regulations aimed at
2 the orderliness of community growth, the protection and
3 enhancement of property values, the minimization of discordant
4 and unsightly surroundings, the avoidance of inappropriateness
5 and poor quality of design and other environmental and aesthetic
6 objectives provide not only for the health, safety, and general
7 welfare of the citizens, but also for their comfort and
8 prosperity and the beauty and balance of the community, and as
9 such, are the proper and necessary concerns of local government;

10
11 (3) To protect, preserve, and enhance the social,
12 cultural, economic, environmental, aesthetic, and natural values
13 that have established the desirable quality and unique character
14 of Des Moines;

15
16 (4) To promote and enhance construction and
17 maintenance practices that will tend to promote visual quality
18 throughout Des Moines;

19
20 (5) To recognize environmental and aesthetic design as
21 an integral part of the planning process; and

22
23 (6) To implement adopted land use policies and
24 regulations, including the Des Moines Comprehensive Plan, Marina
25 District Design Guidelines, Pacific Ridge Neighborhood
26 Improvement Plan, and Pacific Ridge Design Guidelines.

27
28 **Sec. 552. 18.235.040. Authority.** This chapter is
29 adopted pursuant to the provisions of chapters 35.63, 35A.63 and
30 36.70A RCW and other applicable laws.

31
32 **Sec. 553. 18.235.050. Definitions** - Use of words
33 and phrases. As used in this chapter, unless the context or
34 subject matter clearly requires otherwise, the words or phrases
35 defined in this section shall have the indicated meanings.

36
37 "Architectural feature" means the exterior architectural
38 treatment and general arrangement of the portions of an
39 improvement and site that are open to external view, including,
40 but not limited to, the kind, color, and texture of building
41 materials, types of windows and doors, attached or detached
42 signs, landscaping, screens, parking lots, exterior lighting,
43 walkways, and other fixtures appurtenant to such portions.

1
2 "Capital improvement" means an improvement visible to the
3 public, done by the City upon property owned by or under control
4 of the City.

5
6 "Improvement" means a building, structure, or other
7 improvement to real property. It shall include, but not be
8 limited to, street improvements, street furniture, park
9 developments, private and public schools, commercial and
10 business developments, public utility and governmental buildings
11 and structures, religious institutions, hotels, motels,
12 apartment houses and other multiple-family dwellings, certain
13 single-family dwelling units, hospitals, rest homes and other
14 similar developments, and commercial and non-commercial
15 recreational areas. It shall not include underground wires,
16 pipes, or other similar underground utility installations.

17
18 "Regulated improvements" means an improvement upon any
19 property within the City, other than one single-family dwelling
20 unit, structure, or building, and uses accessory thereto; except
21 multiple building permit applications by the same applicant or
22 one standing in privity to the applicant for the construction of
23 a series of single-family dwellings in the same subdivision or
24 short subdivision are considered regulated improvements.

25
26 "Street furniture" means improvements located in streets
27 or rights-of-way and parking lots or other similar open spaces
28 on a site, including, but not limited to, light standards,
29 utility poles, newspaper stands, bus shelters, planters, traffic
30 signs, traffic signals, benches, guard rails, rockeries,
31 retaining walls, mailboxes, litter containers, and fire
32 hydrants.

33
34 **Sec. 554. 18.235.060. Delegation of design review**
35 **authority, consultants, expedited matters.** The City Manager or
36 the City Manager's designee shall have responsibility for all
37 design review decisions, but may delegate such authority to
38 subordinates who are qualified in the fields of planning,
39 engineering, building, landscaping, and the like. The City
40 Manager or the City Manager's designee is further authorized to
41 employ consultants if, in his discretion, the scope, size, or
42 nature of the project requires services beyond the capabilities
43 of City staff. In the event such consultants are employed, the

1 building permit fee may be increased to include the cost of
2 consulting services. In the event the City Manager or the City
3 Manager's designee finds that the application presents special
4 problems relative to planning or zoning, he may decline to take
5 action and refer the application to the City Council as an
6 expedited matter.

7
8 **Sec. 555. 18.235.070. Procedure.** The City Manager
9 or the City Manager's designee may adopt by executive order
10 procedural rules for the efficient implementation of this
11 chapter. The Planning, Building and Public Works Department
12 shall complete its review and make its decision and/or
13 recommendations within 40 days after the final plans and
14 elevations have been submitted, and failure to do so shall be
15 considered approval. Decisions shall be based on the criteria
16 found in DMMC 18.235.100.

17
18 **Sec. 556. 18.235.080. Pre-application meeting.**

19
20 (1) In order to facilitate application review and
21 approval, the Planning, Building and Public Works Director may
22 require a pre-application meeting as outlined by DMMC 18.20.100.

23
24 (2) In addition to the purposes outlined by DMMC
25 18.20.100, the design review pre-application has the following
26 purposes:

27
28 (a) Identify applicable design review approval
29 procedures, decisional criteria and guidelines; and

30
31 (b) Discuss information provided by the
32 applicant and to recommend modifications or to identify
33 additional information that may be needed.

34
35 (3) The design review pre-application meeting shall
36 not constitute acceptance, approval, conditional approval,
37 denial, public notice, or any other land use decision.
38

1 **Sec. 557. 18.235.090. Application materials.** Unless
2 waived by the Planning, Building and Public Works Director, the
3 following application materials and other applicable materials
4 as may be required shall be submitted for any proposed design
5 review approval.
6

7 (1) A site plan showing the location of proposed and
8 existing buildings, parking, exterior lighting, signs and
9 landscaping;
10

11 (2) Colored elevations of exterior building facades
12 indicating the proposed building materials, finish colors,
13 fenestration patterns, rooflines, etc.;
14

15 (3) Detailed drawings of architectural features,
16 signage, trim, etc.;
17

18 (4) Photos clearly showing the facades of adjacent
19 development, general streetscape character and territorial and
20 other views from the site, if any;
21

22 (5) A perspective drawing of the building envelope
23 allowed by applicable setback, lot coverage, and building height
24 regulations;
25

26 (6) A summary of the objectives of the proposed
27 construction or development, including a summary of proposed
28 land uses;
29

30 (7) The final conceptual drawings, elevations, floor
31 plans, and landscaping plan for the building site;
32

33 (8) Samples of proposed building materials and colors;
34

35 (9) A written description of how the proposed
36 development satisfies applicable design guidelines.
37

38 **Sec. 558. 18.235.100. Criteria.** Decisions to
39 approve, conditionally approve, or deny a design review
40 application shall be based on the following criteria:
41

42 (1) Relationship to building site.
43

1 (a) The site should be planned to accomplish
2 the desirable transition with the streetscape, provide for
3 adequate planting, and to facilitate pedestrian movement.

4
5 (b) Parking and service areas shall be located,
6 designed, and screened from public view.

7
8 (c) The height and scale of each building
9 should be compatible with its site and adjoining buildings.

10
11 (2) Relationship of building and site to adjoining
12 area.

13
14 (a) Buildings and structures should be made
15 compatible with adjacent buildings of conflicting architectural
16 styles by such means as screens, sight breaks, and materials.

17
18 (b) Harmony in texture, lines, and masses
19 should be encouraged.

20
21 (c) Attractive landscape transition to
22 adjoining properties should be provided.

23
24 (3) Landscape and site treatment.

25
26 (a) Where existing topographic patterns
27 contribute to beauty and utility of a development, they should
28 be preserved and developed.

29
30 (b) Grades of walks, parking spaces, terraces,
31 other paved areas, and large expanse of walls should provide an
32 inviting and stable appearance.

33
34 (c) Landscape treatment should enhance
35 architectural features, strengthen vistas and important axes,
36 and provide shade.

37
38 (d) In locations where plants will be
39 susceptible to injury by pedestrian or motor traffic, they
40 should be protected by appropriate curbs, tree guards, or other
41 devices.

42

1 (e) Where building sites limit planting, the
2 placement of trees or shrubs in parkways or paved areas is
3 encouraged.

4
5 (f) Screening of service yards and other places
6 which tend to be unsightly should be accomplished by use of
7 walls, fencing, planting, or combinations of these. Screening
8 should be effective in winter and summer.

9
10 (g) In areas where general planting will not
11 prosper, other materials such as fences, walls, and pavings of
12 wood, brick, stone, gravel, etc., should be used.

13
14 (h) Exterior lighting, when used, should
15 enhance the building design and the adjoining landscape.
16 Lighting standards and fixtures should be of a design and size
17 compatible with the building and adjacent areas. Lighting should
18 be shielded and restrained in design. Excessive brightness and
19 brilliant colors should be avoided.

20
21 (4) Building design.

22
23 (a) Evaluation of a project shall be based on
24 the quality of its design and relationship to the natural
25 setting of its surroundings.

26
27 (b) Building components, such as windows,
28 doors, eaves, and parapets, should be proportionate and relative
29 to each other.

30
31 (c) Colors should be harmonious, with bright or
32 brilliant colors used only for accent.

33
34 (d) Design attention should be given to
35 mechanical equipment or other utility hardware on roofs,
36 grounds, or buildings to screen them from view.

37
38 (e) Exterior lighting, when used, shall be part
39 of the architectural concept. Fixtures, standards, and all
40 exposed accessories should be harmonious with the building
41 design.

42

1 (f) Monotony of design in single or multiple
2 building projects should be avoided. Variety of detail, form,
3 and siting should be used to provide visual interest. In
4 multiple building projects, variable siting of individual
5 buildings may be used to prevent a monotonous appearance.

6
7 (5) Signs.

8
9 (a) Signs shall conform to the ordinances of
10 the City relative to signs.

11
12 (b) Signs should be part of the architectural
13 concept. Size, materials, color, lettering, location, number,
14 and arrangements should be harmonious with the building design.

15
16 (c) The number and size of signs should be
17 minimized to avoid visual clutter.

18
19 (d) Colors shall be used harmoniously and with
20 restraint. Excessive brightness and brilliant colors shall be
21 avoided. Lighting should be harmonious with the design. If
22 external spot or flood lighting is used, it should be arranged
23 so that light source is shielded from view.

24
25 (6) Miscellaneous structures and street furniture.

26
27 (a) Miscellaneous structures and street
28 furniture located on private property, public ways, and other
29 public property should be designed to be part of the
30 architectural concept of the design and landscape. Materials
31 should be compatible with buildings. Scale should be
32 appropriate. Colors should be in harmony with buildings and
33 surroundings. Proportions should be to scale.

34
35 (b) Lighting in connection with miscellaneous
36 structures and street furniture should meet the criteria
37 applicable to site, landscape, buildings, and signs.

38
39 (7) In addition to the criteria above, properties
40 within Pacific Ridge as delineated by the Des Moines
41 Comprehensive Plan shall satisfy the purpose and intent of the
42 Pacific Ridge Design Guidelines.

1 (8) In addition to the criteria above, properties
2 within downtown neighborhood, as delineated by the Des Moines
3 Comprehensive Plan, shall satisfy the purpose and intent of the
4 Marina District Design Guidelines.

5
6 **Sec. 559. 18.235.110. Decision.**

7
8 (1) The Planning, Building and Public Works Director
9 may approve, conditionally approve, or deny a design review
10 application as provided by chapter 18.20 DMMC and this chapter.

11
12 (2) The Planning, Building and Public Works Director
13 shall provide a written report or decision as provided by
14 chapter 18.20 DMMC. The written report or decision shall include
15 the following information:

- 16
17 (a) The name and address of the applicant;
18
19 (b) The location of the proposed development;
20
21 (c) A brief description of the proposed
22 development;
23
24 (d) The decision to approve, conditionally
25 approve, or deny the design review application;
26
27 (e) If the application is conditionally
28 approved or denied, the applicable decision criteria shall be
29 identified;
30
31 (f) The date of the report or decision.

32
33 **Sec. 560. 18.235.120. Appeals.** A person or persons
34 aggrieved by an action of the Planning, Building and Public
35 Works Department under this chapter may file an appeal pursuant
36 to chapters 18.20 and 18.240 DMMC with the Hearing Examiner
37 within 14 days of the department decision in accordance with the
38 Hearing Examiner Code. The filing of an appeal shall be
39 considered a Type I appeal and shall suspend the issuance of a
40 building permit until final action is taken on the appeal.

Chapter 18.240
Hearing Examiner

Sections:

18.240.010	Title
18.240.020	Application.
18.240.030	Purpose.
18.240.040	Authority.
18.240.050	Definitions.
18.240.060	Establishment of the office of Hearing Examiner.
18.240.070	Appointment - Qualifications - Term and compensation.
18.240.080	Hearing Examiner and deputy Hearing Examiner - Removal from office.
18.240.090	Ex parte communications.
18.240.100	Conflict of interest.
18.240.110	Freedom from improper influence.
18.240.120	Budget - Administrative support.
18.240.130	Rules.
18.240.140	Jurisdiction and powers. ¹
18.240.150	Duty to conduct hearings - Decisions to be in writing - Time period.
18.240.160	Matters to be heard by Examiner.
18.240.170	Appeal from administrative decisions - Time for filing - Substantial weight requirement - Standard of review - Failure to exhaust administrative remedies.
18.240.180	Decisions - Basis - Conditional.
18.240.190	Dismissal of pending matters.
18.240.200	Presentation of evidence.
18.240.210	Rehearing.
18.240.220	Record of hearing - Content.
18.240.230	Decision - Content and distribution.
18.240.240	Decision - Reconsideration.
18.240.250	Appeals from decision of Hearing Examiner.
18.240.260	Content of appeal.
18.240.270	Timing of appeal.
18.240.280	Reference to board of adjustment.

Sec. 561. 18.240.010. Title. This chapter shall be entitled "Hearing Examiner."

1
2 **Sec. 562. 18.240.020. Application.** This chapter
3 shall be applicable to all hearings by and appeals to the
4 Hearing Examiner as set forth in this Code.
5

6 **Sec. 563. 18.240.030. Purpose.** The City Council
7 finds that the present statutory provisions for quasi-
8 adjudicatory hearings in the City have developed on a piece-meal
9 basis, assigning different types of quasi-adjudicatory hearings
10 to the City Council. The purpose of this chapter is to
11 substitute a Hearing Examiner system authorized by chapter
12 35A.63 RCW for the board of adjustment, and to grant to the
13 Hearing Examiner final authority in all matters requiring a
14 quasi-adjudicatory hearing heretofore heard by the board of
15 adjustment under the ordinances of the City and the laws of the
16 state.
17

18 **Sec. 564. 18.240.040. Authority.** This chapter is
19 adopted pursuant to the provisions of RCW 35A.63.170.
20

21 **Sec. 565. 18.240.050. Definitions.** For the purposes
22 of this chapter:
23

24 "Ex parte communication" means any oral or written
25 communication made by any person, including a City employee or
26 official, pertaining to a matter that is or will be within the
27 jurisdiction of the Hearing Examiner made outside of a public
28 hearing and not included in the public record.
29

30 "Party" or "party of record" means any person who has
31 appeared at a hearing of the Hearing Examiner by presenting
32 testimony or making written comment.
33

34 **Sec. 566. 18.240.060. Establishment of the office**
35 **of Hearing Examiner.** Pursuant to chapter 35A.63 RCW, the office
36 of Hearing Examiner for the City is established. The Hearing
37 Examiner shall interpret, analyze, and review administrative
38 decisions and matters concerning land use regulation as provided
39 in this chapter and other ordinances. The term Hearing Examiner
40 as used in this chapter shall include deputy Examiners, except
41 that provisions related to appointment of the Hearing Examiner
42 and any Deputy Examiner, as set forth in this chapter, shall
43 apply only to that particular office.

**Sec. 567. 18.240.070. Appointment - Qualifications
- Term and compensation.**

(1) The Hearing Examiner is nominated by the City Manager or the City Manager's designee and confirmed by the City Council by majority vote.

(2) The deputy Hearing Examiner is nominated by the City Manager or the City Manager's designee upon recommendation of the Hearing Examiner and likewise confirmed by the City Council. Such deputy or examiner pro tem shall have the power to perform the duties of the Hearing Examiner whenever the Hearing Examiner is absent, has a conflict of interest, or otherwise so requests.

(3) The qualifications for the office of Hearing Examiner are expertise in land use law and planning and the training and experience necessary to conduct administrative or quasi-judicial hearings and issue decisions on administrative and land use planning and regulatory matters.

(4) The Hearing Examiner and deputy Hearing Examiner shall be appointed to their respective offices for a term which shall initially expire one year following the date of original appointment and thereafter expire four years following the date of each reappointment.

(5) The Hearing Examiner shall receive compensation at the rate set in the annual budget ordinance of the City. Deputy Hearing Examiners shall receive compensation pro rata based on the rate set for the Hearing Examiner.

(6) The City Manager or the City Manager's designee is authorized to appoint a temporary Hearing Examiner for the City during such time as the regular position of Hearing Examiner is vacant. Such individual shall carry out the functions of the Hearing Examiner as described in this chapter. The temporary appointment authorized in this section shall not be construed as the initial term of appointment of the Hearing Examiner contemplated under this chapter. Such temporary appointment shall be for a period of no longer than six months.

1 **Sec. 568. 18.240.080. Hearing Examiner and deputy**
2 **Hearing Examiner - Removal from office.** The Hearing Examiner or
3 deputy Hearing Examiner may be removed from office by majority
4 vote of City Council only upon proof of one of the grounds for
5 termination contained in the City personnel manual. Prior to
6 such removal, the Hearing Examiner, or deputy Hearing Examiner,
7 shall have a right to a pretermination hearing before the City
8 Council in executive session, or, if the individual so requests
9 pursuant to RCW 42.30.110(1)(f), in open council session. At the
10 pretermination hearing, the council shall hear all interested
11 parties, and following such hearing the council shall state its
12 reasons for removal in writing, if that is the case. The
13 provisions of this section shall be inapplicable where the
14 Hearing Examiner serves under the terms of a written contract,
15 in which case the Hearing Examiner may be removed at the
16 expiration of such contract or prior to expiration in accordance
17 with the terms of the contract.

18
19 **Sec. 569. 18.240.090. Ex parte communications.**
20

21 (1) No person may communicate ex parte, directly or
22 indirectly, with the Hearing Examiner. The Hearing Examiner may
23 not communicate ex parte, directly or indirectly, with any
24 person, unless the Hearing Examiner makes such communication
25 part of the public record and provides the opportunity to review
26 and comment upon the communicated matter at a public hearing.

27
28 (2) This section does not prohibit ex parte
29 communication regarding procedural matters, or preclude
30 communication by the Hearing Examiner made solely for the
31 purpose of conveying information regarding the specifics of an
32 application or communication with City employees requesting
33 additional information or clarification, so long as such
34 communication and any information and clarification received is
35 made part of the record.

36
37 (3) The Hearing Examiner is required to disclose all
38 ex parte communications and the circumstances under which they
39 are made and, in the Hearing Examiner's discretion, may abstain
40 from considering the application that is the subject of such
41 communication.

42
43 **Sec. 570. 18.240.100. Conflict of interest.**

1
2 (1) The Hearing Examiner may not participate in a
3 hearing or decision with respect to which:

4
5 (a) The Hearing Examiner; or

6
7 (b) A Hearing Examiner's relative, which term
8 includes any spouse, parent, child, sibling, and in-law; or
9

10 (c) Any Hearing Examiner's partner; or

11
12 (d) A business as to which the Hearing
13 Examiner:

14
15 (i) Is an employee;

16
17 (ii) Was an employee within the previous
18 two years;

19
20 (iii) Is negotiating or has an
21 arrangement, or understanding with concerning future employment;
22 or

23
24 (iv) Has a direct or substantial
25 financial interest, except as provided in this section. "Direct
26 or substantial financial interest" includes a substantial
27 interest in property in proximity to property that is the
28 subject of an application.
29

30 (2) Prior to a hearing the Hearing Examiner shall
31 disclose publicly and on the record any actual or potential
32 interest the Hearing Examiner or any of the persons described in
33 this section has in the outcome of the hearing.
34

35 (3) The Hearing Examiner may participate in a hearing
36 and decision in which an interest described in this section
37 exists if, and only if, the Hearing Examiner fully discloses
38 such interest and affirms that such interest will not affect the
39 outcome of the hearing or decision and either:

40
41 (a) All persons present or who have submitted
42 written comments to the record prior to the hearing agree in
43 writing, on a form provided by the Hearing Examiner setting

1 forth the interest, to allow the Hearing Examiner to
2 participate; or

3
4 (b) A deputy Hearing Examiner is not available
5 to hear and decide the matter.

6
7 (4) The exception in subsection (3) of this section is
8 to be used only when reasonably necessary to avoid undue delay
9 or prejudice to a party. There is no exception to the duty to
10 disclose under subsection (2) of this section.

11
12 **Sec. 571. 18.240.110. Freedom from improper**
13 **influence.** No person, including City officials, elected or
14 appointed, shall attempt to influence an Examiner in any matter
15 pending before him, except at a public hearing duly called for
16 such purpose, or to interfere with an Examiner in the
17 performance of his duties in any other way.

18
19 **Sec. 572. 18.240.120. Budget - Administrative**
20 **support.** The Hearing Examiner will be provided with such funds
21 and administrative support as are adopted annually by the City
22 Council upon recommendation of the City Manager or the City
23 Manager's designee. The Hearing Examiner will meet annually with
24 the City Manager or the City Manager's designee for this
25 purpose.

26
27 **Sec. 573. 18.240.130. Rules.** The Examiner shall
28 have the power to prescribe rules and regulations concerning
29 procedures for hearings authorized in this chapter, to issue
30 summons for and compel the appearance of witnesses, to
31 administer oaths, and to preserve order. The privilege of cross-
32 examination of witnesses shall be accorded all interested
33 parties or their counsel in accordance with rules of the
34 Examiner.

35
36 **Sec. 574. 18.240.140. Jurisdiction and powers.¹** The
37 Hearing Examiner exercises all powers and authority, as a first
38 level forum in quasi-adjudicatory matters, formerly exercised by
39 the City Council and board of adjustment subject to the
40 provisions of chapter 35.14 RCW.

41
42 **Sec. 575. 18.240.150. Duty to conduct hearings -**
43 **Decisions to be in writing - Time period.** The Examiner shall

1 receive and examine available information, conduct public
2 hearings and prepare a record thereof, and enter final
3 decisions, which have the effect of an administrative decision
4 appealable to the City Council. Each decision of a Hearing
5 Examiner shall be in writing and shall include findings and
6 conclusions, based on the record, to support the decision. In
7 land use matters, such findings and conclusions shall also set
8 forth the manner in which the decision would carry out and
9 conform to the City's comprehensive plan and the City's
10 development regulations. Each final decision of a Hearing
11 Examiner shall be rendered within 14 working days following
12 conclusion of all testimony and hearings, unless a longer period
13 is mutually agreed to in writing by the applicant and Hearing
14 Examiner.

15
16 **Sec. 576. 18.240.160. Matters to be heard by**
17 **Examiner.** Specifically, the Hearing Examiner conducts public
18 hearings (where applicable) and renders final decisions on the
19 following:

20
21 (1) Type III land use actions as specified by chapter
22 18.56 DMMC (Land use review procedures);

23
24 (2) Appeals of administrative decisions as further
25 provided in this code; and

26
27 (3) Such other matters as the City Council may from
28 time to time refer.

29
30 **Sec. 577. 18.240.170. Appeal from administrative**
31 **decisions - Time for filing - Substantial weight requirement -**
32 **Standard of review - Failure to exhaust administrative remedies.**
33 Any person or persons aggrieved by any administrative decision,
34 made under a provision of this code which expressly provides
35 that such administrative decision is subject to review by the
36 Hearing Examiner, may seek review of such decision by the
37 Hearing Examiner by filing with the City Clerk a written notice
38 of appeal of an administrative decision within 10 days of the
39 decision that is being challenged. The City Clerk may reject or
40 dismiss any appeal sought to be filed by a person not given the
41 right to appeal under this code, or any incomplete appeal. An
42 appeal will be considered incomplete if it fails to satisfy the

1 requirements set forth above or if it does not provide at least
2 the following:

3
4 (1) Applicable filing fee, a schedule of which is
5 available by contacting the City Clerk;

6
7 (2) The appellant's name, address, telephone number
8 and fax line, and other information which would facilitate
9 prompt communications with the appellant;

10
11 (3) A copy of the administrative decision that is the
12 subject of the appeal;

13
14 (4) A detailed statement identifying specifically the
15 error of fact, law or procedure made by the administrative
16 decision-maker, and the effect(s) of the alleged error(s) on the
17 decision that is the subject of the appeal; and

18
19 (5) A statement of the redress sought by the
20 appellant.

21
22 The administrative decision appealed shall be given substantial
23 weight by the Hearing Examiner. On any such appeal, the standard
24 of review shall be whether the administrative decision was
25 clearly erroneous based on a review of all evidence, or the
26 administrative decision was arbitrary or capricious. Failure of
27 a party to request review by the Hearing Examiner of an
28 administrative decision shall be a bar to any further judicial
29 review.

30
31 **Sec. 578. 18.240.180. Decisions - Basis -**
32 **Conditional.** In land use matters, the examiner's decision shall
33 be based on the policies of the comprehensive plan, shoreline
34 master program, Shoreline Management Act, State Environmental
35 Policy Act, the standards set forth in the various land use
36 regulatory codes of the City, or other applicable programs
37 adopted by the City Council. If the Hearing Examiner finds, in
38 reaching his decision based on the above policies and standards,
39 that the land use regulatory code conflicts with any of the
40 local policies or standards, then the Hearing Examiner will base
41 his decision on the code provision in effect at the time and
42 notify the City Council by memorandum directed through the
43 Planning, Building and Public Works Department setting forth the

1 nature of the conflict between policies and regulatory code. The
2 Hearing Examiner may include in a decision any conditions of
3 approval that are necessary to ensure that the proposal (a)
4 complies with all applicable zoning code criteria and
5 comprehensive plan policies, including the Shoreline Management
6 Act and State Environmental Policy Act, and (b) does not present
7 probable significant adverse environmental impacts to
8 surrounding properties or any other affected area. The Hearing
9 Examiner may revoke an approved permit for failure to comply
10 with any such conditions. Such conditions may include, but are
11 not limited to the following:
12

13 (1) Exact location and nature of development,
14 including additional building and parking area setbacks,
15 screenings in the form of landscaped berms, landscaping, or
16 fencing;
17

18 (2) Impact of the development upon other lands;
19

20 (3) Hours of use of operation or type and intensity of
21 activities;
22

23 (4) Sequence and scheduling of development;
24

25 (5) Maintenance of the development;
26

27 (6) Duration of use and subsequent removal of
28 structures;
29

30 (7) Granting of easements for utilities or other
31 purposes and dedication of land or other provisions for public
32 facilities, the need for which the examiner finds would be
33 generated in whole or in significant part by the proposed
34 development;
35

36 (8) Mitigation of any significant adverse
37 environmental impacts including off-site improvements reasonably
38 related to the project;
39

40 (9) Provisions which would bring the proposal into
41 compliance with the Comprehensive Plan policy; and
42

1 (10) Posting of performance bonds as required to ensure
2 compliance with any conditions, modifications, and/or
3 restrictions imposed on the proposal.
4

5 **Sec. 579. 18.240.190. Dismissal of pending matters.**

6 The Hearing Examiner may dismiss a pending matter, with or
7 without prejudice, pursuant to a request by the applicant to
8 withdraw the application, or for failure of the applicant to
9 attend all required hearings or provide all requested
10 information.
11

12 **Sec. 580. 18.240.200. Presentation of evidence.**

13
14 (1) Except for hearings on appeals of administrative
15 decisions, any person may testify. In hearings on appeals from
16 administrative decisions, testimony shall be limited to
17 witnesses designated by the administrator whose decision is
18 being appealed, witnesses designated by the appellant, and
19 witnesses designated by any person granted the right of
20 intervention by the Hearing Examiner.
21

22 (2) All reasonably probative (material and relevant)
23 evidence will be permitted. The judicial rules of evidence shall
24 not be strictly applied. The Hearing Examiner may accord such
25 weight to the evidence as is deemed appropriate.
26

27 (3) The Hearing Examiner may take official notice of
28 judicially cognizable facts and of general, technical, and
29 scientific facts within the Hearing Examiner's specialized
30 knowledge, in accordance with the rules of procedure and so long
31 as any such noticed facts are included in the record and
32 findings.
33

34 (4) The Hearing Examiner has the authority to call
35 witnesses and request written evidence in order to obtain the
36 information necessary to make a decision. The Hearing Examiner
37 may request written comment from and the appearance of the
38 designated representative of any City department that has an
39 interest in or may affect an application for a proposed use.
40

41 (5) The Hearing Examiner may require that testimony be
42 given under oath or affirmation.
43

1 (6) The Hearing Examiner may allow the cross-
2 examination of witnesses.

3
4 (7) The Hearing Examiner may impose reasonable
5 limitations on the number of witnesses to be heard and the
6 nature and length of their testimony to avoid repetitious
7 testimony, expedite the hearing, or avoid continuation of the
8 hearing. This subsection is not intended to preclude or exclude
9 from the record any relevant testimony or evidence.

10
11 (8) No testimony or oral statement regarding the
12 substance or merits of an application is allowable after the
13 close of the public hearing. No documentary material submitted
14 after the close of the hearing will be considered by the Hearing
15 Examiner unless additional time to submit such material has been
16 granted and all parties are given an opportunity to review the
17 material and file rebuttal material or argument.

18
19 **Sec. 581. 18.240.210. Rehearing.**

20
21 (1) The Hearing Examiner may continue or reopen a
22 hearing to take additional testimony, to receive additional
23 evidence, or for any other cause that is reasonable or
24 appropriate; provided, the order continuing or reopening the
25 hearing is entered prior to the issuance of the decision in the
26 case.

27
28 (2) If the Hearing Examiner decides, prior to the
29 close of the hearing, to continue the hearing and then and there
30 specifies the date, time, and place of the subsequent hearing,
31 no further notice is required. If a decision is made to reopen a
32 hearing after the conclusion of the hearing, all parties who
33 originally had notice must be given at least 15 days' notice of
34 the date, time, place, and nature of the subsequent hearing, and
35 the notice shall be published as provided in this chapter.

36
37 (3) A hearing before the Hearing Examiner shall
38 constitute the hearing of the City Council. No new testimony
39 shall be taken or new evidence accepted by the City Council;
40 provided, however, the City Council may remand a matter to the
41 Hearing Examiner, pursuant to the Hearing Examiner code.

42
43 **Sec. 582. 18.240.220. Record of hearing - Content.**

1
2 (1) The Hearing Examiner shall establish and maintain
3 a record of all proceedings and hearings conducted including a
4 sound recording which shall be accurately transcribed as
5 necessary.
6

7 (2) The record of a hearing conducted by the Hearing
8 Examiner shall include, but is not limited to, the following
9 contents:
10

- 11 (a) The written application or appeal;
12
13 (b) The names and addresses of all
14 participants;
15
16 (c) The Planning, Building and Public Works
17 Department's written report;
18
19 (d) All evidence received or considered by the
20 Hearing Examiner;
21
22 (e) The decision or recommendation of the
23 Hearing Examiner;
24
25 (f) Tape recordings of all proceedings; and
26
27 (g) Records of notice given of the hearing.
28

29 **Sec. 583. 18.240.230. Decision - Content and**
30 **distribution.**
31

32 (1) The decision of the Hearing Examiner shall include
33 at least the following content:
34

- 35 (a) A description of the proposed use or
36 action;
37
38 (b) The location of the property;
39
40 (c) A statement regarding the status of SEPA
41 review of the proposed actions;
42

1 (d) The date, time, and place of the
2 hearing(s);

3
4 (e) A list of persons who testified or a
5 summary of such list;

6
7 (f) A list of exhibits, or a summary of such
8 list;

9
10 (g) A statement identifying the ordinance or
11 criteria governing the application;

12
13 (h) Findings of fact and conclusions relating
14 the proposed use to the ordinance and other criteria governing
15 the application; and

16
17 (i) The decision denying or approving the
18 application and any conditions, if applicable.

19
20 (2) The Hearing Examiner shall issue a written
21 decision within 14 days of the date of closing of the hearing,
22 unless the applicant agrees in writing to a longer time.

23
24 (3) A copy of the decision shall be mailed or
25 otherwise made available to:

26
27 (a) The applicant;

28
29 (b) The Planning, Building and Public Works
30 Department and all other City departments affected by or
31 interested in the decision;

32
33 (c) In the case of an administrative appeal,
34 the appellant and the administrative department head; and

35
36 (d) Except in cases of appeal of an
37 administrative decision, all other persons who request that they
38 receive a notice of the decision.

39
40 **Sec. 584. 18.240.240. Decision - Reconsideration.**

41
42 (1) The applicant, an opponent of record, or a City
43 department may petition the Hearing Examiner in writing to

1 reconsider a decision. Such petition must be filed within 10
2 days of the date of the written decision.

3
4 (2) The Hearing Examiner, within seven days of the
5 date the petition is filed, shall determine whether to deny the
6 petition, issue a new decision, or reopen the hearing as
7 provided in this chapter. The Hearing Examiner may summarily
8 dismiss a petition for reconsideration that is without merit or
9 brought primarily to secure a delay.

10
11 (3) The Hearing Examiner may reconsider a decision if
12 it is found that:

13
14 (a) An error of fact, law, or procedure that is
15 more likely than not to affect the outcome of the decision has
16 been made; or

17
18 (b) The petitioner is seeking to enter
19 previously unavailable information that is more likely than not
20 to affect the outcome of the decision.

21
22 (4) The filing of a petition for reconsideration shall
23 modify the time for filing an appeal of a decision of the
24 Hearing Examiner as follows:

25
26 (a) If the petition for reconsideration is
27 denied, the time from the date the petition is filed to the date
28 the written denial is issued shall not be counted in the 10 days
29 given to file an appeal by DMMC 18.240.250 (Appeals from
30 decision of Hearing Examiner).

31
32 (b) If the petition is approved, and upon
33 reconsideration the original decision is unchanged, the time
34 from the date the petition is filed to the date the written
35 decision following the reconsideration is issued shall not be
36 counted in the 10 days given to file an appeal by the Hearing
37 Examiner Code.

38
39 (c) If the petition for reconsideration is
40 approved and upon reconsideration the original decision is
41 changed, the appeal period provided in DMMC 18.240.250 (Appeals
42 from decision of Hearing Examiner) starts from the date of the
43 written decision of the reconsideration.

**Sec. 585. 18.240.250. Appeals from decision of
Hearing Examiner.**

(1) The applicant, a party of record, or a City department may appeal to the City Council any decision of the Hearing Examiner that does not involve a proposed land use action by filing with the City Clerk a written notice of appeal within 10 calendar days of the date of the written decision of the Hearing Examiner.

(2) The City Clerk may reject or dismiss any appeal sought to be filed by a person not given the right of appeal by this section, or any incomplete appeal. An appeal will be considered incomplete if it fails to follow the criteria set forth in this chapter regarding content or timing of appeal.

(3) A party of record may appeal to the Superior Court of Washington for King County any Hearing Examiner decision in response to a proposed Type I, II, or III land use action by filing a land use petition as specified by chapter 36.70C RCW.

Sec. 586. 18.240.260. Content of appeal. An appeal shall not contain any new facts or evidence. An appeal shall contain all of the following:

(1) The file number of the decision being appealed;

(2) The name and address of the appellant;

(3) A detailed statement identifying specifically the error of fact, law, or procedure, and the effect of the alleged error on the decision;

(4) A statement of the redress sought by the appellant;

(5) Filing fee as established by the City Manager or the City Manager's designee. A schedule of applicable fees is available by contacting the City Clerk.

Sec. 587. 18.240.270. Timing of appeal.

(1) Within two days of receiving a timely and complete request for appeal, the City Clerk shall forward the appeal to the Hearing Examiner. Within 28 days of receiving the appeal, the Hearing Examiner shall cause a verbatim transcription of the hearing to be prepared and forward a copy of the appeal with the remaining record of the hearing to the City Council with a request that a date for consideration be set. Copies of the record, to the extent practicable, are sent to the appellant and the applicant if different than the appellant.

(2) At the next regular meeting of the City Council following receipt of the record from the Hearing Examiner, the Council will schedule the appeal for consideration so that the appeal will be considered within 60 days from the filing of the record with the Council. The City Clerk shall give notice of the date, time, and place of the Council's consideration of the appeal to all parties of record.

Sec. 588. 18.240.280. Reference to board of adjustment. All references to the board of adjustment in previously enacted ordinances and resolutions of the City shall hereafter mean the Hearing Examiner.

Chapter 18.245

Mobile Home Park Regulation Code

Sections:

18.245.010	Title.
18.245.020	Application.
18.245.030	Purpose.
18.255.040	Authority.
18.245.050	Definitions.
18.245.060	General requirements.
18.245.070	Business license required.
18.245.080	Density requirements.
18.245.090	Development standards - Compliance.
18.245.100	Development standards - Lots.
18.245.110	Development standards - Lot coverage.
18.245.120	Development standards - Setbacks.
18.245.130	Development standards - Parking spaces.
18.245.140	Development standards - Streets and access.
18.245.150	Development standards - Building heights.

1 18.245.160 Development standards - Landscaping - Recreation
2 space.
3 18.245.170 Development standards - Drainage.
4 18.245.180 Development standards - Sewers.
5 18.245.190 Development standards - Utilities.
6 18.245.200 Development standards - Lighting.
7 18.245.210 Development standards - Recreation areas.
8 18.245.220 Development standards - Screening.
9 18.245.230 Development standards - Solid waste and recycling.
10 18.245.240 Development standards - Skirting.
11 18.245.250 Adoption of mobile home regulations by reference.
12 18.245.260 Smoke detectors.
13 18.245.270 Furnace controls - Power switch.
14 18.245.280 Tie downs.
15 18.245.290 Site plan required - Preexisting parks.
16 18.245.300 Preexisting mobile home parks.
17 18.245.310 Administration.
18 18.245.320 Inspections.
19 18.245.330 Mobile/manufactured home installation.
20 18.245.340 Permits for accessory structures.
21 18.245.350 Park administration.
22 18.245.360 Snow design load requirements.
23 18.245.370 Maximum age of structure.

24
25 **Sec. 589. 18.245.010 Title.** This chapter shall be
26 entitled "Mobile Home Park Regulation Code."

27
28 **Sec. 590. 18.245.020. Application.** This chapter
29 shall apply to Mobile Home Parks.

30
31 **Sec. 591. 18.245.030. Purpose.**

32
33 (1) The City finds that properly planned and operated
34 mobile home parks:

35
36 (a) Promote the safety and health of the
37 residents of such parks and of other nearby neighborhoods; and

38
39 (b) Encourage economical and orderly
40 development of such parks and other nearby neighborhoods.

41
42 (2) It is, therefore, declared to be the policy of the
43 City to eliminate and prevent health and safety hazards and to

1 promote the economical and orderly development and utilization
2 of land by providing for planning and operating mobile home
3 parks and by providing for the standards and regulations
4 necessary to accomplish these purposes.
5

6 **Sec. 592. 18.245.040. Authority.** This chapter is
7 adopted pursuant to the provisions of chapter 59.20 RCW, RCW
8 35A.21.312 and other applicable laws.
9

10 **Sec. 593. 18.245.050. Definitions - Use of words**
11 **and phrases.** As used in this chapter, unless the context or
12 subject matter clearly requires otherwise, the words or phrases
13 defined in this section shall have the indicated meanings.
14

15 "Factory-built housing" means any structure designed
16 primarily for human occupancy which is either entirely or
17 substantially prefabricated or assembled at a place other than a
18 building site, meets the requirements of the International
19 Building Code, and bears the insignia of the Washington State
20 Department of Labor and Industries. Factory-built housing may
21 also be called industrialized, modular, sectional, or
22 sectionalized construction.
23

24 "Mobile/manufactured home" means a factory-assembled
25 structure or structures designed for human occupancy and
26 equipped with the necessary service connections and constructed
27 so as to be readily movable as a unit or units upon running
28 gear. The support system of a mobile home shall be constructed
29 so that the mobile home may be placed thereon and may be moved
30 from time to time at the convenience of the owner. Mobile homes
31 must bear the insignia of the State Department of Labor and
32 Industries. The terms "mobile home" and "manufactured home" are
33 considered to be interchangeable in the context of this chapter.
34 A commercial coach, recreational vehicle, or motor home is not a
35 mobile/manufactured home.
36

37 "Mobile home park" means an approved residential
38 development as shown in the records of the Planning, Building
39 and Public Works Department, and designed and approved in
40 accordance with either the subdivision or the planned unit
41 development regulations of the City, together with certain
42 service/utility buildings and uses providing for the enjoyment
43 and benefit of the residents of the mobile home park in which

1 individual spaces are provided for the placement of a mobile
2 home for dwelling unit purposes. Lots for mobile homes may be
3 either rented or purchased.

4
5 "Leasable" space means that area within the mobile home
6 park designated on an approved site plan as lots for locating
7 mobile home units with full utility hook-ups.

8
9 "Recreational vehicle" means a vehicular type unit
10 primarily designed as temporary living quarters for
11 recreational, camping, or travel use with or without motive
12 power of such size and weight as not to require a special
13 highway movement permit and certified as approved as such by the
14 State Department of Labor and Industries. "Recreational
15 vehicles" shall include but are not limited to campers, motor
16 homes, travel trailers, and camping trailers.

17
18 "Recreational vehicle storage area" means a surfaced area
19 enclosed by appropriate fencing provided for the storage of
20 recreational vehicles. All recreational vehicle storage within
21 the mobile home park shall occur in this designated area.

22
23 "Service building" means a building for the purpose of
24 housing mobile home park community facilities.

25
26 "Utility building" means an accessory structure intended
27 for the storage of typical outdoor equipment incidental to the
28 occupants of the mobile home, i.e., lawn mower, lawn chairs,
29 barbecue, etc. Utility buildings are limited to one per mobile
30 home lot.

31
32 **Sec. 594. 18.245.060. General requirements.**

33
34 (1) Mobile homes are a permitted use in mobile home
35 parks. Mobile home parks shall be developed in accordance with
36 the requirements of either Title 17 DMMC or chapter 18.230 DMMC
37 together with the requirements of this chapter.

38
39 (2) Recreational vehicles shall only be occupied for
40 residential purposes as is set forth in RCW 35A.21.312. No
41 recreational vehicle shall be occupied for commercial purposes
42 anywhere in the City except in the case of temporary uses as
43 authorized by the City Manager or the City Manager's designee;

1 provided, that under no circumstances shall a recreational
2 vehicle be occupied for such commercial purpose for more than 30
3 days.

4
5 (3) Mobile/manufactured homes shall be used for
6 residential purposes only, except for home occupations as
7 defined in Title 18 DMMC.

8
9 (4) No space shall be rented or sold for any purpose
10 within a mobile/manufactured home park except for a permanent
11 residence.

12
13 (5) No person, company, or corporation shall establish
14 a new mobile/manufactured home park, or enlarge the size of or
15 increase the allowed density of an existing mobile/manufactured
16 home park, without first complying with the provisions of this
17 chapter.

18
19 (6) Where there is a conflict between the requirements
20 of either Title 17 DMMC, chapter 18.230 DMMC, and this chapter,
21 the most stringent provisions shall control.

22
23 (7) The provisions of this chapter shall not apply to
24 factory-built housing.

25
26 **Sec. 595. 18.245.070. Business license required.**
27 All persons who rent or sell lots in a mobile home park for
28 mobile homes and/or who sell mobile homes therein shall possess
29 a valid business license from the City. In addition to meeting
30 all requirements of chapter 5.04 DMMC, relating to business
31 licenses, the mobile home park shall be inspected by the
32 Seattle-King County department of public health prior to
33 issuance of a business license by the City Clerk. The applicant
34 shall remedy all unsanitary conditions found by the health
35 department. Failure to remedy such conditions shall be grounds
36 for denial or revocation of the business license by the City
37 Manager or the City Manager's designee. All mobile home parks
38 shall be inspected by the Planning, Building and Public Works
39 Department annually for compliance to this chapter. Failure to
40 remedy corrections in a timely manner shall be grounds for
41 denial or revocation of the business license by the City Manager
42 or the City Manager's designee.

Sec. 596. 18.245.080. Density requirements.

(1) Mobile home parks shall be not less than three acres in size. The maximum site area of a mobile/manufactured home park, or combination of adjacent parks, shall be 10 acres. Parks shall be considered to be "adjacent" to one another unless they are separated by an unrelated land use, and not merely by a public or private street, easement, or buffer strip.

(2) The number of mobile homes in the mobile home park shall not exceed the allowable number of dwelling units in the zone district in which the mobile home park is located.

Sec. 597. 18.245.090. Development standards - Compliance. In addition to the requirements of either Title 17 DMMC or chapter 18.230 DMMC, mobile home parks shall comply with the following development standards and requirements.

Sec. 598. 18.245.100. Development standards - Lots.

(1) Every mobile home lot shall be at least 2,400 square feet with a 40-foot frontage.

(2) Each mobile home lot shall be identified with an individual site number, each number a minimum of four inches tall in a logical numerical sequence, subject to approval by the Building Official, displayed in an international manner throughout the mobile home park and readily identified from the roadways within the park. In addition, these numbers must be shown on the official site plan for the mobile home park. Site numbers shall not be mounted on the mobile homes.

(3) Every mobile home lot shall have a pad hard-surfaced with concrete or asphaltic concrete of minimum thickness of four inches. It shall be of a size not less than that of the mobile home to be parked on the lot.

Sec. 599. 18.245.110. Development standards - Lot coverage. All impervious surfaces, including but not limited to mobile homes, service/utility buildings, carports, patios, driveways, and streets, shall not exceed 50 percent of the lot area.

1 **Sec. 600. 18.245.120. Development standards -**
2 **Setbacks.**

3
4 (1) Minimum front yard setbacks for all structures
5 shall be 10 feet.

6
7 (2) Minimum rear yard setbacks for all structures
8 shall be 15 feet.

9
10 (3) Minimum side yard setbacks for all structures
11 shall be 10 feet.

12
13 (4) Corner lots shall observe a minimum 15-foot
14 setback from all streets and alleys.

15
16 (5) The minimum clearance between mobile homes shall
17 not be less than 10 feet.

18
19 (6) The clearance between mobile homes and any
20 service/utility building(s) situated on the same lot shall not
21 be less than required by the International Building Code.

22
23 (7) Eaves may project up to a maximum of 18 inches
24 into any required setback area.

25
26 **Sec. 601. 18.245.130. Development standards -**
27 **Parking spaces.**

28
29 (1) A minimum of two off-street parking spaces per
30 mobile home shall be provided on the lot on which the mobile
31 home is located.

32
33 (2) In addition to occupant parking, guest and service
34 parking shall be provided within the boundaries of the park at a
35 ratio of one parking space for each two mobile/manufactured
36 lots, and shall be distributed for convenient access to all lots
37 and may be provided by a separate parking area. Clubhouse and
38 community building parking facilities may account for up to 50
39 percent of this requirement.

40
41 (3) Setbacks for mobile/manufactured home units shall
42 not be calculated for purposes of meeting the minimum parking

1 requirements. All off-street parking spaces shall conform to the
2 dimensional requirements contained in chapter 18.210 DMMC.

3
4 (4) Vehicles over 8,500 pounds gross license weight
5 and recreational vehicles shall not be parked or stored on the
6 individual lots or on any street. A separate storage area shall
7 be provided with appropriate fencing and visual screening as
8 determined by the Planning, Building and Public Works
9 Department.

10
11 **Sec. 602. 18.245.140. Development standards -**
12 **Streets and access.**

13
14 (1) Access to and from the mobile home park shall be
15 from a minor arterial or collector street. Access to mobile home
16 lots shall be from interior streets only. No individual access
17 to any mobile home lot shall be from streets adjacent to the
18 exterior of the mobile home park.

19
20 (2) All streets shall be constructed to City standards
21 contained in chapter 12.15 DMMC.

22
23 (3) Pedestrian sidewalks shall be of concrete pavement
24 a minimum of five feet wide on both sides of all streets.

25
26 (4) Driveways providing entrance to or exit from to
27 the mobile home park shall be no closer than 150 feet from an
28 intersection, measured from the existing or proposed right-of-
29 way, whichever is the greater.

30
31 (5) All streets and access roads so designated either
32 in the subdivision or PUD review process shall be completed
33 prior to occupancy of any mobile home.

34
35 (6) All fire lanes shall be clearly marked and no
36 parking shall be allowed in these areas.

37
38 **Sec. 603. 18.245.150. Development standards -**
39 **Building heights.** The maximum building height shall be 25 feet.

40
41 **Sec. 604. 18.245.160. Development standards -**
42 **Landscaping - Recreation space.**

43

1 (1) At least 15 percent of the gross area within the
2 mobile home park shall be set aside as active recreation space.
3 The 15-foot buffer area required by subsection (2) of this
4 section shall not be counted towards meeting the 15 percent
5 requirement.
6

7 (2) A 15-foot minimum buffer area around the perimeter
8 of the mobile home park is required. The buffer area shall
9 contain perimeter screening of dense evergreen plantings, a
10 minimum of five feet in height when installed, which will grow
11 to a minimum of eight feet in height within five years.
12

13 (3) The developer shall furnish to the City a
14 performance bond or other suitable security in a form approved
15 by the City Attorney and in an amount approved by the Planning,
16 Building and Public Works Department to ensure installation of
17 the landscaping prior to any construction in the mobile home
18 park.
19

20 **Sec. 605. 18.245.170. Development standards -**
21 **Drainage.** Drainage and runoff plans shall be approved by the
22 Planning, Building and Public Works Director.
23

24 **Sec. 606. 18.245.180. Development standards -**
25 **Sewers.** Each mobile home shall be connected to sanitary sewers.
26 A valid side sewer permit shall be obtained prior to any
27 connection to any sewers.
28

29 **Sec. 607. 18.245.190. Development standards -**
30 **Utilities.** Every mobile home shall be permanently connected to
31 electric power, water supply, sewage disposal, gas, cable
32 television, and telephone service lines in compliance with
33 applicable municipal codes. All utilities shall be placed
34 underground in accordance with the provisions of chapter 12.25
35 DMMC.
36

1 **Sec. 608. 18.245.200. Development standards -**
2 **Lighting.** Artificial lighting shall be provided sufficient to
3 illuminate walks, driveways, and parking areas to ensure the
4 safe movement of pedestrians and vehicles at night. Artificial
5 lighting shall be high pressure sodium lamps or equivalent.
6 These exterior lights shall be such as will turn on and off
7 automatically with dawn and dusk. Lighting shall be directed
8 away from adjacent properties.

9
10 **Sec. 609. 18.245.210. Development standards -**
11 **Recreation areas.** Playground facilities or play areas shall be
12 conveniently situated, containing a minimum of five percent of
13 the total gross area of the park and shall be restricted to such
14 use. Such an area shall further be placed within the mobile home
15 park so as to be properly protected from streets, highways,
16 roadways, and parking areas. Such playground space may be
17 provided in one or more locations within the mobile home park.

18
19 **Sec. 610. 18.245.220. Development standards -**
20 **Screening.**

21
22 (1) An ornamental wall, fence, or screen planting
23 acceptable to the Planning, Building and Public Works Department
24 not less than six feet and not more than 10 feet in height shall
25 be erected and maintained along the side and rear boundaries of
26 a mobile home park. Where, in the opinion of the Planning,
27 Building and Public Works Department, it is unreasonable to
28 require a wall or fence due to the nature of the existing
29 topography or other existing conditions that might render such a
30 wall or fence ineffective, the department, at its discretion,
31 may waive or modify the requirements as specified in this
32 section.

33
34 (2) All outdoor storage in and around mobile homes
35 shall be screened as prescribed in DMMC 18.195.060 except that a
36 five-foot-deep landscape area shall not be required. All
37 screening shall be approved by the Planning, Building and Public
38 Works Department.

39
40 **Sec. 611. 18.245.230. Development standards - Solid**
41 **waste and recycling.**

42

1 (1) The storage, collection, and disposal of solid
2 waste in the mobile home park shall be conducted so as to
3 prevent health hazards, rodent harborage, insect breeding areas,
4 accidents, fire hazards, and air pollution. It shall be the
5 responsibility of the mobile home park owner to ensure safe and
6 sanitary storage, collection and disposal of refuse as required
7 in DMMC 7.04.090.

8
9 (2) Community-type containers will be required and
10 shall be located not more than 150 feet from any mobile home
11 lot.

12
13 (3) These collection areas shall be screened according
14 to the provisions of chapter 18.195 DMMC.

15
16 (4) Recycling facilities shall be provided as
17 determined by the Planning, Building and Public Works
18 Department.

19
20 **Sec. 612. 18.245.240. Development standards -**
21 **Skirting.** Skirtings are required and shall be constructed of
22 like material to the mobile/manufactured home material. Every
23 mobile home skirt shall be provided with a door or easily
24 removed portion thereof through which an inspector may gain
25 access to the crawl space under the unit.

26
27 **Sec. 613. 18.245.250. Adoption of mobile home**
28 **regulations by reference.** Chapter 296-150B WAC (Standards for
29 Mobile Homes, Commercial Coaches, and Recreational Vehicles), as
30 presently constituted or as may be subsequently amended, is
31 adopted and shall be applicable within the City.

32
33 **Sec. 614. 18.245.260. Smoke detectors.** Smoke
34 detectors, of a type approved by the Building Official, shall be
35 installed in all newly set mobile homes.

36
37 **Sec. 615. 18.245.270. Furnace controls - Power**
38 **switch.** All furnace controls and power switches shall be placed
39 on the exterior of the furnace enclosure.
40

1 **Sec. 616. 18.245.280. Tie downs.** All mobile homes
2 shall be equipped with tie downs of a type that has been
3 approved by the Building Official.
4

5 **Sec. 617. 18.245.290. Site plan required -**
6 **Preexisting parks.** The owners of mobile home parks existing
7 before July 1, 1992, shall provide the City with a site plan,
8 prepared by a professional surveyor or engineer and/or in a form
9 acceptable to the Planning, Building and Public Works
10 Department, showing the number of mobile homes presently on the
11 site, their location, and the dimensions of all lots and the
12 location and size of all roads, sewers, water lines, all other
13 utilities and other structures on the property. The site plan
14 shall be submitted in conjunction with the application for
15 renewal of a business license as required by this Title.
16

17 **Sec. 618. 18.245.300. Preexisting mobile home**
18 **parks.**
19

20 (1) All mobile home parks existing before July 1,
21 1992, and which were in compliance with existing City or county
22 codes at the time of their establishment, shall be legal,
23 nonconforming uses and are entitled to the number of mobile
24 homes which was permitted by the applicable ordinance in effect
25 at the time the mobile home park was established, the number and
26 configuration of individual spaces which are provided for
27 placement of a mobile home for dwelling unit purposes existing
28 on July 1, 1992, and the privilege of locating in such spaces
29 mobile homes of a size suitable to the dimensions of the
30 individual spaces and subject to the setback requirements which
31 were in place at the time the mobile home was placed;
32

33 (2) The owner of the mobile home park shall provide
34 the City Planning, Building, and Public Works Department by
35 January 31, 2004, a plan or schematic of the mobile home park
36 drawn to scale, showing the location and dimension of each space
37 for the placement of mobile homes;
38

39 (3) All other provisions of this mobile home park
40 regulation code shall be applicable; and
41

1 (4) No increase in density and no increase in the
2 number of mobile homes are allowed unless all of the provisions
3 of this chapter are met.

4
5 **Sec. 619. 18.245.310. Administration.** The Planning,
6 Building, and Public Works Director or his/her designee shall
7 enforce the terms of this chapter according to the provisions of
8 this chapter.

9
10 **Sec. 620. 18.245.320. Inspections.**

11
12 (1) No person may occupy or allow or suffer another
13 person to occupy a mobile/manufactured home before the same has
14 been inspected and approved by the State Department of Labor and
15 Industries, and the installation has been approved by the
16 Building Official.

17
18 (2) The installer/owner shall request an inspection
19 after all aspects of the installation, other than installation
20 of the skirting, have been completed. If the inspection is not
21 completed within 10 business days, the tenant or owner may
22 occupy the mobile/manufactured home at his or her own risk.
23 Occupancy before inspection does not imply City approval.

24
25 **Sec. 621. 18.245.330. Mobile/manufactured home**
26 **installation.** No person may install a mobile home unless that
27 person owns the mobile home, is a licensed mobile home dealer,
28 or is a contractor registered under chapter 18.26 RCW, as
29 presently constituted or as may be subsequently amended.

30
31 **Sec. 622. 18.245.340. Permits for accessory**
32 **structures.** Building permits shall be required pursuant to this
33 chapter for all accessory structures on a mobile/manufactured
34 home lot, including but not limited to awnings, porches, steps,
35 decks, storage sheds, and carports.

36
37 **Sec. 623. 18.245.350. Park administration.**

38
39 (1) The owner(s) of a mobile/manufactured home park
40 shall be responsible for the development and maintenance of the
41 park in strict conformity with this chapter, the building site
42 plan, and all other applicable laws and ordinances.

(2) A mobile/manufactured home park shall have internal rules and regulations governing, at a minimum, the following:

(a) A requirement that all tenants comply with state inspection codes at the time a mobile/manufactured home is installed or modified.

(b) A requirement that all tenants comply with zoning code restrictions relating to the use of their mobile/manufactured home and lot.

(c) A requirement that all landscaping, buffer areas, recreational areas and facilities, storage areas, streets, walkways, and other common areas and facilities be continuously maintained to at least the minimum standard required by the City and approved by the enforcing agency at the time of initial occupancy.

(3) A mobile/manufactured home park shall have a resident manager who shall be the agent of the owner with authority to communicate directly with City officials regarding compliance with codes and requirements and who shall be responsible for the enforcement of park rules and regulations.

Sec. 624. 18.245.360. Snow design load requirements. All newly placed or moved mobile/manufactured homes are required to meet the local snow design load of 25 pounds per square foot.

Sec. 625. 18.245.370. Maximum age of structure. All new placed or moved mobile/manufactured homes are required to comply with the age provisions set forth in RCW 35A.21.312.

Chapter 18.250

State-Licensed Marijuana Producers, Processors, and Retailers

Sections:

18.250.010	Title
18.250.020	Application
18.250.030	Purpose
18.250.040	Authority

1 18.250.050 Definitions
2 18.250.060 Recreational marijuana regulations for producers
3 and processors
4 18.250.070 Recreational marijuana regulations for retailers
5 18.250.080 Location of a state-licensed marijuana producers,
6 processor or retailer
7

8 **Sec. 626. 18.250.010. Title.** This chapter shall be
9 entitled "State-Licensed Marijuana Producers, Processors, and
10 Retailers."
11

12 **Sec. 627. 18.250.020. Application.** This chapter
13 applies to state-licensed marijuana producers, processors, and
14 retailers.
15

16 **Sec. 628. 18.250.030. Purpose.** The purpose of this
17 chapter is to provide regulations and zoning standards for
18 producers, processors, and retailers of recreational marijuana
19 licensed by the State of Washington, pursuant to chapter 69.50
20 RCW and rules adopted by the WSLCB.
21

22 **Sec. 629. 18.250.040. Authority.** This Title is
23 adopted pursuant to chapter 69.50 RCW and other applicable
24 Washington laws.
25

26 **Sec. 630. 18.250.050. Definitions.** The definitions
27 provided in RCW 69.50.101 and WAC 314-55-010 are adopted by
28 reference.
29

30 **Sec. 631. 18.250.060. Recreational marijuana**
31 **regulations for producers and processors.** State-licensed
32 marijuana producers and marijuana processors may locate in the
33 City of Des Moines pursuant to the following restrictions:
34

35 (1) Marijuana producers and marijuana processors must
36 comply with all requirements of chapter 69.50 RCW, chapter 314-
37 55 WAC, and other applicable Washington laws.
38

39 (2) Persons may conduct business within the City of Des
40 Moines as a state-licensed marijuana producer and/or marijuana
41 processor if located within the Business Park (B-P) Zone located
42 north of South 216th Street and south of South 208th Street, and
43 within the Highway Commercial (H-C) and Community Commercial

1 (C-C) Zones generally located along Pacific Highway South south
2 of Kent-Des Moines Road.

3
4 (3) Marijuana producers and processors shall not locate
5 on a site or in a building in which non-conforming production or
6 processing uses have been established in any location or zone
7 other than those referenced in subsection 2 above.

8
9 (4) Marijuana producers and processors shall not
10 operate as an accessory to a primary use or as a home
11 occupation.

12
13 **Sec. 632. 18.250.070. Recreational marijuana**
14 **regulations for retailers.** State-licensed marijuana retailers
15 may locate in the City of Des Moines pursuant to the following
16 restrictions:

17
18 (1) Marijuana retailers must comply with all
19 requirements of chapter 69.50 RCW, chapter 314-55 WAC, and other
20 applicable Washington laws.

21
22 (2) Persons may conduct business within the City of Des
23 Moines as a state-licensed marijuana retailer if located within
24 the Highway Commercial (H-C) and Community Commercial (C-C)
25 Zones generally located along Pacific Highway South south of
26 Kent-Des Moines Road.

27
28 (3) Marijuana retailers shall not locate in a building
29 in which non-conforming retail uses have been established in any
30 location or Zone other than those referenced in subsection 2
31 above.

32
33 (4) Marijuana retailers shall not operate as an
34 accessory to a primary use or as a home occupation.

35
36 **Sec. 633. 18.250.080. Location of a state-licensed**
37 **marijuana producer, processor or retailer.** The location of
38 a state-licensed marijuana producer, processor, and retailer
39 shall be as established in WAC 314-55-050 and as required under
40 this chapter. The owner or operator of the state-licensed
41 marijuana producer, processor, and retailer shall have the
42 responsibility to demonstrate that the state-licensed marijuana

1 producer, processor, and retailer meets the location
2 requirements of WAC 314-55-050.

3
4 **Sec. 634. Savings clause.** Title 18 DMMC, which is
5 repealed and replaced by this Ordinance, shall remain in force
6 and effect until the effective date of this Ordinance.

7
8 **Sec. 635. Repealer.** Title 18 DMMC as presently
9 constituted and codified is hereby repealed in its entirety
10 along with all underlying ordinances.

11
12 **Sec. 636. Severability - Construction.**

13
14 (1) If a section, subsection, paragraph, sentence,
15 clause, or phrase of this Ordinance is declared unconstitutional
16 or invalid for any reason by any court of competent
17 jurisdiction, such decision shall not affect the validity of the
18 remaining portions of this Ordinance.

19
20 (2) If the provisions of this Ordinance are found to be
21 inconsistent with other provisions of the Des Moines Municipal
22 Code, this Ordinance is deemed to control.

23
24 **Sec. 637. Effective date.** This Ordinance shall take
25 effect and be in full force five (5) days after its passage,
26 approval, and publication in accordance with law.

27
28 **PASSED BY** the City Council of the City of Des Moines this
29 ____ day of _____, 2014 and signed in authentication
30 thereof this ____ day of _____, 2014.

31
32
33 _____
M A Y O R

34 APPROVED AS TO FORM:

35
36 _____
37 City Attorney

38
39 ATTEST:

40
41 _____
42 City Clerk

43 Published: _____

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2014-2015 On-Call Consultant
Agreements for Civil Engineering
Services

ATTACHMENTS:

1. Consultant Agreements - Electronically
2. Request for Statements of Qualifications
3. Ranking by Civil Engineering Discipline
4. Standard Local Agency Agreement

AGENDA OF: January 30, 2014

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: January 21, 2014

CLEARANCES:

[X] Legal LB
 [X] Finance PL
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Building & Public Works DJB
 [] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: JA

Purpose and Recommendation:

The purpose of this Agenda Item is to seek City Council authorization of Consultant Agreements for On-Call Civil Engineering Services through December 31, 2015. The selected Consultants will provide engineering support on the City's approved Capital Improvement Program projects, will work on the Professional Services portions of the City's approved operating budgets as needed, will provide assistance on the review of development applications when necessary, and will be available to assist the City during emergency situations. This process has been used successfully by the City since 2008 and has been discussed with the Public Safety and Transportation Committee.

Suggested Motion

Motion: "I move to approve the Consultant Agreements for On-Call Civil Engineering Services (2014-2015) with AMEC, BergerABAM, Blueline Group, ESA, Exeltech, Fehr & Peers, HDR, Kpff, KPG, Parametrix, Tetra Tech each up to \$1,000,000.00, and authorize the City Manager to sign the Agreements substantially in the form as submitted."

Background:

Engineering consultants are needed in order to supplement and expand the capability of City staff on the design and construction of Capital Improvement Projects, to provide occasional assistance with development related reviews, and for other technical engineering work.

Among other things, RCW 39.80 requires that agencies advertise, conduct interviews if necessary, and ultimately select the most qualified consultant(s) to provide professional services. This selection process may not be based on the cost for those services.

In September of 2013, staff placed an advertisement for a Request for Qualifications (RFQ) from civil engineering firms interested in providing on-call engineering services to the City through the year 2015. A copy of the RFQ is provided as [Attachment 2](#) for reference. Statements of Qualifications (SOQ) were received from 17 firms. Throughout October, a staff selection committee reviewed each of the SOQ's and ranked them based on their response to the criteria identified in the RFQ. The firms were also ranked on their ability to provide quality services in a wide variety of specific civil engineering disciplines. A summary showing the top three to four firms by civil engineering discipline is provided as [Attachment 3](#) for reference. Of the 17 firms that submitted SOQ's, the committee selected eleven of those firms to begin developing a scope of work and associated agreements in November and December.

Eleven firms are needed in order to provide adequate redundancy of service in each specific discipline of civil engineering. This redundancy is necessary for several reasons. First, if staff is unable to successfully negotiate a specific Task Order Assignment with one consultant, staff can easily move to another consultant that is equally qualified to perform the task. Also, if a consultant is too busy to conduct a Task Order Assignment in a timely manner, staff needs to have at least one other consultant available to perform the work. Finally, if staff receives work from a consultant on a development project where the assistance of a third party consultant review is needed, and the developer's consultant is on our on-call roster, there would be a conflict of interest. Staff needs to have another consultant available to conduct the review in this case.

The selected consultant firms are the AMEC, BergerABAM, Blueline Group, ESA, Exeltech, Fehr & Peers, HDR, KPFF, KPG, Parametrix, and Tetra Tech. Consultant Agreements have been developed and negotiated. Since these consultants will likely be utilized on projects that are Federally-funded, the form of the Agreement is based on the Standard Local Agency Agreement as required under the Local Agency Guidelines (LAG) Manual of WSDOT Highways and Local Programs. A copy of a standard LAG Agreement is provided as [Attachment 4](#). Due to their size, copies of the actual agreements have been provided to the Council electronically (refer to [Attachment 1](#)).

Discussion:

The City has historically used consultants for providing professional services including design and construction management services, inspection services, and for preparing technical analyses on complex engineering related issues. Having consultants on-call streamlines the work effort required by City staff, and expedites the design and construction of projects.

Prior to 2008, staff selected consultants on a project by project basis. This process is very time consuming and in most cases, inefficient. In other words, for each and every project, an advertisement is placed, all submitted proposals are reviewed, interviews are conducted if necessary, and a consultant is selected for a specific project. In addition, staff typically advertised for professional services only after the Capital Improvement Program project budgets had been approved for a specific year. Going

through an RFP for an individual project can add 2 to 3 months to the schedule. This can be problematic if construction windows are limited due to the time of year, weather, and environmental fishery related windows. Having consultants on-call over a multi-year timeframe is really ideal to support programs that are funded from a multi-year budget cycle process as well.

In late 2007, the Council authorized On-call Consultant Agreements for the years 2008 and 2009. This process was used again very successfully between 2010 and 2011, and for years 2012 and 2013. Having those Agreements in place greatly increased the productivity and efficiency of the staff. That increased productivity will certainly continue in 2014 and 2015 with the continuation of this on-call process.

With these agreements in place, all of the consultant selection process has been completed. As needed, staff will prepare a Task Order Assignment that identifies a specific work task or project to be performed. The selected consultant will meet with staff to develop a specific scope of work, schedule, and budget for the Task Order Assignment. Once finalized, the Task Order Assignment will be approved by the City Manager or the City Council, depending on the specific budget and City Manager contract authority for that Task Order Assignment.

Approving these Agreements does not obligate the City to assign any specific number of tasks, volume of work, or a specific contract value to any of these consultants. At any time during a funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City has reserved the right to add and or delete Task Assignments to meet other priorities.

The maximum potential value for these Agreements is set at \$1,000,000 for consultants that can provide a wide variety of civil engineering services.

Alternatives:

The Council could choose to have specific agreements prepared for each project at the time a project is started. Under this scenario, a specific agreement would have to be prepared, advertised, reviewed, and approved for each and every project, along with the scope of work, the schedule, and the budget. Also, under this scenario, the City would not have consultants available to provide assistance during emergency situations.

Financial Impact:

Approving these agreements will streamline the consultant selection process for the City, saving staff time and resources, including advertising costs.

Approving these Consultant Agreements will create no negative financial impact to the City.

Approving these Agreements does not require the payment of any funds to any of the identified consultants. Consultants will only be paid for services provided on individual and specific Task Order Assignments developed under these Agreements. Each Task Order Assignment will have its own specific scope, schedule, and budget. All Task Order Assignments will be for work within established and approved City programs and budgets, or to assist the City in response to emergency situations requiring the assistance of engineering consultants.

The City Manager will approve Task Order Assignments that are within the City Manager's authorized limit. Task Order Assignments above that limit will be brought before the City Council for authorization.

Recommendation/Conclusion:

Staff recommends approval of the Consultant Agreements with the selected firms for on-call engineering services through December 31, 2015.

Concurrence:

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

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone AMEC Environment & Infrastructure, Inc. 11810 North Creek Parkway N Bothell, WA 98011	
☒ Architectural/Engineering Agreement ☐ Personal Services Agreement Agreement Number _____		Project Title And Work Description 2014-2015 On-Call Civil Engineering Services	
Federal Aid Number _____			
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☐ Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☐ Fixed Overhead Rate 160.14 % Fixed Fee \$ 30.00 % of DSC ☐ Specific Rates Of Pay ☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work		DBE Participation ☐ Yes ☒ No _____ % Federal ID Number or Social Security Number 91-1641772 Do you require a 1099 for IRS? ☐ Yes ☐ No Completion Date 12/31/2015 Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ 1,000,000	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| ☒ Exhibit A-1 Scope of Work | ☒ Exhibit G-2 Fee-Sub Specific Rates |
| ☒ Exhibit A-2 Task Order Agreement | ☒ Exhibit G-3 Sub Overhead Cost |
| ☐ Exhibit B-1 DBE Utilization Certification | ☒ Exhibit H Title VI Assurances |
| ☒ Exhibit C Electronic Exchange of Data | ☒ Exhibit I Payment Upon Termination of Agreement |
| ☐ Exhibit D-1 Payment - Lump Sum | ☒ Exhibit J Alleged Consultant Design Error Procedures |
| ☒ Exhibit D-2 Payment - Cost Plus | ☒ Exhibit K Consultant Claim Procedures |
| ☐ Exhibit D-3 Payment - Hourly Rate | ☐ Exhibit L Liability Insurance Increase |
| ☐ Exhibit D-4 Payment - Provisional | ☒ Exhibit M-1a Consultant Certification |
| ☒ Exhibit E-1 Fee - Lump/Fixed/Unit | ☒ Exhibit M-1b Agency Official Certification |
| ☐ Exhibit E-2 Fee - Specific Rates | ☒ Exhibit M-2 Certification - Primary |
| ☒ Exhibit F Overhead Cost | ☒ Exhibit M-3 Lobbying Certification |
| ☒ Exhibit G Subcontracted Work | ☒ Exhibit M-4 Pricing Data Certification |
| ☒ Exhibit G-1 Subconsultant Fee | ☒ App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____,
 between the Local Agency of City of Des Moines, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

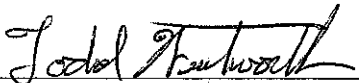
By  By _____
AMEC Environment & Infrastructure,
Inc. _____
Consultant _____ Agency _____

Exhibit M-1(a)
Certification Of Consultant

Project No. _____

Local Agency _____

I hereby certify that I am Todd D. Wentworth and duly authorized representative of the firm of AMEC Environment & Infrastructure, Inc. whose address is 11810 North Creek Parkway N, Bothell, WA 98011 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

2 Jan '14

Date

Todd D. Wentworth

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): AMEC Environment & Infrastructure, Inc.

2 Jan 14
(Date)

Jade Hawthorn
(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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 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 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 such 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.

Consultant (Firm): AMEC Environment & Infrastructure, Inc.

2 Jan 14
(Date)


(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of On-Call Civil Engineering Services * are accurate, complete, and current as of September 19, 2013 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm AMEC Environment & Infrastructure, Inc.
Name Todd Wentworth Todd Wentworth
Title Senior Associate
Date of Execution*** 2 Jan 14

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone AMEC Environment & Infrastructure, Inc. 11810 North Creek Parkway N Bothell, WA 98011
Agreement Number	Project Title And Work Description 2014-2015 On-Call Civil Engineering Services
Federal Aid Number	
Local Agency City of Des Moines	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of City of Des Moines, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

By 
 AMEC Environment &
 Infrastructure, Inc
 Consultant _____

By _____

Consultant _____

LOCAL AGENCY

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone BergerABAM Inc. 33301 Ninth Avenue S., Suite 300 Federal Way, WA 98003-2600	
☒ Architectural/Engineering Agreement ☐ Personal Services Agreement Agreement Number _____		206/431-2300 Attn: Bob Fernandes	
Federal Aid Number _____		Project Title And Work Description City of Des Moines 2014-2015 On-Call Civil Engineering Services	
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☒ Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☒ Fixed Overhead Rate <u>150.57</u> % Fixed Fee \$ <u>32% of direct salary cost</u>			
☐ Specific Rates Of Pay ☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work		DBE Participation ☐ Yes ☒ No _____ % Federal ID Number or Social Security Number 91-1422812	
		Do you require a 1099 for IRS? ☐ Yes ☒ No	Completion Date December 31, 2015
		Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ _____	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| ☒ Exhibit A-1 Scope of Work | ☐ Exhibit G-2 Fee-Sub Specific Rates |
| ☒ Exhibit A-2 Task Order Agreement | ☒ Exhibit G-3 Sub Overhead Cost |
| ☐ Exhibit B-1 DBE Utilization Certification | ☒ Exhibit H Title VI Assurances |
| ☒ Exhibit C Electronic Exchange of Data | ☒ Exhibit I Payment Upon Termination of Agreement |
| ☐ Exhibit D-1 Payment - Lump Sum | ☒ Exhibit J Alleged Consultant Design Error Procedures |
| ☒ Exhibit D-2 Payment - Cost Plus | ☒ Exhibit K Consultant Claim Procedures |
| ☐ Exhibit D-3 Payment - Hourly Rate | ☐ Exhibit L Liability Insurance Increase |
| ☐ Exhibit D-4 Payment - Provisional | ☒ Exhibit M-1a Consultant Certification |
| ☒ Exhibit E-1 Fee - Lump/Fixed/Unit | ☒ Exhibit M-1b Agency Official Certification |
| ☐ Exhibit E-2 Fee - Specific Rates | ☒ Exhibit M-2 Certification - Primary |
| ☒ Exhibit F Overhead Cost | ☒ Exhibit M-3 Lobbying Certification |
| ☒ Exhibit G Subcontracted Work | ☒ Exhibit M-4 Pricing Data Certification |
| ☒ Exhibit G-1 Subconsultant Fee | ☒ App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____,
 between the Local Agency of _____ City of Des Moines _____, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

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In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or its employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

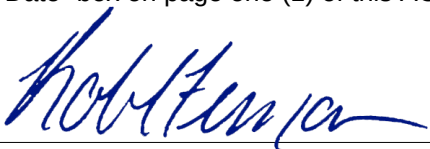
XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  By _____

Consultant Robert L. Fernandes/BergerABAM Agency City of Des Moines

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone BergerABAM Inc. 33301 Ninth Avenue S., Suite 300 Federal Way, WA 98003-2600 206/431-2300
Agreement Number	Project Title And Work Description City of Des Moines 2014-2015 On-Call Civil Engineering Services
Federal Aid Number	
Local Agency City of Des Moines	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____ City of Des Moines _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

By 

Consultant Robert L. Fernandes/BergerABAM

By _____

Consultant _____

LOCAL AGENCY

By _____

Agency City of Des Moines

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

Exhibit A-1

Scope of Work

Project No. _____

See attached Exhibit A-1 - Scope of work

Documents To Be Furnished By The Consultant

Exhibit “A-1”
Scope of Work
2014-2015 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected BergerABAM Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. BergerABAM agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2014 through December 31st, 2015. BergerABAM will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2015, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2016. No new work shall be authorized after December 31st, 2015 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D-2, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit E for the life of this Agreement. Overhead calculations are included in Appendix F, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. As outlined in Exhibit A-1
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: City of Des Moines 2014-2015 On-Call Civil Engineering Services

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

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

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT E-1
BergerABAM Direct Salary Costs
Effective until 30 June 2014

Employee Name	Job Title	Direct Salary Cost
Albert, Val (Jim)	Project Surveyor	\$ 37.88
Aguilar, Jessica	Project Engineer VI	\$ 45.19
Anderson, Bruce	Designer III	\$ 29.09
Banks, Greg	Project Engineer VI	\$ 48.22
Bennion, Stuart	Project Engineer VI	\$ 50.63
Blake, Jef	Applications Programmer II	\$ 48.22
Bowie, Brandon	Survey Technician III	\$ 22.14
Bretana, Nora	Communications Specialist III	\$ 30.84
Bryant, Al	Project Manager VII	\$ 60.72
Carrico, Brian	Natural Resources Team Leader VIII	\$ 57.84
Chariarse, Jennifer	Associate Planner IV	\$ 30.43
Childress, Lee	Designer IV	\$ 35.84
Christian, Earl	Associate Landscape Architect IV	\$ 31.15
Cline, Ed	Construction Project Manager	\$ 50.75
Crow, Kim	Senior Graphic Designer	\$ 33.41
Davis, Jennifer	Engineer-in-Training III	\$ 28.85
Emry, Brook	Engineer-in-Training III	\$ 31.97
England, Victoria	Senior Environmental Scientist VI	\$ 39.45
Enos, Mark	CAD IV Operator	\$ 30.67
Eriksen, Randy	Survey Chief of Parties	\$ 31.11
Fernandes, Bob	Vice President	\$ 81.15
French, Ross	Project Engineer VI	\$ 53.51
Gladson, Jim	Senior Public Involvement Manager VI	\$ 39.42
Hagadorn, Miranda	Senior Engineer IV	\$ 31.73
Hoglund-Gray, Ginny	Senior Project Manager VIII	\$ 72.86
Johnson, Sue	Senior Project Manager VIII	\$ 69.86
Jones, Sam	Landscape Designer	\$ 23.08
Kumpula, Matt	Lead Surveyor	\$ 44.38
Lawrence, Shawna	Project Engineer VI	\$ 44.86
Lemons, Tom	Designer III	\$ 31.61
Lewing, Jake	Senior Engineer IV	\$ 33.08
Linden, Connie	Project Manager VII	\$ 48.70
Marshall, Michael	Designer IV	\$ 35.60
McInnis, Jeff	Senior Project Manager VIII	\$ 59.04
Nielsen, Vern	Project Manager VII	\$ 57.84
Paananen, Terry	Project Manager VII	\$ 60.00
Paden, Alan	Project Architect VI	\$ 30.91
Platt, Dick	Designer IV	\$ 39.69
Pothier, Erin	Engineer-in-Training III	\$ 30.05
Replogle, Jim	Senior Project Manager VIII	\$ 62.88
Reyes, John	Designer IV	\$ 36.06
Robinson, Kelly	Department Coordinator	\$ 30.43
Rogers, Juanita	Senior Landscape Architect VI	\$ 37.64
Sacamano, David	Land Arch/Urban Planning Team Lead VIII	\$ 52.55
Salzer, Dana	Senior Construction Field Office Asst.	\$ 25.63
Sandbo, Bill	Project Engineer V	\$ 37.28
Savage, Aaron	Graphic Design Manager	\$ 35.63
Schurman, Rob	Project Engineer VI	\$ 45.82
Selove, Naomi	Project Engineer VI	\$ 41.35
Spry, Chuck	Senior Project Manager VIII	\$ 70.70
Story, Trav	Project Engineer V	\$ 38.94
Strandberg, Brian	Designer III	\$ 30.43
Suazo, Jose	Senior Engineer IV	\$ 32.36
True, Steve	Project Manager VII	\$ 56.92
Walker, Dwayne	Engineer-in-Training III	\$ 31.97

EXHIBIT F



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

April 22, 2013

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

Arnie Rusten, President/CEO
BergerABAM, Inc.
33301 Ninth Avenue South, Suite 300
Federal Way, WA 98003-2600

Re: BergerABAM, Inc. Indirect Cost Rate Schedule
Fiscal Year End May 31, 2012

Dear Mr. Rusten:

We have completed a desk review of your Indirect Cost Rate schedule for the above referenced fiscal year. Our review included the documentation provided by BergerABAM, Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of BergerABAM, Inc. accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing BergerABAM, Inc. Indirect Cost Rate for the fiscal year ending May 31, 2012, at 150.57% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's Indirect Cost Rate schedule to our office or to your CPA firm, please submit either your internally prepared *Compensation Analysis*, or the *National Compensation Matrix* (NCM) worksheet.

If you, or any representatives of BergerABAM, Inc, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in black ink that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Certification of Final Indirect Costs

Firm Name: BergarABAM Inc.

Indirect Cost Rate Proposal: 155%

Date of Proposal Preparation (mm/dd/yyyy): 09/11/2012

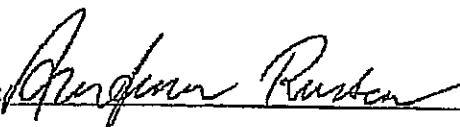
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 06/01/2011 to 06/31/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Armin Rusten

Title: CEO/President

Date of Certification (mm/dd/yyyy): 01/07/2013

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

BergerABAM, Inc.
Indirect Cost Rate Schedule
For the Year Ended May 31, 2012

Classification	General Ledger	Firm Adjust.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor Base	<u>\$13,169,869</u>	<u>\$131,000</u>	<u>(\$5,321)</u>	H, J, K	<u>\$13,295,548</u>	
Indirect Salaries						
Proposal Admin Salaries	\$590,767	(\$93,949)	(\$36,153)	A, J	\$460,665	3.46%
Proposal/Negotiation Salaries	2,445,091	(161,925)		A	2,283,166	17.17%
Administrative Salaries	2,671,357	80,998	(79,373)	A, H, K, L, M	2,672,983	20.10%
Payroll Variance	(6,864)	(241,000)	(43,989)	H, K	(291,853)	-2.20%
Office Support Salaries	154,688				154,688	1.16%
Accounting Salaries	459,332				459,332	3.45%
Housekeeping/Stby. Salaries	3,035				3,035	0.02%
Professional Activities Salaries	126,195				126,195	0.95%
Education & Training Salaries	312,970				312,970	2.35%
Research and Development	28,162				28,162	0.21%
Computer Salary	328,058				328,058	2.47%
Total Indirect Salaries	<u>\$7,112,791</u>	<u>(\$415,875)</u>	<u>(\$159,515)</u>		<u>\$6,537,401</u>	<u>49.17%</u>
Fringe Benefits/Salary Overhead						
Incentive Compensation	\$727,458		(\$138,093)	N	\$589,365	4.43%
Vacation	1,289,770				1,289,770	9.70%
Holiday	623,393				623,393	4.69%
Sick Leave	342,080				342,080	2.57%
Other Paid Leave	29,308				29,308	0.22%
FICA	1,601,674				1,601,674	12.05%
Federal Unemployment	14,116				14,116	0.11%
State Unemployment	125,248				125,248	0.94%
Industrial Insurance	78,538				78,538	0.59%
USL&H Work Comp	65,438				65,438	0.49%
Group Insurance	1,968,185				1,968,185	14.80%
Retirement Expense	471,406				471,406	3.55%
Benefit Recovery	(6,764)				(6,764)	-0.05%
Fringe Benefit Adjustment			(92,158)	O	(92,158)	-0.69%
Total Fringe Benefits/Sal. Ovhd.	<u>\$7,329,849</u>	<u>\$0</u>	<u>(\$230,251)</u>		<u>\$7,099,598</u>	<u>53.40%</u>
Administrative Expenses						
Travel & Subsistence	\$148,859	(\$3,353)	(\$1,606)	B, F, P	\$143,900	1.08%
Recruiting Fees & Expenses	18,889				18,889	0.14%
Contract Personnel	22,960				22,960	0.17%
Advertising	8,307	(8,307)		B, C	0	0.00%
Entertainment Expense	2,080	(2,080)		B, C	0	0.00%
Charitable Contributions	37,975	(37,975)		B, D	0	0.00%
Employee Welfare	286,805	(116,496)	(6,018)	B, E, Q	164,291	1.24%
Library	32,366	(1,138)		B	31,228	0.23%
Professional Activities	24,778	(4,695)		A	20,083	0.15%
Education & Training Fees	233,558		(6,459)	R	227,100	1.71%

BergerABAM, Inc.
Indirect Cost Rate Schedule
For the Year Ended May 31, 2012

Classification	General Ledger	Firm Adjust.	WSDOT Adj.	Ref.	Accepted Amount	%
General Admin	49,877	54,221	(7,615)	B, G, S	96,483	0.73%
Association Dues	84,122	(11,073)		B	73,049	0.55%
General Liability Insurance	98,432				98,432	0.74%
Legal Fees	154,214	(95,327)		B	58,887	0.44%
Accounting Fees	115,986				115,986	0.87%
Proposal Administration	272,313	(93,152)	(5,478)	B, T	173,683	1.31%
Proposal & Negotiation	4				4	0.00%
Office and Work Space	1,577,313				1,577,313	11.86%
Operating Expense	68,589				68,589	0.52%
Furniture & Small Equipment	9,498				9,498	0.07%
Furn & Small Office Depr.	343,062				343,062	2.58%
Office Equipment	9,501				9,501	0.07%
Office Supplies	101,959				101,959	0.77%
Field Equipment	37,836				37,836	0.28%
Field Equip Depreciation	31,678				31,678	0.24%
Auto Fuel & Maintenance	83,220		(5,660)	U	77,560	0.58%
Auto Insurance & License	8,166		(3,118)	U	5,048	0.04%
Auto & Truck Depreciation	43,498		(1,885)	U	41,614	0.31%
Field Equip Recovery	(84,219)				(84,219)	-0.63%
Telephone	294,346				294,346	2.21%
Postage & Freight	28,753				28,753	0.22%
Reproduction	182,283				182,283	1.37%
Personal Property Tax	19,025				19,025	0.14%
Fidelity Insurance	15,719				15,719	0.12%
Business & Prof License	36,023				36,023	0.27%
Interest Expense	2,256	(2,256)		I	(0)	0.00%
Error & Omissions Insurance	527,168				527,168	3.96%
B&O Taxes	841,532				841,532	6.33%
City and State Taxes	5,478				5,478	0.04%
Computer Expense	611,339				611,339	4.60%
Computer Depreciation	355,983				355,983	2.68%
Total Administrative Expenses	<u>\$6,741,531</u>	<u>(\$321,630)</u>	<u>(\$37,838)</u>		<u>\$6,382,063</u>	<u>48.00%</u>
Total Indirect Costs and Overhead	<u>\$21,184,170</u>	<u>(\$737,505)</u>	<u>(\$427,603)</u>		<u>\$20,019,061</u>	<u>150.57%</u>
Indirect Cost Rate	160.85%	153.72%			<u>150.57%</u>	

BergerABAM, Inc. - Reviewed & Accepted 04/22/13 LT
"Indirect Cost Rate still subject to WSDOT Audit"

BergerABAM, Inc.
Indirect Cost Rate Schedule
For the Year Ended May 31, 2012

Classification	General Ledger	Firm Adjust.	WSDOT Adj.	Ref.	Accepted Amount	%
References						
BergerABAM Adjustments:						
A	Unallowable Proposal Admin salaries (\$93,949), Proposal Negotiation Salaries (\$161,925) and Administrative salaries (\$22,022).					
B	Unallowable administrative expenses. Firm tracks unallowable expenses on the general ledger.					
C	Advertising unallowable per 48 CFR 31.205-1(f).					
D	Contributions unallowable per 48 CFR 31.205-8.					
E	Removed by Berger/ABAM in compliance with various FARS regulations.					
F	Travel and subsistence that are over the daily FAR allowable rates per 48 CFR 31.205-46					
G	Unallowable appreciation on stock expense per 48 CFR 31.205-6(i) (\$25,829)					
H	Uncompensated overtime estimated adjacent per 48 CFR 37.115					
I	Interest and other financial costs not allowable per 48 CFR 31.205-20					
WSDOT Adjustments						
J	Mr. Lund did not keep timesheets for June, July and August 2011. Mr. Liaghat did not submit a timesheet for August 2011. We have removed from the ICR an estimate of the labor for these months for the two employees. Direct labor adjustment of \$12,821.22, and Indirect labor adjustment of \$36,153.18 per 48 CFR 31.201-2(d). The labor estimate was calculated by WSDOT.					
K	Adjustment to account for uncompensated OT. Firm provided with a revised Uncompensated OT Tracking sheet. Direct Labor (\$7,500), Admin salaries (\$36,625), Payroll Variance (\$43,989). 48 CFR 37.115					
L	Unallowable sign on bonus (\$31,500), referral bonus (\$20,000), and spot bonus (\$3,531.49). Firm does not have a policy on spot and sign on bonus. We are unable to verify that bonus is based on employee performance, and that individual performance goals are communicated to the employees prior to work being performed, per 48 CFR 31.205-6(f), and Chapter 7.12, AASHTO Audit Guide.					
M	Unallowable severance payment (\$60,966.34), 48 CFR 31.205-6(g), 31.201-3. Firm does not have a formal severance policy. Firm provided with a memo that established severance guidelines for Q1 FY2009, not applicable. Enhanced severance payments are not reasonable.					
N	Unallowable Component 1 Pool 1 Bonus (\$122,500) and discretionary bonus (\$15,593). We were unable to verify that bonus is awarded consistently on employee performance. Firm has a procedure in place to calculate the bonus amounts to be awarded; however, after these amounts were determined firm redistributed \$15,593 of the bonus and we were not able to verify the basis for such distribution. 48 CFR 31.205-6(f) and Chapter 7.12 of the AASHTO Audit Guide.					
O	Fringe Benefit adjustment; directly associated cost to unallowable advertising, public relations and direct selling labor unallowable per 48 CFR 31.201-6(a)					
P	Unallowable tips (\$86), and adjustment for firm using the incorrect POV rate of \$0.555 (1,520). 48 CFR 31.205-46.					
Q	Unallowable tips, unsupported documentation (detailed purpose), and employee welfare expenses (\$6,018) per 48 CFR 31.205-14, 31.201-2 and 31.201-4.					
R	Unallowable tips, unsupported documentation (detailed purpose/agenda), penalties (\$6,458.52) per 48 CFR 31.205-14, 31.201-2, 31.31.205-15 and 31.201-4					
S	Direct project costs unallowable per 48 CFR 31.202(a) and unallowable employee photos per 48 CFR 31.201-3					
T	First class travel expense unallowable per 48 CFR 31.201-3, and newsletter and related postage expenses as unallowable advertising expenses per 48 CFR 31.201-3, 31.205-1, and 31.205-46. (\$5,478)					
U	Firm did not keep mileage logs on two vehicles over a 4-month period. Adjustment to remove vehicle related expenses per 31.205-46(d), 31.205-6(a), and 31.201-2(d). Auto fuel and maintenance (\$5,660), insurance (\$3,118), depreciation (\$1,885).					

EXHIBIT G-1 - DKS Associates
City of Des Moines 2014-2015 On-Call Contract
Rates effective until January 1, 2014

Employee Name	Job Title	Direct Salary Cost
Asma, Tuly	Assistant Engineer	27.50
Hill, Janet	Office Administrator	28.00
Le, James	Project Engineer	38.00
Long, Chris	Principal/Project Manager	55.00
McCarthy, Betsy	Project Administrator	21.00
Militich, Coleen	Project Administrator	20.25
Miller, Wintana	Project Engineer	36.50
Nace, Bryan	Network Engineer	63.00
Powers, Meagan	Senior Engineer	45.00
Rahman, Syed	Assistant Engineer	29.00
Ricks, Matt	Assistant Engineer	27.00
Rong, Yan (Melody)	Project Administrator	26.75
Shimizu, Eric	Sr Project Manager	58.00
Sittikariya, Sittipan (Band)	Senior Engineer	42.50
Sk Ahmed, Monsur	Project Engineer	34.00
Turner, Wyatt	CADD	27.00
Witherspoon, Billy	Assistant Engineer	27.00
Yand, Mark	Principal	66.50
Yu, Huanan	Assistant Engineer	27.00
Zabel, Marjorie	Associate Transportation Engineer	32.00

EXHIBIT G-1

Hart Crowser Direct Salary Costs

ClassBrfDc	Employee_Name	Reg_Rate
Sr Prin	William B. Abercrombie	76.50
Sr Prin	Michael J. Bailey	87.02
Sr Prin	Barry Shiyo Chen	77.99
Sr Prin	Garry E. Horvitz	89.92
Sr Prin	Jonathan P. Houghton	81.55
Sr Prin	J. Jeff Wagner	77.99
Sr Prin	David Winter	87.02
Sr Prin	Julie K. Wukelic	73.85
Prin	Tim W. Blackwood	70.82
Prin	Michael W. Ehlebracht	67.32
Prin	Richard D. Ernst	65.87
Sr Assoc	Jeffrey C. Barrett	73.08
Sr Assoc	Gregory T. Both	50.00
Sr Assoc	Mark A. Dagele	54.05
Sr Assoc	Bradley R. Helland	54.83
Sr Assoc	Leon Lahiere	46.89
Sr Assoc	Greg A. Landau	58.39
Sr Assoc	Douglas D. Lindquist	60.82
Sr Assoc	Roger N. McGinnis	55.86
Sr Assoc	Mary A. Mitchener	53.84
Sr Assoc	Christopher R. Poulsen	62.57
Sr Assoc	Ross Stainsby	52.77
Sr Assoc	Echo Summers	54.48
Sr Assoc	Michael Wert	60.49
Sr Assoc	Julie L. Wilson	56.50
Sr Assoc	Scott E. Wright	51.72
Assoc	N. John Bingham	51.35
Assoc	Troy J. Fowler	36.50
Assoc	Rolf B. Hyllseth	47.26
Assoc	Roy E. Jensen	46.26
Assoc	Madan B. Karkee	53.06
Assoc	Jill Kiernan	46.39
Assoc	James A. Shannon	43.27
Assoc	James E. Starkes	40.64
Assoc	Jason Stutes	37.36
Assoc	Daniel J. Trisler	55.43
Assoc	Benjamin M. Upsall	48.83
Sr Prjct	Michelle A. Havey	32.13
Sr Prjct	Diane Hennessey	38.47
Sr Prjct	Kim M. Reinauer	37.86
Sr Prjct	Kevin A. Schleh	37.26
Sr Prjct	Kunal Shah	35.50
Sr Prjct	Peter R. Smiltins	40.22
Sr Prjct	Mike Swenson	41.99
Sr Prjct	Matt W. Veenstra	35.26
Prjct	Benjamin M. Blanchette	30.40
Prjct	Anne Conrad	33.28

Prjct	Brice J Exley	29.62
Prjct	Angela Goodwin	33.95
Prjct	Megan Higgins	30.84
Prjct	Andrew Kaparos	32.81
Prjct	Paul Kastens	33.20
Prjct	Bruce McDonald	32.10
Prjct	James Selleck	31.98
Prjct	Adrienne L. Stutes	27.71
Prjct	Sarah Upsall	38.48
Sr Staff	Walter L. Bickett	50.00
Sr Staff	Brenton R. Cook	28.37
Sr Staff	Phil Cordell	33.73
Sr Staff	Chris de la Torre	27.17
Sr Staff	Emily R. Duncanson	27.11
Sr Staff	Suzanne M. Faubl	26.93
Sr Staff	Max Gummer	27.41
Sr Staff	Mary Gutierrez	26.78
Sr Staff	Stefanie A. Hawks-Johnson	32.00
Sr Staff	John L. Lawes	28.63
Sr Staff	Chris W. Martin	30.67
Sr Staff	Jesse P. Overton	28.23
Sr Staff	Maria S. Sandercock	24.52
Sr Staff	Elizabeth A. Sosik	24.04
Sr Staff	J. Carlos Valdez	28.53
Sr Staff	Andrew Wade	27.48
Staff	Kelsey A. Donahue	23.09
Staff	Stephanie Eckhard	23.00
Staff	Susan D. Enzi	27.39
Staff	Nicholas W. Galvin	25.10
Staff	Lauren E. Hirt	25.00
Staff	Lisa D. Hoffman	25.00
Staff	Kerry J. Hosken	28.28
Staff	Arthur K. Huber	26.85
Staff	Hans I. Hurn	27.18
Staff	Joseph H. Kinerk	25.97
Staff	Katherine M. Malmfeldt	24.79
Staff	Ward D. McDonald II	25.00
Staff	Jason R. Miles	24.05
Staff	Marc J. Miller	20.96
Staff	Zenta Scherzinger	21.00
Staff	Susan M. Sooter	23.95
Staff	Carol A. Warner	25.35
Sr Drfr	Jeffrey A. Bigsby	27.16
Sr Drfr	Eric Lindquist	27.34
PA/WP	Jan Y. Clancy	21.55
PA/WP	Nimfa Josol	22.25
PA/WP	Angelito L. Montenegro	22.75
PA/WP	Karis Pratt	24.78
PA/WP	Rebecca Ramsey	22.77

EXHIBIT G-1

Subconsultant Fee Determination - Summary Sheet

Project Name: 2014-2015 On-Call General Civil Engineering Services

Subconsultant: Universal Field Services, Inc.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>		<u>Cost</u>
Project Oversight / Project Manager		X	\$52.00	=	
Project Manager / Senior Acquisition - Relocation Specialist		X	\$44.00	=	
Senior Acquisition - Relocation Specialist		X	\$39.00	=	
Senior Acquisition Specialist		X	\$39.00	=	
Acquisition Specialist		X	\$36.00	=	
Senior Administrative Specialist / Project Coordinator		X	\$31.00	=	
			Total DSC	=	
Overhead (OH Cost - including Salary Additives):					
OH Rate x DSC of 67.64%		X		=	
Fixed Fee (FF):					
Fixed x DSC of 30%		X		=	
Reimbursables:					
Itemized				=	
Subconsultant Total				=	
Prime Mark-Up					
		% X		=	
Grand Total				=	

Prepared by: Mitch Legel, SR/WA

Date: December 5, 2013

November 25, 2013

Berger ABAM

Steven True, PE
Project Manager
33301 Ninth Avenue South, Suite 300
Federal Way, WA 98003-2600

Subject: Hourly Rate Statement

Dear Steve,

Please consider this letter to be a statement of rates for DGK Inc. DBA Widener & Associates (Widener). It covers consulting work for;

City of Des Moines Planning, Building, and Public Works on issues related to environmental permitting and coordination for this project.

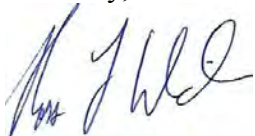
"2014-2015 On-Call Civil Engineering Services"

Widener is a five-person firm with no calculated overhead rate. We charge a flat hourly fee for services that is all-inclusive of direct salary, overhead and fee. The hourly fees offered for this contract are the lowest fees we offer for preferred clients. I also confirm that all direct nonsalary costs will be invoiced without mark-up.

- *Project Manager - \$154.00*
- *Biologist - \$86.80*

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please call at 425-503-3629.

Sincerely,



Ross L Widener
Vice President

WIDENER & ASSOCIATES

Exhibit G-3

DKS ASSOCIATES

SCHEDULE OF DIRECT LABOR, BURDEN, FRINGE BENEFITS
AND OVERHEAD COSTS

AND REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

* * * * *

APRIL 30, 2013

To the Board of Directors and
The Trustee of the DKS Associates Employee Stock Ownership Plan

**INDEPENDENT AUDITOR'S REPORT ON THE
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**

We have audited the Statement of Direct Labor, Fringe Benefits, and General Overhead costs of DKS Associates ("the Company") (hereinafter referred to as "overhead schedule" or "the Schedule") for the fiscal year ended April 30, 2013. The Schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on the Schedule based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and the financial audit standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Indirect Cost Schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the Schedule. We believe that our audit provides a reasonable basis for our opinion.

The accompanying overhead schedule was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation ("FAR") and certain other Federal and State regulations as discussed in Note 1, and is not intended to be a presentation in conformity with generally accepted accounting principles.

In our opinion, the overhead schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of the Company for the year ended April 30, 2012 on the basis of accounting described in Note 1.

In accordance with the *Government Auditing Standards* we have also issued our report dated October 10, 2013 on our consideration of the Company's internal controls and its compliance with laws and regulations. This report is intended solely for the use and information of the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and should not be used for any other purpose.

OUM & CO. LLP

October 10, 2013
San Francisco, CA

DKS ASSOCIATES

SCHEDULE OF DIRECT LABOR, BURDEN, FRINGE BENEFITS, AND OVERHEAD COSTS

FISCAL YEAR ENDED APRIL 30, 2013

Cost Elements	Proposed	Audit Adjustments	Footnote	Audited	BFO Rates	
Direct labor	<u>\$ 4,872,708</u>	<u>\$ 25,560</u>	4l	<u>\$ 4,898,268</u>		
Burden and fringe benefits:						
Payroll taxes - FICA/Medicare	\$ 625,073	\$ -		\$ 625,073	12.76	%
Payroll taxes - disability	21,199	-		21,199	0.43	
Payroll taxes - unemployment	82,031	-		82,031	1.67	
Insurance- hospitalization	690,699	-		690,699	14.10	
Insurance - group life	17,602	(14,364)	4i	3,238	0.07	
Insurance - dental	108,779	-		108,779	2.22	
Insurance - workers' compensation	42,947	-		42,947	0.88	
Paid leave - vacation	465,580	-		465,580	9.50	
Paid leave - holiday	219,211	-		219,211	4.48	
Paid leave - sick	171,126	-		171,126	3.49	
Profit sharing plan	39,821	-		39,821	0.81	
ESOP expense	305,298	-		305,298	6.23	
Flexible spending / Commuter checks	<u>53,920</u>	<u>-</u>		<u>53,920</u>	<u>1.10</u>	
Total burden and fringe benefits	<u>2,843,286</u>	<u>(14,364)</u>		<u>2,828,922</u>	<u>57.74</u>	
Overhead:						
Indirect labor	3,279,248	(275,998)	4a,4g,4h, 4l	3,003,250	61.31	
Office rent	821,543	-		821,543	16.77	
Business insurance	307,203	-		307,203	6.27	
Auto and travel	240,241	(3)	4j	240,238	4.90	
Depreciation	314,140	-		314,140	6.41	
Equipment rental and maintenance	187,495	-		187,495	3.83	
Bad debt expense	103,500	(103,500)	4b	-	-	
Telephone	128,130	-		128,130	2.62	
Office supplies and services	285,669	(35,212)	4e	250,457	5.11	
Consultants	172,566	-		172,566	3.52	
Legal and accounting	257,595	(5,619)	4k	251,976	5.14	
Dues, training and publications	117,830	(19,454)	4d	98,376	2.01	
Business taxes and licenses	162,535	(632)	4f	161,903	3.31	
Recruiting costs	13,269	-		13,269	0.27	
Contributions	<u>13,957</u>	<u>(13,957)</u>	4c	<u>-</u>	<u>-</u>	
Total overhead	<u>6,404,921</u>	<u>(454,375)</u>		<u>5,950,546</u>	<u>121.47</u>	
Total burden, fringe benefits and overhead	<u>\$ 9,248,207</u>	<u>\$ (468,739)</u>		<u>\$ 8,779,468</u>	<u>179.21</u>	%

See accompanying notes to the schedule.

DKS ASSOCIATES

NOTES TO THE SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD

NOTE 1 - Organization, operations and summary of significant accounting policies:

Organization

DKS Associates (the "Company") was incorporated in California in 1979, and is engaged in traffic engineering, transportation planning and civil engineering. During the fiscal year ended April 30, 2013, the Company maintained offices in California, Florida, Washington, Oregon, and Texas.

Basis of accounting

The Company's schedule of direct labor, fringe benefits, and general overhead costs was prepared on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulations ("FAR") and Florida Statute 112.061 and Florida Department of Management Rule 60L-9. Accordingly, the schedule of direct labor, fringe benefits, and general overhead costs is not intended to present results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

Accounting policy

The Company maintains a job-order cost accounting system for its reporting and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the reporting and accumulation of costs under its job-order cost accounting system.

Overhead rate structure

The Company allocates all costs based on direct labor cost.

NOTE 2 - Labor related costs:

Paid overtime

Overtime costs are incurred in meeting certain deadlines. Exempt employees are paid for overtime work at straight time rates. Non-exempt employees are paid overtime at time and a half (premium portion). The premium portion of overtime paid is included in the pool of direct labor, fringe benefits, and general overhead costs.

Uncompensated overtime

The Company did not pay certain salaried employees for time worked in excess of 40 hours per week. Total uncompensated overtime was estimated to be \$49,595, of which uncompensated overtime related to direct labor was \$25,560, and uncompensated overtime related to indirect labor was \$24,035. The adjustment to indirect labor on the accompanying schedule includes the uncompensated overtime amount of \$24,035, offset by a payroll variance adjustment of (\$49,595), for a net adjustment to indirect labor of (\$25,560). The credited amount of \$25,560 consisted of hours worked in excess of 40 times the employee's standard hourly rate. The amount was calculated using the Salary Variance Method in accordance with Chapter 5 of the *AASHTO Audit Guide*.

Highly compensated employees/officers

The Company uses the National Compensation Matrix to analyze the reasonableness of its executive compensation as described in Chapter 7 of the *AASHTO Audit Guide*. The Company determined it paid compensation to senior executives in excess of FAR §31.205-6(p) limits in an amount totaling \$215,004, which was adjusted to the overhead schedule.

Pension fund/deferred compensation/Employee Stock Ownership Plan (ESOP)

The Company maintains qualified profit-sharing and 401(k) deferred salary benefit plans, to which the Company makes discretionary cash contributions annually.

Effective May 1, 2005, the Company adopted the DKS Associates Employee Stock Ownership Plan and Trust (the "Plan"). The Company made contributions of \$305,298 in fiscal 2013. This contribution did not exceed applicable limits allowable under FAR §31.205-6(q).

Uncompensated sick leave

The Company does not accrue sick leave costs earned during the fiscal year, as accumulated sick leave is not paid to an employee upon termination.

Contract labor

The Company uses contract labor for engineering related services, and bills this labor directly as cost reimbursements.

NOTE 3 - Depreciation:

The depreciation reflected on the accompanying schedule of direct labor, fringe, and general overhead costs is determined using the 150% declining balance method over the useful service lives of the assets, which range from five to seven years, and is allowable under FAR §31.205-11(e).

NOTE 4 – Unallowable costs:

	<u>Reference</u>	<u>Amount</u>
a. Unallowable advertising and marketing costs (labor)	31.205-1	\$ 14,372
b. Unallowable bad debt and collection costs	31.205-3	103,500
c. Unallowable contributions and donations	31.205-8	13,957
d. Unallowable lobbying costs	31.205-22	19,454
e. Unallowable entertainment costs	31.205-14	35,212
f. Unallowable fines and penalty costs	31.205-15	632
g. Unallowable compensation and bonus	31.205-6	215,004
h. Unallowable employee gifts	31.205-13	21,062
i. Unallowable insurance costs officers life, net	31.205-19	14,364
j. Unallowable travel costs	31.205-46	3
k. Unallowable reorganization legal fees	31.205-27	5,619
l. Uncompensated overtime for salaried employees	31.202	25,560
		<u>\$ 468,739</u>

NOTE 5 – Certain other costs:

Costs for preparation of federal income tax returns, included in legal and accounting costs, were \$44,500 during the fiscal year ended April 30, 2013. Bonuses, included in indirect labor, totaled \$1,300,000 for the fiscal year ended April 30, 2013.

NOTE 6 – Burden, fringe benefits and overhead cost rates:

Burden, fringe benefits and overhead cost rates applicable to employees providing services for the fiscal year ended April 30, 2013 were as follows:

Burden and fringe benefits	57.74%
Overhead	<u>121.47%</u>
Total	<u>179.21%</u>

NOTE 7 - Direct expense rate:

The Company's home office direct expense rate was based on the direct cost accumulated in the job costs and recorded by the following accounts in the general ledger.

<u>Home office direct expenses</u>	<u>Amount</u>
Copying and printing	\$ 23,012
Rented vehicles	15,108
Travel	78,569
Postage and delivery	3,851
Equipment	12,793
Office supplies and expenses	290
Lodging and subsistence	24,685
Temporary help and technicians	594,633
Total	<u>752,941</u>
Unallowable expenses (traffic count technicians)	<u>(449,103)</u>
Allowable expenses	<u><u>\$ 303,838</u></u>
Direct labor	<u><u>\$ 4,898,268</u></u>
Direct expense rate	<u><u>6.20%</u></u>

NOTE 8 - Facilities Capital Cost of Money (FCCM):

The Facilities Capital Cost of Money Rate has been calculated in accordance with FAR Section 31.205-10, using average net book values of equipment and facilities multiplied by the average treasury rates for the applicable period, as shown:

Net capital assets, April 30, 2012	\$ 760,405
Net capital assets, April 30, 2013	<u>633,572</u>
Total	1,393,977
	<u>Divide by 2</u>
Average net capital assets	\$ 696,989
Average treasury rate	<u>1.6875%</u>
Facilities capital cost of money	\$ 11,762
Direct labor base	<u>4,898,268</u>
FCCM rate (\$11,762/\$4,898,268)	<u><u>0.240%</u></u>

NOTE 9 – Subsequent events:

The Company has evaluated events subsequent to April 30, 2013 to October 10, 2013, the date upon which the Statement of Direct Labor, Fringe Benefits, and General Overhead was available for issuance.

NOTE 10 – Auditor contact:

The person to contact relative to this audit engagement is:

Scott Miller, CPA
Partner
OUM & Co. LLP
465 California Street, Suite 700
San Francisco, CA 94104
(415) 434-3744
smiller@oumcpa.com

Exhibit G-3



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

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

February 1, 2012

Robert Jenson, CFO
Hart Crowser, Inc.
1700 Westlake Ave N #200
Seattle, WA 98109-6212

Re: Hart Crowser, Inc. Overhead Schedule
Fiscal Year End June 25, 2010

Dear Mr. Jenson:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Hart Crowser, Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Hart Crowser, Inc.'s accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Hart Crowser, Inc.'s overhead rate for the fiscal year ending June 25, 2010, at 205.21% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Mr. Jenson
February 1, 2012
Page 2

If you, or any representatives of Hart Crowser, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,



Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Hart Crowser, Inc
Overhead Schedule
For the Year Ended June 25, 2010

Description	Financial Statement Amount	Hart Crowser Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$2,719,907</u>				<u>\$2,719,907</u>	100.00%
Fringe Benefits:						
Vacation, Sick, & Holiday	\$672,900				\$672,900	24.74%
Payroll Taxes	487,616				487,616	17.93%
Health Insurance	490,468				490,468	18.03%
Workers' Comp. Insurance	17,394				17,394	2.58%
Profit Sharing (401-k)	184,980	(18,215)		A	166,765	34.20%
Fringe Benefits Adjustment			(91,389)	O	(91,389)	-18.63%
Total Fringe Benefits	<u>\$1,853,358</u>	<u>(\$18,215)</u>	<u>(\$91,389)</u>		<u>\$1,743,754</u>	64.11%
General Overhead:						
Indirect Labor	\$1,286,516				\$1,286,516	47.30%
Bid & Proposal Labor	785,579	(239)		C	785,341	28.87%
Marketing Labor			114,142	R	114,142	4.20%
Training Labor			57,172	S	57,172	2.10%
Incentive Bonus	18,917	(11,417)		B	7,500	1.11%
Rent	793,273				793,273	29.17%
Maintenance & Repairs	14,543				14,543	2.97%
Travel/Automobile	37,877	(462)	(63,271)	C,N,P	(25,856)	-0.95%
Insurance	96,670				96,670	57.97%
Telephone	116,183				116,183	4.27%
Utilities	17,212				17,212	0.99%
Taxes & Licenses	186,206				186,206	6.85%
Depreciation & Amortization	114,430		(3,491)	N	110,939	4.08%
Dues & Subscriptions	27,934	(500)		E	27,434	2.13%
Job Procurement	390,435	(269,811)	(114,142)	C,D,G,R	6,482	0.83%
Employee Train/Recruit/Moving	119,527	(2,626)	(57,172)	C,S	59,729	52.33%
Professional Fees	74,820				74,820	130.87%
Interest	67,773	(67,773)		H	0	0.00%
Computer	50,095				50,095	0.90%
Supplies & Miscellaneous	171,933	(69,212)	(43,276)	I,F,K,L,M,Q	59,445	1.07%
Total General Overhead	<u>\$4,369,923</u>	<u>(\$422,039)</u>	<u>(\$110,038)</u>		<u>\$3,837,846</u>	141.10%
Total Overhead Costs	<u>\$6,223,281</u>	<u>(\$440,254)</u>	<u>(\$201,427)</u>		<u>\$5,581,600</u>	205.21%
Overhead Rate	228.80%	212.62%			<u>205.21%</u>	

Hart Crowser, Inc
Overhead Schedule
For the Year Ended June 25, 2010

Description	Financial Statement Amount	Hart Crowser Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
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Hart Crowser, Inc - Reviewed & Accepted 2/1/12 JJ
"Overhead Rate still subject to WSDOT Audit"

References

Hart Crowser Adjustments:

Hart Crowser Overhead Internally prepared with out audit

- A Stock option expense unallowable per 48 CFR 31.205-6
- B Non plan bonuses per 48 CFR 31.205-6
- C Lodging, meal, and mileage rates in excess of federal travel regulation unallowable per 48 CFR 31.205-46(a)(2).
- D Public relations and advertising unallowable per 48 CFR 31.205-1.
Promotional Marketing unallowable per 48 CFR 31.205-1
- E Lobbying unallowable 48 CFR 31.205-22
- F Unallowable employee entertainment 48 CFR 31.205-1
- G Entertainment unallowable per 48 CFR 31.205-14.
- H Interest unallowable per 48 CFR 31.205-20.
- I Contributions unallowable per 48 CFR 31.205-81.
- K Bad debts 48 CFR 31.205-3
- L Recoveries & purchase discounts - Field Service recoveries (18,418.59) In house reproduction recoveries (10,008)
purchase discounts (13,010.09)

WSDOT Adjustments:

- M Remainder of Christmas party in the amount of \$24,956.90, retirement party in the amount of \$107.80, Cinco de Mayo party in the amount of \$385 unallowable entertainment per 48 CFR 31.205-14. Flowers and singing Christmas tree in the amount of \$497, gift card in the amount of \$500 unallowable per 48 CFR 31.205-13(b).
- N Travel/Auto costs in the amount of \$61,969 and auto depreciation in the amount of \$3,491 removed per 48 CFR 31.201-2(d).
The firm does not keep mileage logs.
- O Fringe benefits directly related to marketing labor in the amount of \$91,389 unallowable per 48 CFR 31.201-6(a), 48 CFR 31.205-1(f) and 2010 AASHTO Audit Guide Ch. 8.2. See worksheet.
- P Unallocable cost in the amount of \$1,302.20. Firm reimbursed employee for cancelled vacation.
- Q Direct costs in the amount of \$16,829.90 unallowable per 48 CFR 31.202. GL account titled "Field Supplies-Direct Chargeable"
- R Segregated Marketing Labor from Job Procurement in the amount of \$357,896 and included it as it's own line item. The unallowable portion in the amount of \$243,754 was also segregated.
- S Segregated Training Labor from Employee Train/Recruit/Moving in the amount of \$57,172 and included it as its own line item.

EXHIBIT G-3

Breakdown of Subconsultants Overhead Cost Subconsultant: Universal Field Services, Inc.

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	816,328.99	100.00%
Overhead Expenses:		
FICA	93,888.32	11.50%
Unemployment	14,051.38	1.72%
Health/Accident Insurance	73,619.66	9.02%
Medical Aid & Industrial Insurance	23,428.03	2.87%
Holiday/Vacation/Sick Leave	100,832.81	12.35%
Commission/Bonus/Pension	11,031.19	1.35%
Total Fringe Benefits	316,851.39	38.81%
General Overhead:		
State B&O Taxes	202.07	0.02%
Insurance	0.00	0.00%
Administration & Time Not Assignable	104,329.62	12.78%
Printing, Stationery & Supplies	11.14	0.00%
Professional Services	1,081.10	0.13%
Travel Not Assignable	15,805.03	1.94%
Telephone & Telegraph Not Assignable	6,028.08	0.74%
Fees, Dues & Professional Meetings	10,117.82	1.24%
Utilities & Maintenance	1,795.49	0.22%
Professional Development	14,859.33	1.82%
Rent	55,845.60	6.84%
Equipment Support	8,264.76	1.01%
Office, Miscellaneous & Postage	17,013.03	2.08%
Total General Overhead	235,353.07	28.83%
Total Overhead (General + Fringe)	552,204.46	67.64%
Overhead Rate (Total Overhead / Direct Labor)		67.64%

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency City of Puyallup

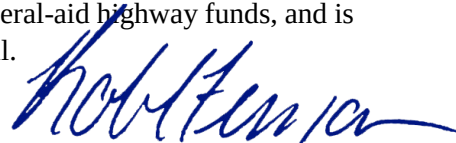
I hereby certify that I am Robert L. Fernandes and duly authorized representative of the firm of BergerABAM Inc. whose address is 33301 Ninth Avenue S., Suite 300, Federal Way, WA 98003 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

12/10/2013

Date



Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Des Moines, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): BergerABAM Inc.

12/10/2013

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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.

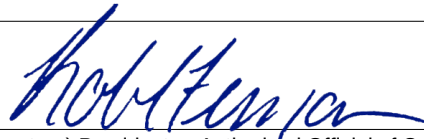
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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 such 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.

Consultant (Firm): BergerABAM Inc.

12/10/2013

(Date)

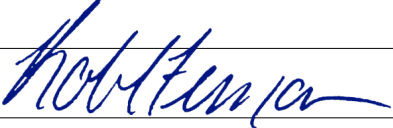


(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of City of Des Moines 2014-15 On-Call Civ. Eng. * are accurate, complete, and current as of December 10, 2013 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm BergerABAM Inc.

Name Robert L. Fernandes/BergerABAM 

Title Vice President

Date of Execution*** December 10, 2013

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone The BlueLine Group Ken Lauzen, PE 25 Central Way, Suite 400 Kirkland, WA 98033 425-216-4051	
☒ Architectural/Engineering Agreement ☐ Personal Services Agreement Agreement Number _____		Project Title And Work Description 2014-2015 On-call Civil Engineering Services	
Federal Aid Number _____			
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☐ Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☐ Fixed Overhead Rate _____ % Fixed Fee \$ _____ ☒ Specific Rates Of Pay ☒ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work			
		DBE Participation ☐ Yes ☒ No _____ % Federal ID Number or Social Security Number 91-2191569 Do you require a 1099 for IRS? ☐ Yes ☒ No Completion Date _____ Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ _____	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| ☒ Exhibit A-1 Scope of Work | ☒ Exhibit G-2 Fee-Sub Specific Rates |
| ☒ Exhibit A-2 Task Order Agreement | ☐ Exhibit G-3 Sub Overhead Cost |
| ☐ Exhibit B-1 DBE Utilization Certification | ☒ Exhibit H Title VI Assurances |
| ☒ Exhibit C Electronic Exchange of Data | ☒ Exhibit I Payment Upon Termination of Agreement |
| ☐ Exhibit D-1 Payment - Lump Sum | ☒ Exhibit J Alleged Consultant Design Error Procedures |
| ☐ Exhibit D-2 Payment - Cost Plus | ☒ Exhibit K Consultant Claim Procedures |
| ☒ Exhibit D-3 Payment - Hourly Rate | ☐ Exhibit L Liability Insurance Increase |
| ☐ Exhibit D-4 Payment - Provisional | ☒ Exhibit M-1a Consultant Certification |
| ☐ Exhibit E-1 Fee - Lump/Fixed/Unit | ☒ Exhibit M-1b Agency Official Certification |
| ☒ Exhibit E-2 Fee - Specific Rates | ☒ Exhibit M-2 Certification - Primary |
| ☐ Exhibit F Overhead Cost | ☒ Exhibit M-3 Lobbying Certification |
| ☒ Exhibit G Subcontracted Work | ☒ Exhibit M-4 Pricing Data Certification |
| ☐ Exhibit G-1 Subconsultant Fee | ☒ App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of City of Des Moines, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

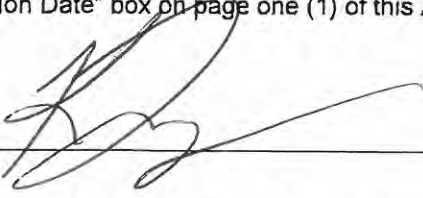
This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By



By

Consultant

The BlueLine Group

Agency

Exhibit "A-1"
Scope of Work
2014-2015 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected The Blueline Group (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. The Blueline Group agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2014 through December 31st, 2015. The Blueline Group will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2015, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2016. No new work shall be authorized after December 31st, 2015 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D-2, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit E for the life of this Agreement. Overhead calculations are included in Appendix F, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).

- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).
- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear

communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Civil Engineering: road way + pavement design, drainage + surface water, studies
- B. and design, utilities, planning, preliminary and final design, and estimates (PS+E)
- C. surveying
- D. environmental services
- E. other related work as requested by the City
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D-3

Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT E-2

THE BLUELINE GROUP

HOURLY RATE SCHEDULE

Effective January 1, 2014

Principal Engineer	\$165/hr
Project Manager	\$150/hr
Senior Project Engineer	\$145/hr
Project Engineer	\$135/hr
Construction Administration	\$135/hr
Project Planner	\$120/hr
Engineer	\$120/hr
Engineering Designer II	\$120/hr
Engineering Designer I	\$110/hr
Senior CAD Technician	\$105/hr
Construction Inspector	\$100/hr
Planning Coordinator	\$95/hr
CAD Technician	\$95/hr
Administrative Assistant	\$70/hr

Notes:

- Standard hourly rates include expenses for telephone, fax, photocopies (letter and legal size) and postage. Please refer to The BlueLine Group's standard contract regarding the firm's policy regarding other project expenses.
- All standard hourly rates are reviewed annually and adjusted accordingly.

PLOTTING/SCANNING RATE SCHEDULE

Effective January 1, 2014

11" x 17" Bond	\$0.50/sheet
12" x 18" Bond	\$2.10/sheet
18" x 24" Bond	\$2.35/sheet
22" x 34" Bond	\$2.65/sheet
24" x 36" Bond	\$2.90/sheet
30" x 42" Bond	\$3.40/sheet
36" x 48" Bond	\$3.95/sheet

Notes:

- Plotting and scanning rates are reviewed annually and adjusted accordingly.
- Plotting and scanning rates include 9.5% Sales Tax.

MILEAGE RATE SCHEDULE

Effective January 1, 2014

Mileage	\$1.00/mile
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Exhibit G Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Survey - Axis Survey and Mapping

Traffic Engineering - Transportation Engineers Northwest

Environmental Services - Shannon + Wilson

Geotechnical Services - Shannon + Wilson

EXHIBIT G-2



13005 NE 126th PL
Kirkland, WA 98034
425-823-5700 ph
425-823-6700 fax

Current Hourly Rate Sheet – Effective 10/23/11

Principal Licensed Surveyor _____	\$160/hr
Licensed Professional Surveyor _____	\$135/hr
Office LIDAR Surveyor _____	\$120/hr
Office Cadd Surveyor _____	\$105/hr
1 Person Survey Crew _____	\$115/hr
2 Person Survey Crew _____	\$160/hr
3 person Survey Crew _____	\$190/hr
GPS System (add to appropriate crew rate) _____	\$35/hr
2 person Prevailing Wage rate _____	\$220/hr
1 Person Prevailing Wage rate _____	\$175/hr

Current Hourly Rates are subject to change without notice. Previously negotiated contracts will be held at negotiated rates as necessary to fulfill contractual obligations. In the event that a project contract extends for in excess of 18 months, Axis Survey and Mapping reserves the right to negotiate new rates. Additional, approved expenses will have a 15% administrative fee applied.

EXHIBIT G-2



SCHEDULE OF BILLING RATES 2013

Hourly Rate

Principal.....	\$175
Design Manager.....	\$165
Senior Project Manager.....	\$140
Senior Design Engineer.....	\$140
Project Engineer.....	\$125
Staff/Design Engineer.....	\$120
Technical Support.....	\$75

Reimbursable and Subconsultant expenses shall include a 10% Markup.

EXHIBIT G-2

Exhibits G-1 and G-2: Sub-Consultant Fee Determination and Specific Rates

GENERAL HOURLY RATES

City of Des Moines

2014 - 2015 On-Call General Civil Engineering Services

SHANNON & WILSON, INC.

400 N. 34th Street, Suite 100 (PO Box 300303), Seattle, WA 98103

Fees for Shannon & Wilson's services are based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the following rates. These rates are for the 2014 calendar year. At the end of each calendar year, our rates will be adjusted for the next calendar year.

Classification	General Hourly Rate
President/Sr. Vice President/VP	\$235.00
Sr. Associate	\$185.00
Associate	\$165.00
Sr. Principal Professional	\$145.00
Principal Professional	\$125.00
Senior Professional	\$115.00
Professional IV	\$105.00
Professional III	\$95.00
Professional III	\$85.00
Professional I	\$75.00
Sr. Technical/Drafter/Computer *	\$95.00
Technical Svcs/Drafter I/II/III/IV *	\$60.00
Sr. Admin/Office Svcs IV *	\$90.00
Office Services I/II/III *	\$55.00

Expert Testimony: Hourly rates will be doubled for time spent actually providing expert testimony

* Overtime rates are approximately 1.25 general hourly rate

EXHIBIT G-2

OTHER DIRECT COSTS (ODC's)

City of Des Moines

2014 - 2015 On-Call General Civil Engineering Servicees

SHANNON & WILSON, INC.

400 N. 34th Street, Suite 100 (PO Box 300303), Seattle, WA 98103

Vendor	Rate	Unit
Special Delivery (Courier/FedEx)	at Cost	
Mapping, Photos, Survey	at Cost	
Mileage	at Current WSDOT Allowable	Per Mile
Travel / Parking	at Cost	
Supplies	at Cost	
Outside Print Cost	at Cost	
B&W Copies (8 1/2 x 11)	\$0.10	Each
B&W Copies (11 x 17)	\$0.20	Each
COLOR Copies (8 1/2 x 11)	\$0.50	Each
COLOR Copies (11 x 17)	\$1.00	Each

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____

Local Agency _____

I hereby certify that I am Ken Lauzen, PE and duly authorized
representative of the firm of The BlueLine Group whose address is
25 Central Way, Suite 400, Kirkland, WA 98033 and that neither I nor the above
firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

1/9/14
Date

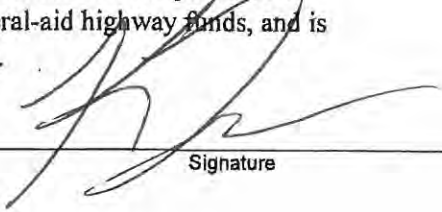

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of _____,
Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an
express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or
consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of
Transportation and the Federal Highway Administration, U.S. Department of Transportation, in
connection with this AGREEMENT involving participation of Federal-aid highway funds, and is
subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): The Blueline Group

1/9/14
(Date)

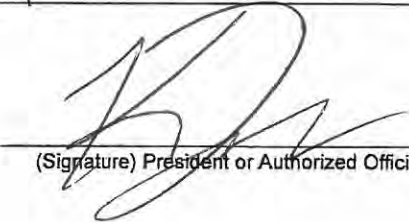

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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 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 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 such 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.

Consultant (Firm): The BlueLine Group

1/9/14
(Date)

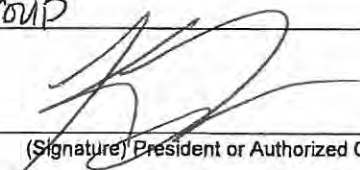

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of CITY OF DES MOINES 2014-2015 ON-CALL CE SERVICES * are accurate, complete, and current as of JANUARY 1, 2014 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm THE BLUELINE GROUP
Name KEN M. LAZEN
Title PRINCIPAL
Date of Execution*** JANUARY 3, 2014

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone <u>The BlueLine Group</u> <u>Ken Lauzen, PE</u> <u>25 Central Way, Suite 400</u> <u>Kirkland, WA 98033</u> <u>425-216-4051</u>
Agreement Number	Project Title And Work Description
Federal Aid Number	<u>2014-2015 On-call Civil Engineering Services</u>
Local Agency <u>City of Des Moines</u>	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of City of Des Moines, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By



By

Consultant

The BlueLine Group

Agency

By

By

Consultant

Agency

By

Agency

By

Agency

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Environmental Science Associates 5309 Shilshole Ave NW Suite 200 Seattle, WA 98107 206-789-9658				
☒ Architectural/Engineering Agreement ☐ Personal Services Agreement Agreement Number _____	Project Title And Work Description City of Des Moines 2014-2015 On-Call Civil Engineering Services				
Federal Aid Number _____					
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☒ Cost Plus Fixed Fee Overhead Progress Payment Rate <u>206.48</u> % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☒ Fixed Overhead Rate <u>30</u> % Fixed Fee \$ _____ ☐ Specific Rates Of Pay ☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work					
DBE Participation ☐ Yes ☒ No _____ %					
Federal ID Number or Social Security Number 94-1698350					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Do you require a 1099 for IRS?</td> <td style="width: 50%;">Completion Date</td> </tr> <tr> <td>☐ Yes ☒ No</td> <td>December 31, 2015</td> </tr> </table>		Do you require a 1099 for IRS?	Completion Date	☐ Yes ☒ No	December 31, 2015
Do you require a 1099 for IRS?	Completion Date				
☐ Yes ☒ No	December 31, 2015				
Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ <u>1,000,000.00</u>					

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| ☒ Exhibit A-1 Scope of Work
☒ Exhibit A-2 Task Order Agreement
☐ Exhibit B-1 DBE Utilization Certification
☒ Exhibit C Electronic Exchange of Data
☐ Exhibit D-1 Payment - Lump Sum
☒ Exhibit D-2 Payment - Cost Plus
☐ Exhibit D-3 Payment - Hourly Rate
☐ Exhibit D-4 Payment - Provisional
☒ Exhibit E-1 Fee - Lump/Fixed/Unit
☐ Exhibit E-2 Fee - Specific Rates
☒ Exhibit F Overhead Cost
☒ Exhibit G Subcontracted Work
☐ Exhibit G-1 Subconsultant Fee | ☐ Exhibit G-2 Fee-Sub Specific Rates
☐ Exhibit G-3 Sub Overhead Cost
☒ Exhibit H Title VI Assurances
☒ Exhibit I Payment Upon Termination of Agreement
☒ Exhibit J Alleged Consultant Design Error Procedures
☒ Exhibit K Consultant Claim Procedures
☐ Exhibit L Liability Insurance Increase
☒ Exhibit M-1a Consultant Certification
☒ Exhibit M-1b Agency Official Certification
☒ Exhibit M-2 Certification - Primary
☒ Exhibit M-3 Lobbying Certification
☒ Exhibit M-4 Pricing Data Certification
☒ App. 31.910 Supplemental Signature Page |
|---|--|

THIS AGREEMENT, made and entered into this _____ day of _____, _____,
 between the Local Agency of City of Des Moines, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By

[Handwritten signature]

By

Consultant

Environmental Science Associates

Agency

Exhibit "A-1"
Scope of Work
2014-2015 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected Environmental Science Associates (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Environmental Science Associates agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2014 through December 31st, 2015. Environmental Science Associates will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2015, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2016. No new work shall be authorized after December 31st, 2015 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D-2, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit E for the life of this Agreement. Overhead calculations are included in Appendix F, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).

- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).
- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear

communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. As outlined in Exhibit A-1
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:

- a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
- b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT E-1

Environmental Science Associates
CONSULTANT FEE DETERMINATION - SUMMARY SHEET
COST PLUS FIXED FEE

City of Des Moines 2014-2015 On-Call Civil Engineering Services

Direct Salary Cost (DSC)

Classification	Man Hours		Rate		Cost
Senior Director	X	\$	75.00	=	\$ -
Director	X	\$	70.00	=	\$ -
Senior Managing Associate	X	\$	55.00	=	\$ -
Managing Associate	X	\$	44.00	=	\$ -
Technical Associate	X	\$	42.00	=	\$ -
Senior Associate II	X	\$	37.00	=	\$ -
Senior Associate I	X	\$	36.00	=	\$ -
Associate III	X	\$	34.00	=	\$ -
Associate II	X	\$	30.00	=	\$ -
Associate I	X	\$	26.00	=	\$ -
GIS Analyst	X	\$	29.00	=	\$ -
Graphic Artist	X	\$	31.00	=	\$ -
Senior Administrative	X	\$	33.00	=	\$ -
Administrative	X	\$	27.00	=	\$ -
Clerical	X	\$	22.00	=	\$ -
SUBTOTAL DSC				=	\$ -

OVERHEAD (OH COST - Including Salary Additives)

OH Rate X DSC or 206.48% X \$ - = \$ -

Fixed Fee (FF)

FF Rate X DSC or 30% X \$ - = \$ -

REIMBURSABLES

Mileage/Parking = \$ -

MAXIMUM PAYABLE AMOUNT = \$ -

PREPARED BY: SMB

DATE: 12/9/2013



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

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

November 14, 2012

Jean Chen, Controller
Environmental Science Associates
550 Kearny St., #800
San Francisco, CA 94108-2512



Re: Environmental Science Associates Overhead Schedule
Fiscal Year End December 31, 2011

Dear Ms. Chen:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Environmental Science Associates. The schedule was audited by Gusman and Associates for compliance with Part 31 of the Federal Acquisition Regulations.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Environmental Science Associates accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Environmental Science Associates overhead rate for the fiscal year ending December 31, 2011, at 206.48% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's overhead schedule to our office or to your CPA firm, please submit either your internally prepared *Compensation Analysis*, or the *National Compensation Matrix* (NCM) worksheet.

Ms. Chen
November 14, 2012
Page 2

If you, or any representatives of Environmental Science Associates, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach". The signature is written in dark ink and is positioned above the printed name and title.

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

ENVIRONMENTAL SCIENCE ASSOCIATES

Overhead Schedule

For the Year Ended December 31, 2011

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$ 11,748,695</u>				<u>\$ 11,748,695</u>	100.00%
Fringe Benefits:						
Indirect - Other compensation	\$ 5,437				\$5,437	0.05%
Stock Options Compensation	171,137				171,137	1.46%
Employee Bonus	252,796		(110,500)	AD	142,296	1.21%
Vacation Expense	1,472,599				1,472,599	12.53%
Sick Leave	557,897				557,897	4.75%
Holiday	695,864				695,864	5.92%
Personal	16,316				16,316	0.14%
Jury Duty	13,914				13,914	0.12%
Severance/Retro	49,358		(23,068)	AE	26,290	3.78%
Commuter Checks	32,480				32,480	0.28%
Bereavement Leave	17,204				17,204	0.15%
Fringe Benefits - In Lieu of Ins	41,805				41,805	0.36%
Health Insurance	1,681,662				1,681,662	14.31%
Vision Insurance	19,935				19,935	0.17%
Dental Insurance	182,204				182,204	1.55%
Life Insurance	98,931				98,931	0.84%
Workers Comp Insurance	222,441				222,441	1.89%
Misc Employee Benefits	79,706				79,706	0.68%
Social Security Tax	1,715,178				1,715,178	14.60%
Unemployment Tax (UCI) - NM	159,779				159,779	1.36%
FED Unemployment Tax	19,173				19,173	0.16%
City Tax	1,800				1,800	0.02%
401(K) Company Match	315,266				315,266	2.68%
PBP Program/Incentive Compensation	1,426,406				1,426,406	12.14%
ESOP Contribution	757,578				757,578	6.45%
Fringe Benefit adjustment		(113,977)		AC	(113,977)	-0.97%
Total Fringe Benefits	<u>\$ 10,006,866</u>	<u>\$ (113,977)</u>	<u>\$ (133,568)</u>		<u>\$ 9,759,321</u>	<u>83.07%</u>
General Overhead:						
Indirect Labor Expense	\$ 8,886,585	\$ (235,034)		B, R, Z	\$ 8,651,551	73.64%
Rent	2,632,548				2,632,548	22.41%
Office Supplies	213,779	(964)		B	212,815	1.81%
Materials	15,864	(15,864)		B	0	0.00%
Computer Supplies / Equipment	74,749				74,749	0.64%
Office Equipment	30,115				30,115	0.26%
Equipment Maintenance	242,778				242,778	2.07%
Software Maintenance	186,154				186,154	1.58%
Equipment Rental	88,708				88,708	0.76%
Telephone	603,746				603,746	5.14%
Postage	127,034	(948)		B	126,086	1.07%
Marketing Supplies & Services	45,394	(45,394)		B	0	0.00%
Advertising & Promotions	20,443	(20,443)		A	0	0.00%
Education/Training	145,872				145,872	1.24%
Conference / Meetings	134,332	(84,891)		B	49,441	0.42%
Dues / Subscriptions	116,847				116,847	0.99%
Recruiting & Relocation	80,334	(55,400)		C	24,934	0.21%
Airfare	156,317	(20,802)		B	135,515	1.15%
Other Travel & Subsistence	692,285	(295,075)		B, D, E, F,N,Y	397,210	3.38%
Unallowable Entertainment/Alcoholic	27,327	(27,327)		B, D,F,Y	0	0.00%
Employee Relations	97,260	(97,260)		B, D, F,Y,Q,A	0	0.00%

ENVIRONMENTAL SCIENCE ASSOCIATES

Overhead Schedule

For the Year Ended December 31, 2011

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Legal & Accounting Fees	220,723	(32,745)	(250)	U, V, AG	187,728	1.60%
Insurance	326,937				326,937	2.78%
Outside Consultants	224,212	(30,629)		B	193,583	1.65%
Business taxes and Licenses	257,188				257,188	2.19%
Charitable Contributions	16,681	(16,681)		G	0	0.00%
Bad Debt Expense	193,968	(193,968)		H	0	0.00%
ESOP Expenses	49,036				49,036	0.42%
Miscellaneous	18,860	(18,860)		I	0	0.00%
Cost Recovery	(634,726)				(634,726)	-5.40%
Communication Cost Recovery	(517,617)				(517,617)	-4.41%
Depreciation/Amortization	1,030,164	(144,762)		T	885,402	7.54%
Printing and Reproduction	59,503	(1,562)		B	57,941	0.49%
Other Income/Expenses	(25,610)				(25,610)	-0.22%
Interest Income-	(9,329)	9,329		K	0	0.00%
Interest Expense	119,547	(119,547)		K	0	0.00%
VEI Expenses	155,287	(155,287)		AB	0	0.00%
Tax Expense	7,676	(7,676)		AB	0	0.00%
Total General Overhead	\$ 16,110,969	\$ (1,611,788)	\$ (250)		\$ 14,498,931	123.41%
Total Overhead Costs	\$26,117,835	\$ (1,725,765)	\$ (133,818)		\$24,258,252	206.48%
Indirect rate	222.30%	207.62%			206.48%	

*Environmental Services Associates, Inc. - Reviewed and Accepted 11/14/12 SO
"Overhead Rate still subject to WSDOT Audit"*

References

Environmental Services Associates Adjustments:

Environmental Services Associates Overhead Audited by Gusman and Associates

- A Advertising unallowable per 48 CFR 31.205-1(b)
- B Marketing unallowable per 48 CFR 31.205-1(f)
- C Recruiting and Relocation unallowable per 48 CFR 31.205-35
- D Gifts unallowable per 48 CFR 31.205-13(b)
- E Excess Lodging and per diem unallowable per 48 CFR 31.205-14, 31.205-46 & WSDOT policy
- F Alcohol unallowable per 48 CFR 31.205-51
- G Contributions unallowable per 48 CFR 31.205-8
- H Bad Debts unallowable per 48 CFR 31.205-3
- I Miscellaneous account unallowable per 48 CFR 31.201-2
- K Interest unallowable per 48 CFR 31.205-20
- N Allowances for officers unallowable per 48 CFR 31.201-4 and 31.205-13(b)
- Q Holiday Party Expenses in excess of \$25 per person unallowable per 48 CFR 31.205-14 & WSDOT policy
- R Overtime Premium Unallowable per WSDOT policy
- T Amortization unallowable per 48 CFR 31.205-49
- U Federal and State Income Tax Preparation are unallowable per 48 CFR 31.205-41 (b) (1), 48 CFR 31.201-6 and WSDOT Policy
- V Income Tax Preparation in excess of \$250.00
- Y Per 48 CFR 31.205-14 and WSDOT M 13-82
- Z Reorganization and Restructuring Unallowable FAR 31.205-27
- AB Volunteer Deletion
- AC Fringe Benefit adjustment

WSDOT Adjustments:

- AD We are unable to verify that sign-on bonus (\$110,500) is based on individual employee performance, and that individual performance goals are communicated to the employees prior to work being performed, per 48 CFR 31.205-6(f) and Chapter 7.12 of the AASHTO Audit Guide.
WSDOT allowed the Recruitment bonus (\$31,767) with the understanding that the recruitment bonus policy will be updated to reflect AASHTO and FARs requirements.
- AE Severance pay unallowable per 48 CFR 31.205-6(I)(1).
- AG Income Tax preparation for S-Corporation unallowable in full per 48 CFR 205-41(b).

Certification of Final Indirect Costs

Firm Name: Environmental Science Associates

Indirect Cost Rate Proposal: 207.62%

Date of Proposal Preparation (mm/dd/yyyy): 8/8/2012

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2011 to 12/31/2011

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____

Name of Certifying Official* (Print): Jean Chen

Title: VP/Controller

Date of Certification (mm/dd/yyyy): 8/8/2012

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

Exhibit G Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

NA

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: NA

Sub Consultant: _____

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
_____	_____	X	_____	\$	_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____

Total DSC = \$ _____

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of _____ % x \$ _____ = _____

Fixed Fee (FF):

FF Rate x DSC of _____ % x \$ _____ = _____

Reimbursables:

Itemized _____ = _____

SubConsultant Total _____ = _____

Prime Mark-Up _____ % X _____ = _____

Grand Total _____ = _____

Prepared By: _____ Date: _____

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. Non-discrimination: The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____

Local Agency _____

I hereby certify that I am Ikuno Masterson, Director NW Community Development and duly authorized representative of the firm of Environmental Science Associates whose address is 5309 Shilshole Ave NW, Suite, 200, Seattle, WA 98107 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

January 8, 2014
Date

Ikuno Masterson
Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of _____,
Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an
express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or
consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of
Transportation and the Federal Highway Administration, U.S. Department of Transportation, in
connection with this AGREEMENT involving participation of Federal-aid highway funds, and is
subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Environmental Science Associates

January 8, 2014
(Date)

Ken Martens
(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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 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 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 such 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.

Consultant (Firm): Environmental Science Associates

January 8, 2014
(Date)

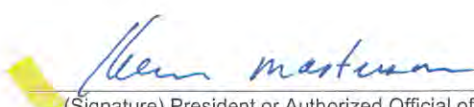

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of 2014-2015 On-Call General Civil Engineering Services * are accurate, complete, and current as of January 2014 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Environmental Science Associates

Name Ikuno Masterson

Title Director NW Community Development

Date of Execution*** January 8, 2014

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Environmental Science Associates 5309 Shilshole Ave NW, Suite 200 Seattle, WA 98107 206-789-9658
Agreement Number	Project Title And Work Description City of Des Moines 2014-2015
Federal Aid Number	On-Call Civil Engineering Services
Local Agency City of Des Moines, Washington	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of City of Des Moines, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By  Ikuno Masterson, Director NW Community Development By _____

Consultant Environmental Science Associates Agency _____

By  By _____

Consultant _____ Agency _____

By _____

Agency _____

By _____

Agency _____

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone Exeltech Consulting, Inc. 8729 Commerce Pl Dr NE Lacey, WA 98516	
☒ Architectural/Engineering Agreement ☐ Personal Services Agreement Agreement Number _____		Project Title And Work Description 2014-2015 On-Call General Civil Engineering Services	
Federal Aid Number _____			
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☒ Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☒ Fixed Overhead Rate <u>183.52</u> % Fixed Fee \$ <u>30</u> % ☐ Specific Rates Of Pay ☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work			
		DBE Participation ☐ Yes ☒ No _____ %	
		Federal ID Number or Social Security Number 91-1491880	
		Do you require a 1099 for IRS? ☐ Yes ☒ No	Completion Date December 31, 2015
		Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ <u>1,000,000.00</u>	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| ☒ Exhibit A-1 Scope of Work | ☒ Exhibit G-2 Fee-Sub Specific Rates |
| ☒ Exhibit A-2 Task Order Agreement | ☒ Exhibit G-3 Sub Overhead Cost |
| ☐ Exhibit B-1 DBE Utilization Certification | ☒ Exhibit H Title VI Assurances |
| ☒ Exhibit C Electronic Exchange of Data | ☒ Exhibit I Payment Upon Termination of Agreement |
| ☐ Exhibit D-1 Payment - Lump Sum | ☒ Exhibit J Alleged Consultant Design Error Procedures |
| ☒ Exhibit D-2 Payment - Cost Plus | ☒ Exhibit K Consultant Claim Procedures |
| ☐ Exhibit D-3 Payment - Hourly Rate | ☐ Exhibit L Liability Insurance Increase |
| ☐ Exhibit D-4 Payment - Provisional | ☒ Exhibit M-1a Consultant Certification |
| ☒ Exhibit E-1 Fee - Lump/Fixed/Unit | ☒ Exhibit M-1b Agency Official Certification |
| ☐ Exhibit E-2 Fee - Specific Rates | ☒ Exhibit M-2 Certification - Primary |
| ☒ Exhibit F Overhead Cost | ☒ Exhibit M-3 Lobbying Certification |
| ☒ Exhibit G Subcontracted Work | ☒ Exhibit M-4 Pricing Data Certification |
| ☒ Exhibit G-1 Subconsultant Fee | ☒ App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____,
 between the Local Agency of _____ City of Des Moines _____, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  _____ By _____

Consultant Santosh J Kuruvilla Agency _____

Exhibit "A-1"
Scope of Work
2014-2015 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected Exeltech Consulting, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Exeltech Consulting, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2014 through December 31st, 2015. Exeltech Consulting, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2015, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2016. No new work shall be authorized after December 31st, 2015 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D-2, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit E for the life of this Agreement. Overhead calculations are included in Appendix F, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).

- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).
- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in **Exhibit A-2**. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear

communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- B. Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).
- C. Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- D. Geotechnical Engineering.
- E. Environmental analysis, evaluation, documentation, and permitting.
- F. Surveying.
- G. Landscape Architecture and Urban Design.
- H. Architecture.
- I. Historical Preservation.
- J. Plan review, studies and reports, development review.
- K. Grant preparation, value engineering (VE), and obtaining project permits.
- L. Construction Management and Inspections.
- M. Other related work as requested by the City.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions required a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:

(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."⁶ Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1

Exhibit E-1

Consultant Fee Determination - Summary Sheet

Consultant Fee Determination - Summary Sheet

Cost Plus Fixed Fee

Cost Plus Fixed Fee

2014 - 2015 On-Call Civil Engineering Services

2014 - 2015 On-Call Civil Engineering Services

DIRECT NONLABOR

BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES

Exeltech Consulting, Inc.

Exeltech Consulting, Inc.

For Period January 1, 2014 through December 31, 2015

Overhead 183.52%

Profit (DL) 30%

JOB CLASSIFICATION	DIRECT LABOR (DL)		OVERHEAD %OH x DL		PROFIT %PROFIT x DL		ALL INCLUSIVE HOURLY RATE	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Principal	\$ 65.00	\$ 83.00	\$ 119.29	\$ 152.32	\$ 19.50	\$ 24.90	\$ 203.00	\$ 261.00
Sr. Project Manager	\$ 45.00	\$ 74.00	\$ 82.58	\$ 135.80	\$ 13.50	\$ 22.20	\$ 141.00	\$ 232.00
Project Manager	\$ 35.00	\$ 54.00	\$ 64.23	\$ 99.10	\$ 10.50	\$ 16.20	\$ 109.00	\$ 170.00
Sr. Project Engineer	\$ 40.00	\$ 65.00	\$ 73.41	\$ 119.29	\$ 12.00	\$ 19.50	\$ 125.00	\$ 204.00
Project Engineer	\$ 28.00	\$ 44.00	\$ 51.39	\$ 80.75	\$ 8.40	\$ 13.20	\$ 87.00	\$ 138.00
Design Engineer	\$ 21.00	\$ 33.00	\$ 38.54	\$ 60.56	\$ 6.30	\$ 9.90	\$ 65.00	\$ 104.00
Environmental Planner	\$ 26.00	\$ 55.00	\$ 47.72	\$ 100.94	\$ 7.80	\$ 16.50	\$ 81.00	\$ 173.00
CADD Tech	\$ 19.00	\$ 36.00	\$ 34.87	\$ 66.07	\$ 5.70	\$ 10.80	\$ 59.00	\$ 113.00
Construction Manager/Resident	\$ 39.00	\$ 60.00	\$ 71.57	\$ 110.11	\$ 11.70	\$ 18.00	\$ 122.00	\$ 189.00
Construction Inspector	\$ 29.00	\$ 50.00	\$ 53.22	\$ 91.76	\$ 8.70	\$ 15.00	\$ 90.00	\$ 157.00
Office Engineer	\$ 30.00	\$ 45.00	\$ 55.06	\$ 82.58	\$ 9.00	\$ 13.50	\$ 94.00	\$ 142.00
Administration	\$ 12.00	\$ 44.00	\$ 22.02	\$ 80.75	\$ 3.60	\$ 13.20	\$ 37.00	\$ 138.00

Notes:

Agency shall be invoiced based on the actual rate of pay paid to the specific employee performing the work/tasks, but not to exceed the maximum Billing Rate for the employee's classification.

DIRECT NONLABOR RATES

Outside services will be billed at cost.



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

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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

July 11, 2012

Michelle Rhodes, Finance Manager
Exeltech Consulting, Inc.
8729 Commerce Place Drive
Lacey, WA 98516-1363



Re: Exeltech Consulting, Inc., Overhead Schedule
Fiscal Year End December 31, 2011

Dear Ms. Rhodes:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Exeltech Consulting, Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Exeltech Consulting, Inc. accounting system, and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Exeltech Consulting, Inc. overhead rate for fiscal year ending December 31, 2011, at 183.52% (rate includes Facilities Cost of Capital) of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit either your internally prepared *Compensation Analysis* for our review, or use the *National Compensation Matrix* (NCM) format to prepare your alternate analysis and we will review that. The NCM is a tool that establishes compensation amounts presumed reasonable for certain executive positions. The *Compensation Analysis* and NCM are described further in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis*, or alternative analysis based on use of the NCM, in order to complete our review of your overhead schedule.

Ms. Rhodes
July 11, 2012
Page 2

If you, or any representative of Exeltech Consulting, Inc. have any questions, please contact Martha Roach, Jeri Sivertson or Steve McKerney at (360) 705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

Exhibit F - Overhead Cost
Exeltech Consulting Inc.
Overhead Schedule
Fiscal Year Ended December 31, 2011

Description	General Ledger	Exeltech Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Total Direct Labor Base	<u>\$1,059,211</u>				<u>\$1,059,211</u>	100.00%
Fringe Benefits						
Payroll Taxes	\$234,623	(\$9,276)		I	\$225,347	21.28%
Vacation/Holiday/Sick Leave	213,448				213,448	20.15%
Incentive Compensation	0				0	0.00%
Bonus	2,000		(2,000)	V	0	0.00%
Health & Dental Insurance - Employees	84,660				84,660	7.99%
Insurance - Keyman	674	(674)		H	0	0.00%
Retirement	37,810				37,810	3.57%
Fringe Benefit Adjustment			(25,782)	W	(25,782)	-2.43%
Total Fringe Benefits	<u>\$573,215</u>	<u>(\$9,950)</u>	<u>(\$27,782)</u>		<u>\$535,483</u>	50.55%
General Overhead						
Auto expenses& parking	\$36,258		(\$1,635)	S,T	\$34,623	3.27%
Advertising	2,732	(2,732)		D	-	0.00%
Bad Debt	11,323	(11,323)		F	-	0.00%
Bank Service Charges	3,100		(3,100)	Q	-	0.00%
Charitable Donations	3,650	(3,650)		A	-	0.00%
Computer and IT Maintenance	5,711				5,711	0.54%
Depreciation	81,673				81,673	7.71%
Dues, Subscriptions & Books	33,468				33,468	3.16%
Education	7,007				7,007	0.66%
Equipment Lease	17,735				17,735	1.67%
Insurance	95,212	(9,956)		O	85,257	8.05%
Interest/Financing Cost	7,636	(7,636)		B	-	0.00%
Licenses & Permits	13,243				13,243	1.25%
Business Meals	10,583	(10,583)		C	-	0.00%
Office Supplies	11,746	(103)		I	11,643	1.10%
Penalties	162	(162)		P	-	0.00%
Personnel Recruitment	5,625				5,625	0.53%
Postage & Delivery	4,955				4,955	0.47%
Printing & Reproduction	18,911				18,911	1.79%
Professional Fees	35,406	(18,876)	(250)	G,R	16,280	1.54%
Rent	324,276	(52,303)		K	271,974	25.68%
Repairs & maintenance	7,911				7,911	0.75%
Software Expenses	518				518	0.05%
Coffee and Kitchen supplies	4,073				4,073	0.38%
Staff Function & Entertainment	2,656	(2,656)		J	-	0.00%
Supplies - Operating	942				942	0.09%
Taxes - City & State Business (Excise&UseTax)	63,135				63,135	5.96%
Taxes Personal Property	3,253				3,253	0.31%
Telephone	57,448				57,448	5.42%
Travel/ Mileage, Lodging, Transportation	18,195	(1,783)		L	16,412	1.55%

Exhibit F - Overhead Cost
Exeltech Consulting Inc.
Overhead Schedule
Fiscal Year Ended December 31, 2011

Description	General Ledger	Exeltech Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
State Taxes - CA and OR	2,060				2,060	0.19%
Political Contributions	1,958	(1,958)		A	-	0.00%
Gifts/Flowers	2,335	(2,335)		E	-	0.00%
Wages, Employees-Indirect	914,038	(121,249)	(301,803)	M,U,X	490,986	46.35%
Bid & Proposal Labor			144,024	U	144,024	13.60%
Unallowable FAR	407	(407)		N	-	0.00%
Total General Overhead	<u>\$1,809,340</u>	<u>(\$247,711)</u>	<u>(\$162,763)</u>		<u>\$1,398,865</u>	<u>132.07%</u>
Total Overhead Expenses	<u>\$2,382,555</u>	<u>(\$257,661)</u>	<u>(\$190,545)</u>		<u>\$1,934,349</u>	<u>182.62%</u>
Overhead Rate (less FCC)	224.94%	200.61%			<u>182.62%</u>	
Facilities Cost of Capital		\$9,490			<u>\$9,490</u>	0.90%
					<u>\$1,943,839</u>	
Overhead Rate (includes FCC)					<u>183.52%</u>	

Exeltech, Inc. - Reviewed & Accepted 7/1/2012 AW
"Overhead Rate still subject to WSDOT Audit"

References

Exeltech, Inc. Adjustments:

- A Contributions unallowable per 48 CFR 31.205-8.
- B Interest unallowable per 48 CFR 31.205-20.
- C Local meals & Business meals unallowable per 48 CFR 31.205-14, WSDOT Accounting Manual, Chapter 10
- D Advertising cost not allowable per 48 CFR 31.205-1
- E Gifts to clients unallowable per 48 CFR 31.205-14.
- F Bad Debt unallowable per 48 CFR 31.205-3
- G Federal tax return preparation fees over \$250 unallowable per 48 CFR 31.205-41(b)(1), 48 CFR 31.201-6(d), and WSDOT Overhead Policy.(\$7,488.00) Legal fees for litigation (\$11,388.06) unallowable per 48 31.205-47(f)(5)
- H Key man insurance unallowable 48 CFR 31.205-19 (e)(2)(v)
- I Promotional expenses not allowable per 48 CFR 31.205-1
- J Summer picnic (\$1,442.56) and Seattle Mariner tickets (\$1,213.60) unallowable entertainment per 48 CFR 31.205-14
- K Common Control adjustment per 48 CFR 31.205-36(b)(3)
- L Travel Lodging rates over per diem rates not allowed (\$356) Travel cost for Promotional Marketing (1427.34)
- M Wages for promotional marketing not allowed (\$121,249.02) per 48 CFR 31.205-1
- N Alcohol unallowable per 48 CFR 31.205-51
- O Owners Life Insurance unallowable per 48 CFR 31.205-6(m)(1)
- P Fines and Penalties unallowable per 48 CFR 31.205-15(a)

Exhibit F - Overhead Cost
Exeltech Consulting Inc.

Overhead Schedule

Fiscal Year Ended December 31, 2011

Description	General Ledger	Exeltech Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
WSDOT Adjustments:						
Q Bank Interest and Fees unallowable per 48 CFR 31.205-20 and 31.205-15.						
R Income Tax Preparation fee unallowable in full per 48 CFR 31.205-41(b) and 31.201-6(d). (S Corporation)						
S Parking Allowance in amount of \$600 paid to only one employee unallowable per 48 CFR 31.201-4 and 31.205-6(m).						
T Personal use of company vehicle unallowable per 48 CFR 31.205-6(m)(2). Amount provided by firm (\$1,034.50)						
U Reclassified Bid & Proposal Labor from Indirect Labor to include it as its own line item per 48 CFR 31.205-18, CAS 420 and 2010 AASHTO Audit Guide Ch. 6.3.						
V Bonus payments not performance based unallowable per 48 CFR 31.205-6 and 2010 AASHTO Guide, Section 7.12 C						
W Adjustment for fringe benefit directly associated cost to unallowable promotional marketing labor (advertising and public relations labor) unallowable per 48 CFR 31.201-6 and 31.201-6. See worksheet for adjustment calculation.						
X Removed \$157,778.60 to bring indirect labor to a reasonable amount per 48 CFR 31.201-3 and 2010 AASHTO Audit Guide Ch. 5.4 (F)(5). Before adjustments, the indirect labor was 86.29% of direct labor. This is very high and not in line with industry standards. This adjustment was provided by the firm. After all adjustments, total indirect labor (including bid & proposal labor) is 59.95% of direct labor.						

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

Civil Engineering On Call
City of Des Moines
Task Description: Geotechnical
Subconsultant Fee Determination
Subconsultant: Geoengineers

Start Date
End Date
Exeltech Project #

Classification	Hours	Labor Rate See Exhibit G-2			Dollars
Senior Principal	0	x	\$0.00	=	\$0.00
Principal	0	x	\$0.00	=	\$0.00
Associate	0	x	\$0.00	=	\$0.00
Senior Engineer/Scientist	0	x	\$0.00	=	\$0.00
Project Engineer/Scientist	0	x	\$0.00	=	\$0.00
Staff Engineer/Scientist 3	0	x	\$0.00	=	\$0.00
Staff Engineer/Scientist 2	0	x	\$0.00	=	\$0.00
Staff Engineer/Scientist 1	0	x	\$0.00	=	\$0.00
Lead Technician	0	x	\$0.00	=	\$0.00
CAD Design Coordinator	0	x	\$0.00	=	\$0.00
CAD Designer	0	x	\$0.00	=	\$0.00
Senior Technician	0	x	\$0.00	=	\$0.00
Technician	0	x	\$0.00	=	\$0.00
Administrator 3	0	x	\$0.00	=	\$0.00
Administrator 2	0	x	\$0.00	=	\$0.00
Administrator 1	0	x	\$0.00	=	\$0.00

Total Direct Labor Cost = \$0.00

	% Increase	% of Work	
Labor Escalation	0	0	= 0.00
Escalated Total DSC			= 0.00

Overhead (OH Cost -- including Salary Additives)
OH Rate x DSC of 213.73% x \$0.00 = 0.00

Fixed Fee (FF):
FF Rate x DSC of 30.00% x \$0.00 = 0.00

Reimbursables Itemized	Quantity	Units	@	Rate	In Scope
Per Diem		each	@		\$0.00
Mileage		each	@		\$0.00
Reproduction		each	@		\$0.00
Postage		each	@		\$0.00
Reimbursables Total					\$0.00

Grand Total \$0.00

Prepared By: _____ Date: _____

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet

Civil Engineering On Call	Start Date
City of Des Moines	
Task Description: Traffic Analysis	End Date
Subconsultant Fee Determination	Exeltech Project #
Subconsultant: Fehr & Peers	

Classification	Hours	Labor Rate		Dollars
		See Exhibit G-2		
Principal	0	x	\$0.00 =	\$0.00
Senior Associate	0	x	\$0.00 =	\$0.00
Associate	0	x	\$0.00 =	\$0.00
Sr. Engineer/Planner	0	x	\$0.00 =	\$0.00
Engineer/Planner	0	x	\$0.00 =	\$0.00
Senior Technical Support	0	x	\$0.00 =	\$0.00
Technician	0	x	\$0.00 =	\$0.00
Senior Admin Support	0	x	\$0.00 =	\$0.00
Administrative Assistant	0	x	\$0.00 =	\$0.00
Intern	0	x	\$0.00 =	\$0.00
	0	x	\$0.00 =	\$0.00

Total Hours	0	Total Direct Labor Cost =	\$0.00
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	% Increase	% of Work	
Labor Escalation	0	0	= 0.00
Escalated Total DSC			= 0.00

Overhead (OH Cost -- including Salary Additives)			
OH Rate x DSC of 177.12%	x	\$0.00 =	0.00

Fixed Fee (FF):			
FF Rate x DSC of 30.00%	x	\$0.00 =	0.00

Reimbursables	Quantity	Units	Rate	In Scope
<u>Itemized</u>				
Per Diem		each @	=	\$0.00
Mileage		each @	=	\$0.00
Reproduction		each @	=	\$0.00
Postage		each @	=	\$0.00
Reimbursables Total				\$0.00
Grand Total				\$0.00

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet

Civil Engineering On Call	Start Date
City of Des Moines	
Task Description: Right of Way Acquisition	End Date
Subconsultant Fee Determination	Exeltech Project #
Subconsultant: UFS	

Classification	Hours	Labor Rate See Exhibit G-2			Dollars
Quality Assurance Coordinato	0	x	\$0.00	=	\$0.00
Project Manager	0	x	\$0.00	=	\$0.00
Senior Acquisition / Relocation	0	x	\$0.00	=	\$0.00
Acquisition / Relocation Speci	0	x	\$0.00	=	\$0.00
Project Coordinator	0	x	\$0.00	=	\$0.00
Senior Administrative Speciali	0	x	\$0.00	=	\$0.00
Administrative Specialist	0	x	\$0.00	=	\$0.00
Total Hours	0	Total Direct Labor Cost			\$0.00

	% Increase	% of Work		
Labor Escalation	0	0	=	0.00
Escalated Total DSC			=	0.00

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC of <u>67.64%</u>	x	<u>\$0.00</u>	=	0.00
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Fixed Fee (FF):

FF Rate x DSC of <u>30.00%</u>	x	<u>\$0.00</u>	=	0.00
--------------------------------	---	---------------	---	------

Reimbursables	Quantity	Units	Rate	In Scope
<u>Itemized</u>				
Per Diem		each @	=	\$0.00
Mileage		each @	=	\$0.00
Reproduction		each @	=	\$0.00
Postage		each @	=	\$0.00
Reimbursables Total				\$0.00

Grand Total \$0.00

Prepared By: _____ Date: _____

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet

Civil Engineering On Call

Start Date

City of Des Moines

Task Description: Materials Testing

End Date

Subconsultant Fee Determination

Exeltech Project #

Subconsultant: Mayes Testing

Classification

	Hours		Labor Rate		Dollars
			See Exhibit G-2		
PRINCIPAL	0	x	\$0.00	=	\$0.00
PROJECT MANAGER	0	x	\$0.00	=	\$0.00
INSPECTOR I	0	x	\$0.00	=	\$0.00
INSPECTOR II	0	x	\$0.00	=	\$0.00
Total Hours	0				

Total Direct Labor Cost = \$0.00

	% Increase	% of Work		
Labor Escalation	0	0	=	0.00
Escalated Total DSC			=	0.00

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC of 162.70% x \$0.00 = **0.00**

Fixed Fee (FF):

FF Rate x DSC of 30.00% x \$0.00 = **0.00**

Reimbursables

Quantity

Itemized

	Units		Rate		In Scope
Per Diem	each	@		=	\$0.00
Mileage	each	@		=	\$0.00
Reproduction	each	@		=	\$0.00
Postage	each	@		=	\$0.00
Reimbursables Total					\$0.00

Grand Total

\$0.00

Prepared By: _____

Date: _____

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet

Civil Engineering On Call
City of Des Moines
Task Description: Survey
Subconsultant Fee Determination
Subconsultant: PACE

Start Date

End Date

Exeltech Project #

Classification	Hours	Labor Rate		Dollars	
		See Exhibit G-2			
Sr. Principal Surveyor	0	x	\$0.00	=	\$0.00
Principal Surveyor	0	x	\$0.00	=	\$0.00
Sr. Project Surveyor	0	x	\$0.00	=	\$0.00
Project Surveyor	0	x	\$0.00	=	\$0.00
Sr. Party Chief	0	x	\$0.00	=	\$0.00
Survey Technician II	0	x	\$0.00	=	\$0.00
Survey Technician I	0	x	\$0.00	=	\$0.00
Party Chief	0	x	\$0.00	=	\$0.00
Instrument Person	0	x	\$0.00	=	\$0.00
GIS Analyst II	0	x	\$0.00	=	\$0.00
GIS Analyst I	0	x	\$0.00	=	\$0.00
CADD Drafter III	0	x	\$0.00	=	\$0.00
CADD Drafter II	0	x	\$0.00	=	\$0.00
CAD Drafter I	0	x	\$0.00	=	\$0.00
Administrators	0	x	\$0.00	=	\$0.00
Clerical	0	x	\$0.00	=	\$0.00
	0	x	\$0.00	=	\$0.00
Total Hours	0	Total Direct Labor Cost		=	\$0.00

	% Increase	% of Work		
Labor Escalation	0	0	=	0.00
Escalated Total DSC			=	0.00

Overhead (OH Cost -- including Salary Additives)
OH Rate x DSC of 178.35% x \$0.00 = **0.00**

Fixed Fee (FF):
FF Rate x DSC of 30.00% x \$0.00 = **0.00**

Reimbursables	Quantity	Units	Rate	In Scope
<u>Itemized</u>				
Per Diem		each @	\$0.000	= \$0.00
Mileage		each @	\$0.00	= \$0.00
Reproduction		each @	\$0.00	= \$0.00
Postage		each @	\$0.00	= \$0.00
				<u>\$0.00</u>

Grand Total **\$0.00**
Prepared By: _____ Date: _____

Exhibit G-2

GeoEngineers

Consultant Fee Determination - Summary Sheet

Cost Plus Fixed Fee

2014-2015 On-Call Civil Engineering Services

BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES

For Period January 1, 2014 through December 31, 2015

Overhead 213.73%

Profit (DL) 30%

JOB CLASSIFICATION	DIRECT LABOR (DL)		OVERHEAD %OH x DL		PROFIT %PROFIT x DL		ALL INCLUSIVE HOURLY RATE	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Senior Principal	\$ 72.60	\$ 93.75	\$ 155.17	\$ 200.37	\$ 21.78	\$ 28.13	\$ 249.00	\$ 323.00
Principal	\$ 61.21	\$ 77.65	\$ 130.82	\$ 165.96	\$ 18.36	\$ 23.30	\$ 210.00	\$ 267.00
Associate	\$ 52.89	\$ 65.13	\$ 113.04	\$ 139.20	\$ 15.87	\$ 19.54	\$ 181.00	\$ 224.00
Senior Engineer/Scientist	\$ 35.92	\$ 58.06	\$ 76.77	\$ 124.09	\$ 10.78	\$ 17.42	\$ 123.00	\$ 200.00
Project Engineer/Scientist	\$ 30.77	\$ 42.31	\$ 65.76	\$ 90.43	\$ 9.23	\$ 12.69	\$ 105.00	\$ 146.00
Staff Engineer/Scientist 3	\$ 24.62	\$ 39.14	\$ 52.62	\$ 83.65	\$ 7.39	\$ 11.74	\$ 84.00	\$ 135.00
Staff Engineer/Scientist 2	\$ 25.00	\$ 31.56	\$ 53.43	\$ 67.45	\$ 7.50	\$ 9.47	\$ 85.00	\$ 109.00
Staff Engineer/Scientist 1	\$ 20.68	\$ 28.28	\$ 44.20	\$ 60.44	\$ 6.20	\$ 8.48	\$ 71.00	\$ 98.00
Lead Technician	\$ 22.79	\$ 27.02	\$ 48.71	\$ 57.75	\$ 6.84	\$ 8.11	\$ 78.00	\$ 93.00
CAD Design Coordinator	\$ 30.68	\$ 40.40	\$ 65.57	\$ 86.35	\$ 9.20	\$ 12.12	\$ 105.00	\$ 139.00
CAD Designer	\$ 20.44	\$ 32.11	\$ 43.69	\$ 68.63	\$ 6.13	\$ 9.63	\$ 70.00	\$ 111.00
Senior Technician	\$ 20.44	\$ 27.02	\$ 43.69	\$ 57.75	\$ 6.13	\$ 8.11	\$ 70.00	\$ 93.00
Technician	\$ 12.00	\$ 19.25	\$ 25.65	\$ 41.14	\$ 3.60	\$ 5.78	\$ 41.00	\$ 67.00
Administrator 3	\$ 21.16	\$ 44.63	\$ 45.23	\$ 95.39	\$ 6.35	\$ 13.39	\$ 72.00	\$ 154.00
Administrator 2	\$ 14.04	\$ 33.78	\$ 30.01	\$ 72.20	\$ 4.21	\$ 10.13	\$ 48.00	\$ 117.00
Administrator 1	\$ 14.00	\$ 20.02	\$ 29.92	\$ 42.79	\$ 4.20	\$ 6.01	\$ 48.00	\$ 69.00

Notes:

Agency shall be invoiced based on the actual rate of pay paid to the specific employee performing the work/tasks, but not to exceed the maximum Billing Rate for the employee's classification.

DIRECT NONLABOR RATES

Outside services will be billed at cost.

Exhibit G-2

Peers

Fehr & Peers

ation - Summary Sheet

Consultant Fee Determination - Summary Sheet

Fixed Fee

Cost Plus Fixed Fee

Engineering Services

2014-2015 On-Call Civil Engineering Services

DIRECT NONLABOR RATES

BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES

For Period January 1, 2014 through December 31, 2015

For Period January 1, 2014 through December 31, 2015

Overhead 177.12%

Profit (DL) 30%

JOB CLASSIFICATION	DIRECT LABOR (DL)		OVERHEAD %OH x DL		PROFIT %PROFIT x DL		ALL INCLUSIVE HOURLY RATE	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Principal	\$ 60.10	\$ 105.77	\$ 106.45	\$ 187.34	\$ 18.03	\$ 31.73	\$ 184.00	\$ 325.00
Senior Associate	\$ 41.35	\$ 67.31	\$ 73.24	\$ 119.22	\$ 12.41	\$ 20.19	\$ 127.00	\$ 207.00
Associate	\$ 37.98	\$ 75.00	\$ 67.27	\$ 132.84	\$ 11.39	\$ 22.50	\$ 116.00	\$ 231.00
Sr. Engineer/Planner	\$ 32.21	\$ 50.00	\$ 57.05	\$ 88.56	\$ 9.66	\$ 15.00	\$ 98.00	\$ 154.00
Engineer/Planner	\$ 25.24	\$ 35.10	\$ 44.71	\$ 62.17	\$ 7.57	\$ 10.53	\$ 77.00	\$ 108.00
Senior Technical Support	\$ 30.53	\$ 44.47	\$ 54.07	\$ 78.77	\$ 9.16	\$ 13.34	\$ 93.00	\$ 137.00
Technician	\$ 19.23	\$ 32.69	\$ 34.06	\$ 57.90	\$ 5.77	\$ 9.81	\$ 59.00	\$ 101.00
Senior Admin Support	\$ 27.88	\$ 35.10	\$ 49.38	\$ 62.17	\$ 8.36	\$ 10.53	\$ 85.00	\$ 108.00
Administrative Assistant	\$ 21.00	\$ 32.10	\$ 37.20	\$ 56.86	\$ 6.30	\$ 9.63	\$ 64.00	\$ 99.00
Intern	\$ 17.00	\$ 22.50	\$ 30.11	\$ 39.85	\$ 5.10	\$ 6.75	\$ 52.00	\$ 70.00
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

Agency shall be invoiced based on the actual rate of pay paid to the specific employee performing the work/tasks, but not to exceed the maximum Billing Rate for the employee's classification.

DIRECT NONLABOR RATES

Outside services will be billed at cost.

Exhibit G-2

Field Services	Universal Field Services
Location - Summary Sheet	Consultant Fee Determination - Summary Sheet
Fixed Fee	Cost Plus Fixed Fee
Engineering Services	2014-2015 On-Call Civil Engineering Services
LABOR AND OVERHEAD RATES	BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
For Period January 1, 2014 through December 31, 2015	

Overhead 67.64%

Profit (DL) 30%

JOB CLASSIFICATION	DIRECT LABOR (DL)		OVERHEAD %OH x DL		PROFIT %PROFIT x DL		ALL INCLUSIVE HOURLY RATE	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Quality Assurance Coordinator	\$ 46.00	\$ 54.00	\$ 31.11	\$ 36.53	\$ 13.80	\$ 16.20	\$ 90.00	\$ 107.00
Project Manager	\$ 40.00	\$ 48.00	\$ 27.06	\$ 32.47	\$ 12.00	\$ 14.40	\$ 79.00	\$ 95.00
Senior Acquisition / Relocation Specialist	\$ 34.00	\$ 40.00	\$ 23.00	\$ 27.06	\$ 10.20	\$ 12.00	\$ 67.00	\$ 80.00
Acquisition / Relocation Specialist	\$ 30.00	\$ 36.00	\$ 20.29	\$ 24.35	\$ 9.00	\$ 10.80	\$ 59.00	\$ 72.00
Project Coordinator	\$ 28.00	\$ 31.00	\$ 18.94	\$ 20.97	\$ 8.40	\$ 9.30	\$ 55.00	\$ 62.00
Senior Administrative Specialist	\$ 28.00	\$ 31.00	\$ 18.94	\$ 20.97	\$ 8.40	\$ 9.30	\$ 55.00	\$ 62.00
Administrative Specialist	\$ 23.00	\$ 28.00	\$ 15.56	\$ 18.94	\$ 6.90	\$ 8.40	\$ 45.00	\$ 56.00

Notes:

Agency shall be invoiced based on the actual rate of pay paid to the specific employee performing the work/tasks, but not to exceed the maximum Billing Rate for the employee's classification.

DIRECT NONLABOR RATES

Outside services will be billed at cost with no markup including: Appraisal, Appraisal Review, Timber Cruiser, Sign Estimator, etc.

Reimbursable direct expenses, at cost with no markup include: mileage, parking, professional copying, ferry fees, etc.

Mileage to be reimbursed at the current rate of \$0.565/mile or the approved IRS rate at the time mileage is incurred.

Exhibit G-2

Mayes Testing Engineers Inc.
 Consultant Fee Determination - Summary Sheet
 Cost Plus Fixed Fee
 2012-2013 On-Call Civil Engineering Services
 BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
 For Period January 1, 2014 through December 31, 2014

Mayes Testing Engineers Inc.
Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee
2012-2013 On-Call Civil Engineering Services
BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
For Period January 1, 2014 through December 31, 2014

Overhead 162.70%

Profit (DL) 30%

JOB CLASSIFICATION	DIRECT LABOR (DL)		OVERHEAD %OH x DL		PROFIT %PROFIT x DL		ALL INCLUSIVE HOURLY RATE	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
PRINCIPAL	\$ 53.50	\$ 69.25	\$ 87.04	\$ 112.67	\$ 16.05	\$ 20.78	\$ 156.00	\$ 203.00
PROJECT MANAGER	\$ 30.00	\$ 35.75	\$ 48.81	\$ 58.17	\$ 9.00	\$ 10.73	\$ 87.00	\$ 105.00
INSPECTOR I	\$ 26.50	\$ 35.75	\$ 43.12	\$ 58.17	\$ 7.95	\$ 10.73	\$ 77.00	\$ 105.00
INSPECTOR II	\$ 15.00	\$ 35.75	\$ 24.41	\$ 58.17	\$ 4.50	\$ 10.73	\$ 43.00	\$ 105.00
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

Agency shall be invoiced based on the actual rate of pay paid to the specific employee performing the work/tasks, but not to exceed the maximum Billing Rate for the employee's classification.

DIRECT NONLABOR RATES

Outside services will be billed at cost.

PACE Engineers
2013 Labor Rates & Categories
Exeltech - City of Des Moines On-Call

Employee Classification	Direct Labor Rates		Overhead 178.35% X DSC		Fee/Profit 30.0% X DSC		All Inclusive Hourly Billing Rate	
	Low Hourly	NTE Hourly	Low Hourly	NTE Hourly	Low Hourly	NTE Hourly	Low Hourly	NTE Hourly
Sr. Principal Surveyor	\$ 47.36	\$ 49.76	\$ 84.47	\$ 88.75	\$ 14.21	\$ 14.93	\$ 146.04	\$ 153.44
Principal Surveyor	\$ 44.23	\$ 45.00	\$ 78.88	\$ 80.26	\$ 13.27	\$ 13.50	\$ 136.38	\$ 138.76
Sr. Project Surveyor	\$ 39.81	\$ 42.00	\$ 71.00	\$ 74.91	\$ 11.94	\$ 12.60	\$ 122.75	\$ 129.51
Project Surveyor	\$ 33.48	\$ 34.90	\$ 59.71	\$ 62.24	\$ 10.04	\$ 10.47	\$ 103.23	\$ 107.61
Sr. Party Chief	\$ 31.37	\$ 35.00	\$ 55.95	\$ 62.42	\$ 9.41	\$ 10.50	\$ 96.73	\$ 107.92
Survey Technician II	\$ 32.93	\$ 35.00	\$ 58.73	\$ 62.42	\$ 9.88	\$ 10.50	\$ 101.54	\$ 107.92
Suvery Technician I	\$ 29.23	\$ 35.00	\$ 52.13	\$ 62.42	\$ 8.77	\$ 10.50	\$ 90.13	\$ 107.92
Party Chief	\$ 25.00	\$ 31.37	\$ 44.59	\$ 55.95	\$ 7.50	\$ 9.41	\$ 77.09	\$ 96.73
Instrument Person	\$ 25.00	\$ 31.37	\$ 44.59	\$ 55.95	\$ 7.50	\$ 9.41	\$ 77.09	\$ 96.73
GIS Analyst II	\$ 30.58	\$ 35.00	\$ 54.54	\$ 62.42	\$ 9.17	\$ 10.50	\$ 94.29	\$ 107.92
GIS Analyst I	\$ 23.08	\$ 28.00	\$ 41.16	\$ 49.94	\$ 6.92	\$ 8.40	\$ 71.16	\$ 86.34
CAD Drafter III	\$ 29.00	\$ 32.25	\$ 51.72	\$ 57.52	\$ 8.70	\$ 9.68	\$ 89.42	\$ 99.45
CAD Drafter II	\$ 26.39	\$ 29.00	\$ 47.07	\$ 51.72	\$ 7.92	\$ 8.70	\$ 81.38	\$ 89.42
CAD Drafter I	\$ 25.00	\$ 26.39	\$ 44.59	\$ 47.07	\$ 7.50	\$ 7.92	\$ 77.09	\$ 81.38
Administrators	\$ 25.38	\$ 29.09	\$ 45.27	\$ 51.88	\$ 7.61	\$ 8.73	\$ 78.26	\$ 89.70
Clerical	\$ 18.27	\$ 20.19	\$ 32.58	\$ 36.01	\$ 5.48	\$ 6.06	\$ 56.33	\$ 62.26

Invoiced costs may be less than the Low hourly rate shown per job classification, but may not exceed the NTE rate.

Billing Multiplier = $1.0 \times \text{direct salary cost} + 1.7835 \times \text{direct salary cost} + 0.3 \times \text{direct salary cost} = 3.0835 \times \text{direct salary cost}$

No multiplier shall be applied to direct expenses.

Travel expenses shall be invoiced in accordance with the current WSDOT Travel Directive.

Exhibit G-3



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

September 19, 2013

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

Michael C. McGranahan, Corporate Financial Manager
GeoEngineers, Inc.
8410 154th Ave NE
Redmond, WA 98052-3800

Re: GeoEngineers, Inc. Indirect Cost Rate Schedule
Fiscal Year End December 31, 2012

Dear Mr. McGranahan:

We are accepting the Indirect Cost Rate for FYE December 31, 2012, as prepared by GeoEngineers, Inc.

Based on our risk assessment for this firm, we are issuing this letter of review establishing GeoEngineers, Inc. Indirect Cost Rate for the fiscal year ending December 31, 2012, at 213.73% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

If you, or any representatives of GeoEngineers, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Exhibit G-3

Certification of Final Indirect Costs

Firm Name: GeoEngineers, Inc.

Indirect Cost Rate Proposal: 213.73%

Date of Proposal Preparation (mm/dd/yyyy): 09/18/2013

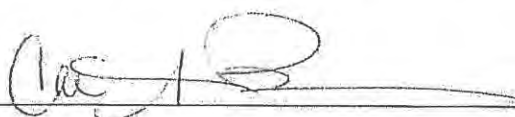
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012 to 12/31/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Carrie Rorem

Title: CFO

Date of Certification (mm/dd/yyyy): 09/18/2013

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

Exhibit G-3

GeoEngineers, INC. Indirect Cost Rate Schedule For year end December 31, 2012

Key	Total I/S Costs	Adjustments To Reported	Reference For Adjustments	Allowable Costs	% of Direct Labor	FAR Reference
Direct Labor	\$ 11,253,896	\$ 13,541	V	\$ 11,267,437	100%	22.101
Indirect Cost						
Fringe Benefits						
1 Payroll Taxes	\$ 1,857,611	\$ (144,572)	A	\$ 1,713,039	15.20%	31.205-6, 41
2 Group Insurance	2,211,088	0		2,211,088	19.62%	31.205-6
3 Worker's Compensation	128,740	0		128,740	1.14%	31.205-6
4 Vacation, Holiday and Sick Pay	2,608,466	0		2,608,466	23.15%	31.205-6
5 Profit Sharing and 401(k) Contributions	701,611	0		701,611	6.23%	31.205-6
6 Bonuses and Severance	2,313,549	(797,069)	B	1,516,479	13.46%	31.205-6
Total Fringe Benefits	\$ 9,821,064	\$ (941,641)		\$ 8,879,423	78.81%	
General Overhead						
7 Non-Billable Labor	\$ 4,436,480			\$ 4,436,479.6	39.37%	31.205-6, 44
8 Bid & Proposal Labor	954,143			954,143	8.47%	31.205-18
9 Direct Selling Labor	2,382,089	\$ (335,178)	C	2,046,890	18.17%	31.205-1, 38
10 Office Rent & Maintenance	2,404,096	(157,564)	D	2,246,532	19.94%	31.205-36
11 Telecommunications	425,725	(739)	E	424,986	3.77%	31.201-1, 2, 3
12 Bus. Taxes & Other than Federal	647,193	(6,761)	F	640,433	5.68%	31.205-41
13 Stationery and Supplies	257,406	(2,455)	G	254,952	2.26%	31.205-13, 43
14 Administrative Travel	553,291	(180,606)	H	372,684	3.31%	31.205-46
15 Professional Dues, Meetings & Proposals	415,493	(88,597)	I	326,896	2.90%	31.205-18, 43, 46
16 Depreciation	432,322	(13,484)	J	418,838	3.72%	31.205-11
17 Equipment Rental & Maintenance	293,507			293,507	2.60%	31.205-36
18 Bad Debt	106,608	(106,608)	K		0.00%	31.205-3
19 Professional Consultants	637,465	(75,335)	L	562,130	4.99%	31.205-33
20 Business Development/Marketing and Proposals	370,250	(271,218)	M	99,033	0.88%	31.205-14, 18, 38, 46
21 Field and Laboratory Supplies	154,468	21,167	N	175,635	1.56%	31.205-13, 26
22 Insurance	1,571,311	(868,528)	O	702,782	6.24%	31.205-19
23 Computer Maintenance and Software	975,850			975,850	8.66%	31.201-1, 2, 3
24 Recruiting and Relocation	392,975	(158,005)	P	234,969	2.09%	31.205-34
25 Amortization of Goodwill	24,789	(24,789)	Q		0.00%	31.205-49
26 Contributions	36,387	(36,387)	R		0.00%	31.205-8
27 Fines/Penalties/Unallowable	5,951	(5,951)	S		0.00%	31.205-15
28 Computer Technology Offset	(1,288,442)	1,288,442	T		0.00%	31.205-26
Total General Overhead	\$ 16,189,338	\$ (1,022,596)		\$ 15,166,741	134.61%	
Total Indirect Costs	\$ 26,010,402	\$ (1,964,238)		\$ 24,046,164	213.41%	
29 Facilities Capital Cost of Money		\$ 35,706	U	\$ 35,706	0.32%	31.205-10(a)
Indirect Cost Rate (Includes FCC)				\$ 24,081,870	213.73%	

GeoEngineers - Accepted 09/19/13 MJP
"Overhead Rate still subject to WSDOT Audit"

References

GeoEngineers Adjustments:

- A Fringe benefits associated with labor deemed unallowable per 48 CFR 31.201-6(e)(2), in the amount of \$144,572.
- B Unallowable bonuses per 48 CFR 31.205-6(f), in the amount of \$753,566.
- C Unallowable marketing activities per 48 CFR 31.205-1, 14, 38 and 41, in the amount of \$335,178.
- D Idle facilities unallowable per 48 CFR 31.205-17, in the amount of \$149,809; Direct project costs unallowable per 48 CFR 31.202(a), in the amount of \$3,554.
- E Idle facilities unallowable per 48 CFR 31.205-17, in the amount of \$739.
- F Expenses associated with collection unallowable per 48 CFR 31.205-33, in the amount of \$6,761.
- G Costs not applicable to 2012 per 48 CFR 31.204(a), in the amount of \$2,455.
- H Vehicle costs unallowable per 48 CFR 31.201-2(d), in the amount of \$160,188; Direct project costs unallowable per 48 CFR 31.202(a), in the amount of \$2,504; Excess per diem unallowable per 48 CFR 31.205-46, in the amount of \$4,744; Marketing costs unallowable per 48 CFR 31.205-1, 14, 38 and 41, in the amount of \$6,267; Memberships in Civic Organizations unallowable per 48 CFR 31.205-1(f)(7), in the amount of \$1,209; Cost is not reasonable per 48 CFR 31.201-2(a)(1), in the amount of \$5,106; Trade show expenses unallowable per 48 CFR 31.205-1(f)(2), in the amount of \$536;
- I Dues to social clubs unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; Lobbying unallowable per 48 CFR 31.205-22, in the amount of \$10,346; Memberships in civic and community organizations unallowable and Marketing costs unallowable per 48 CFR 31.205-1(f)(7) and 48 CFR 31.205-1, 14, 38, 41, in the amount of \$78,251.
- J Depreciation related to idle facilities unallowable per 48 CFR 31.205-17, in the amount of \$8,715; Depreciation on vehicles unallowable per 48 CFR 31.201-2(d), in the amount of \$4,769.
- K Bad debts unallowable per 48 CFR 31.205-3, in the amount of \$106,608.
- L Legal costs incurred with lawsuit defense unallowable per 48 CFR 31.205-47 (f) (5)(A), in the amount of \$25,000; Direct project costs unallowable per 48 CFR 31.202(a), in the amount of \$5,037; Acquisition and Organization costs unallowable per 48 CFR 31.205-27(a),

Exhibit G-3

GeoEngineers, INC.
Indirect Cost Rate Schedule
For year end December 31, 2012

- in the amount of \$30,776; Expenses associated with collection unallowable per 48 CFR 31.205-33, in the amount of \$5,929; Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38, in the amount of \$8,594.
- M Vehicle allowance unallowable per 48 CFR 31.205-6(m)(2), in the amount of \$24,684; Entertainment unallowable per 48 CFR 31.205-14, in the amount of \$48,268; Trade show expenses unallowable per 48 CFR 31.205-1(f)(2), in the amount of \$9,776; Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38, in the amount of \$173,698; Advertising unallowable per 48 CFR 31.205-38(b)(1), in the amount of \$14,792.
- N Allowable field equipment costs per 48 CFR 31.203(d), in the amount of \$21,167
- O Unallowable key person life insurance per 48 CFR 31.205-19(e)(2)(v), in the amount of \$33,609.
- P Local meals unallowable per CFR 31.205-14, in the amount of \$126,297; Imprinted Clothing unallowable per 48 CFR 31.205-1(d), in the amount of \$11,757; Contributions unallowable per 48 CFR 31.205-8, in the amount of \$10,939; Alcoholic beverages unallowable per 48 CFR 31.205.51, in the amount of \$1,066; Memberships in dining organizations unallowable per 48 CFR 31.205.14, in the amount of \$3,900; Marketing costs unallowable per 48 CFR 31.205-1, 14, 38 and 41, in the amount of \$2,807
- Q Goodwill and intangible asset amortization unallowable per 48 CFR 31.205-11,205-49, in the amount of 24,789.
- R Contributions unallowable per 48 CFR 31.205-8, in the amount of \$36,387.
- S Penalties unallowable per CFR 31.205-15(a), in the amount of \$5,951.
- T Allowable computer technology costs per 48 CFR 31.203(d), in the amount of \$1,288,442.
- U Costs of money adjustment per 48 CFR 31.205-10(a), in the amount of \$35,706.
- V Uplift Pay directly associated with Projects 48 CFR 31.202

Exhibit G-3



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

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

July 17, 2013

Marion Donnelly, CFO
Fehr & Peers
100 Pringles Ave, Suite 600
Walnut Creek, CA 94596-7125

Re: Fehr & Peers, Indirect Cost Rate Schedule
Fiscal Year End December 31, 2102

Dear Ms. Donnelly:

We have completed a desk review of your Indirect Cost Rate schedule for the above referenced fiscal year. Our review included the documentation provided by Fehr & Peers.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Fehr & Peers accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Fehr & Peers Indirect Cost Rate for the fiscal year ending December 31, 2102, at 177.12% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

If you, or any representatives of Fehr & Peers, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Exhibit G-3
Fehr & Peers
Indirect Cost Rate Schedule
For the Year Ended December 31, 2012

Description	Financial Statement Amount	F & P Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$8,636,061</u>	\$41,819	(\$64,250)	J,K,Q,Y	<u>\$8,613,630</u>	100.00%
Indirect Cost						
Fringe Benefits:						
P/R Tax Exp/FICA/FUCA/SUI	\$1,318,370				\$1,318,370	15.31%
INS: Principals' Med/Life/Disb.	416,184	(\$416,184)		A	0	0.00%
INS: Principals' Keyman	19,851	(19,851)		B	0	0.00%
INS: MED/LIFE/DISB	1,171,053	(7,050)		V	1,164,003	13.51%
Vacation/Holiday/Sick	1,969,904	(135,431)		P	1,834,473	21.30%
Employee Bonus	385,125				385,125	4.47%
Principal Bonus	219,066				219,066	2.54%
Unallowable Fringe Benefits		(87,751)		X	(87,751)	-1.02%
Total Fringe Benefits	<u>\$5,499,553</u>	<u>(\$666,268)</u>	<u>\$0</u>		<u>\$4,833,285</u>	<u>56.11%</u>
General Overhead:						
Labor - General Marketing	\$586,708	(\$586,708)		L	(\$0)	0.00%
Labor - Bids & Proposals	1,957,326	(2,203)	\$2,203	J, Z	1,957,326	22.72%
Labor - Direct Selling	95,480	(43)	43	J, Z	95,480	1.11%
Labor - Other	3,233,836	(37,085)	23,834	J,M,R,Z	3,220,585	37.39%
Payroll variance			(4,336)	a	(4,336)	-0.05%
Advertising/Promotion	9,144	(8,719)		C	424	0.00%
Printing/Material/Courier	15,088	(8,382)		C	6,705	0.08%
Client Relations/Luncheons	61,715	(36,398)	(1,058)	D, b	24,258	0.28%
Other Client Development	43,215	(33,459)		D	9,756	0.11%
Travel/Subsistence - Marketing	218,721	(57,198)	(3,458)	C, c	158,065	1.84%
Profit Sharing Plan Funding/401K	351,378				351,378	4.08%
Office Relocation	79,881				79,881	0.93%
Admin/Meetings	70,344		(2,415)	d	67,929	0.79%
Travel/Subsistence	173,471	(139)	(1,844)	C, e	171,488	1.99%
Computer Expense	460,559				460,559	5.35%
Conferences/Prof. Meetings	87,468	(1,508)		C	85,960	1.00%
Contributions	5,775	(5,775)		E	0	0.00%
Dues/Subscriptions	70,811	(5,649)		V	65,162	0.76%
Education/Training	125,834				125,834	1.46%
Employee Relations	134,544	(100,908)		D, F	33,636	0.39%
Employee Recruiting	47,169	(6,000)		T	41,169	0.48%
Moving Expenses	229,316	(183,099)		T,U	46,217	0.54%
Equipment < \$1000	41,954				41,954	0.49%
Office Supplies	160,521	(51,767)		W	108,754	1.26%
Stationery	13,197				13,197	0.15%
Reference Library	8,053				8,053	0.09%
Professional Fees	48,401				48,401	0.56%
Voice & Data Communications	(267,630)	(494)		C	(268,124)	-3.11%
Postage & Mailing	29,369				29,369	0.34%
Temporary Personnel	65,797				65,797	0.76%
Bank Charges	4,772				4,772	0.06%
Insurance/General Liability	25,982				25,982	0.30%
Insurance/E&O	93,611				93,611	1.09%
Insurance/Workers' Comp	94,837				94,837	1.10%

Exhibit G-3 Fehr & Peers

Indirect Cost Rate Schedule For the Year Ended December 31, 2012

Description	Financial Statement Amount	F & P Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Legal & Accounting	121,018				121,018	1.40%
Profit Sharing Admin./401K	7,712				7,712	0.09%
Rent	2,248,853				2,248,853	26.11%
Equip.Rental/Maintenance	618,665				618,665	7.18%
Taxes & Licenses	109,860				109,860	1.28%
Gain/Loss on Disposal of Equipment	4,358				4,358	0.05%
Depreciation	156,788	(138,099)		O	18,689	0.22%
Amortization	13,334	(13,334)		G	0	0.00%
Interest Expense	32,103	(32,103)		H	0	0.00%
NonDeductible Expense	189	(189)		I	0	0.00%
State Income Tax	29,985				29,985	0.35%
Total General Overhead	\$11,719,509	(\$1,309,259)	\$12,969		\$10,423,219	121.01%
Total Indirect Costs	\$17,219,061	(\$1,975,527)	\$12,969		\$15,256,504	177.12%
Indirect Cost Rate	199.39%	175.66%			177.12%	

Fehr & Peers - Accepted 07/16/13 MJP
"Overhead Rate still subject to WSDOT Audit"

References

Fehr & Peers Adjustments:

Compiled In-house by Marion Donnelly

- A Insurance for owners & owners spouses unallowable per 48 CFR 31.201-4.
- B Key Person Life Insurance unallowable per 48 CFR 31.205-19(c)(2)(v).
- C Advertising unallowable per 48 CFR 31.205-1(b) & 1(f)(2)
- D Entertainment unallowable per 48 CFR 31.205-14.
- E Contributions unallowable per 48 CFR 31.205-8.
- F Gifts unallowable per 48 CFR 31.205-13(b).
- G Amortization unallowable per 48 CFR 31.205-27(a).
- H Interest unallowable per 48 CFR 31.205-20.
- I Fines and Penalties unallowable per 48 CFR 31.205-15(a).
- J Overtime Premium unallowable per 48 CFR 22.103-1, 22.103-4(g) & WSDOT O/H Policy.
- K Adjustment for Uncompensated Overtime per 48 CFR 37.115, DCAA 5-910, 5-910.2 & 6-410.
- L Marketing Labor unallowable per 48 CFR 31.205-1(f).
- M Prior year payroll expenses in the amount of \$11,324 unallowable per 48 CFR 31.203-(g)(2).
- O Section 179 Depreciation Not allowable per 48 CFR 31.205-11. Removed. Converted to Life and added.
- P Fehr & Peers uses an accrued number on their Income Statement. That number has been reversed and the actual number used.
- Q Fehr & Peers billed and accrued payroll that is not reflected until Jan 2013.
- R Payroll adjustments not reflected in general ledger accounts. Cook, Noguchi, Lisska, Herrmann, Stutsman, Wallace, Weir.
- T Sign On & Relocation bonuses unallowable per 48 CFR 31.205-6(f).
The basis for the award is not performance based.
- U Monthly rent payments for Dan Grayuski in the amount of \$32,976;
Monthly rent payments for Jeremy Klop in the amount of \$41,940.00;
Monthly rent payments for Rashid in the amount of \$13,900;
Monthly payments to Jason Pack in the amount of \$7,000,
Monthly payments to K. Cole in the amount of \$5,975.00 unallowable per 48 CFR 31.205-35.
- V Memberships for employees to Gyms, Costco & Sams Club unallowable per 48 CFP 31.205-43.
- W Foods & snacks for the office unallowable per 48 CFR 31.205-14.
- X Reduced by SS, Medicare, 401(k) contribution, PTO, and health benefits related to Unallowable labor.

Exhibit G-3
Fehr & Peers

**Indirect Cost Rate Schedule
For the Year Ended December 31, 2012**

Description	Financial Statement Amount	F & P Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
WSDOT Adjustments:						
Y F&P added \$41,819 to the direct labor base (Adjustments J, K, Q) that consisted of \$16,507 of Overtime \$22,431 of hours worked in 2013 but billed in 2012 and, \$2,879 of accrued payroll, these amounts were already in the direct labor base per the LDR that was provided by F&P, These amounts were reversed out because they were double counted . The amount the was contributed to work that was billed in 2012 but not completed until 2013 (\$22,431) should have been removed from direct labor base for not being allocable to this period expense. 48 CFR 31.201-2 This totals the adjustment of (\$64,250)						
Z Overtime Premium is an allowable expense, OH policy disallowing OT Premium is no longer in effect						
a Payroll variance is used to balance payroll to the LDR, this amount was provided on the reconciliation sheet provided by Fehr & Peer's						
b Unallowable entertainment, golf and gift cards removed (\$915), no detailed receipts (\$143) of unallowable cost, 48 CFR 31.201-2, 31.201-4,						
c Removed \$3,305 for advocacy trip to DC, no detailed receipts and meals while employee was not in a travel status (\$153) 48 CFR 31.205-46, 31.205-22, 31.201-2, 31.205-14						
d Amount over per diem rates for food and lodging, no list of attendees or agendas for meetings (\$2,415.18), 48 CFR 31.201-2, 31.205-46,31.205-14, 31.205-43						
e Alcohol and gifts unallowable (\$1,141), lodging over per diem amount, no detailed receipts or list of attendees for retreat (\$702.38) 48 CFR 31.205-51, 31.201-2, 31.205-46,31.205-14, 31.205-43						

EXHIBIT G-3

Breakdown of Subconsultants Overhead Cost Subconsultant: Universal Field Services, Inc.

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	816,328.99	100.00%
Overhead Expenses:		
FICA	93,888.32	11.50%
Unemployment	14,051.38	1.72%
Health/Accident Insurance	73,619.66	9.02%
Medical Aid & Industrial Insurance	23,428.03	2.87%
Holiday/Vacation/Sick Leave	100,832.81	12.35%
Commission/Bonus/Pension	11,031.19	1.35%
Total Fringe Benefits	316,851.39	38.81%
General Overhead:		
State B&O Taxes	202.07	0.02%
Insurance	0.00	0.00%
Administration & Time Not Assignable	104,329.62	12.78%
Printing, Stationery & Supplies	11.14	0.00%
Professional Services	1,081.10	0.13%
Travel Not Assignable	15,805.03	1.94%
Telephone & Telegraph Not Assignable	6,028.08	0.74%
Fees, Dues & Professional Meetings	10,117.82	1.24%
Utilities & Maintenance	1,795.49	0.22%
Professional Development	14,859.33	1.82%
Rent	55,845.60	6.84%
Equipment Support	8,264.76	1.01%
Office, Miscellaneous & Postage	17,013.03	2.08%
Total General Overhead	235,353.07	28.83%
Total Overhead (General + Fringe)	552,204.46	67.64%
Overhead Rate (Total Overhead / Direct Labor)		67.64%



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Transportation and
Public Facilities

OFFICE OF INTERNAL REVIEW

2200 E. 42ND Avenue
Anchorage, Alaska 99508
P.O. BOX 196900
Anchorage, Alaska 99519-6900
Main : 907-269-0715
Fax: 907-269-0733

July 17, 2013

Kyle Carlson
Controller
Mayes Testing Engineers, Inc.
20225 Cedar Valley Road, Suite 110
Lynnwood, WA 98036

Re: Pre-Award Desk Review of Mayes Testing Engineers, Inc., Audit Number 13-PA-62

Dear Mr. Carlson:

Enclosed is a copy of the recently completed Pre-Award Desk Review, Audit Number 13-PA-62 based on Mayes Testing Engineers, Inc.'s financial information for the calendar year ended December 31, 2012.

Thank you for the courtesies and cooperation you extended to our staff during this engagement.

If you have any questions, please contact Jayi Schin or me.

Sincerely,

A handwritten signature in cursive script that reads "Robert W. Janes".

Robert W. Janes, CPA
Chief of Internal Review

RWJ/tmr

Attachment

MEMORANDUM

State of Alaska

Department of Transportation & Public Facilities
Office of Internal Review

To: Kim L. Campbell
PSA Unit Supervisor
Central Region

Date: July 17, 2013

File No: 010-1361

Telephone No: 269-0715

From: Robert W. Janes, CPA *Reet*
Chief of Internal Review

Subject: Pre-Award Desk Review of
Mayes Testing Engineers, Inc.
Audit Number 13-PA-62

We have conducted a Pre-Award Desk Review of Mayes Testing Engineers, Inc.

As a result of our review, we have verified that the Company has an adequate project cost accounting system, which can identify, segregate and accumulate project specific costs. Their project accounting system has remained consistent from the prior year.

The Company has submitted a Schedule of Overhead Expenses reflecting an Indirect Cost Rate (IDCR) of 163.0%, based on their calendar year ended December 31, 2012 financial data. Internal Review's adjustments have decreased the IDCR to 162.7% (see Appendix).

The audited IDCR of 162.7%, as a percentage of direct labor dollars, can be utilized as a fixed IDCR for DOT&PF contract pricing purposes, Statewide, effective from July 1, 2013 through June 30, 2014. Effective July 1, 2014, this rate would become a provisional rate until a new Desk Review is performed.

Mayes Testing Engineers, Inc. has an acceptable methodology to recover mileage reimbursement costs and therefore may charge separately for them, as negotiated in particular contracts. All remaining in-house charges are recovered through the IDCR; therefore, no separate reimbursable rates should be negotiated for those items.

Any other direct non-salary costs (if allowed) should be reimbursed at cost; no indirect mark-up is allowable per 48 CFR, Federal Acquisition Regulations.

A schedule of the Company's actual wage rates by employee, as of April 1, 2013, has been provided to the Central Region PSA Unit Supervisor, and is available upon request by the Project Managers for use in negotiating and evaluating contracts with the Company.

We wish to thank Mayes Testing Engineers, Inc. and DOT&PF employees for their cooperation and assistance.

Should you have any questions, or require additional information, please contact us; otherwise no response on your part is necessary to this memorandum.

RWJ:JMS/tmr

Attachment

CONFIDENTIAL

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G-3
Subconsultant Overhead Cost

PACE Engineers, Inc.
Overhead Schedule
Fiscal Year Ended December 31, 2011

Description	Statement Amount	PACE Adj.	WSDOT Adj.	Ref.	Proposed	%
Direct Labor Base	\$3,508,900.56	(\$73,211.02)		M	\$3,435,689.54	
Direct Contract Labor	\$51,230.00				\$51,230.00	
	<u>\$3,560,130.56</u>				<u>\$3,486,919.54</u>	
Fringe Benefits						
Payroll Taxes	\$681,708.61	(\$18,652.34)		O	\$663,056.27	19.02%
PTO	426,659.21				\$426,659.21	12.24%
Other PA	4,300.62				\$4,300.62	0.12%
Holiday Pay	116,908.24				\$116,908.24	3.35%
Employee Group Insurance	539,176.82				\$539,176.82	15.46%
401(k) Plan Employer Contribution	155,035.43				\$155,035.43	4.45%
Employee Benefits	40,081.31	(36,581.31)		E	\$3,500.00	0.10%
Total Fringe Benefits	<u>\$1,963,870.24</u>	<u>(\$55,233.65)</u>			<u>\$1,908,636.59</u>	<u>54.74%</u>
General Overhead						
Indirect Salaries - GO	\$512,479.70	(\$3,824.77)		M	\$508,654.93	14.59%
Indirect Salaries - Marketing	\$881,095.52	(\$54,347.06)		O	\$826,748.46	23.71%
Indirect Salaries - Admin	\$702,841.43				\$702,841.43	20.16%
Bonus & Incentive Pay	158,150.00				\$158,150.00	4.54%
Auto Allowance	7,200.00	(7,200.00)		A	\$0.00	0.00%
Other Taxes	11,727.27				\$11,727.27	0.34%
Excise Taxes	195,013.45				\$195,013.45	5.59%
Personal Property Tax	20,344.64				\$20,344.64	0.58%
Keyman's Life Insurance	7,030.00	(7,030.00)		B	\$0.00	0.00%
Admin Fees - Cafeteria Plan	1,973.60				\$1,973.60	0.06%
Legal & Accounting Fees	65,557.72	(59,057.72)		C	\$6,500.00	0.19%
Other Professional Services	22,981.00				\$22,981.00	0.66%
Indirect Contract Labor	900.00				\$900.00	0.03%
Interest & Bank Fees	10,308.48	(7,380.40)		D	\$2,928.08	0.08%
Rent, Utilities & Maintenance	914,163.51				\$914,163.51	26.22%
Office Supplies	46,292.61				\$46,292.61	1.33%
Office Relocation Expenses	14,631.94				\$14,631.94	0.42%
Computer Expense	139,106.33				\$139,106.33	3.99%
Equipment Maintenance	38,301.93				\$38,301.93	1.10%
Telephone Expense	75,712.27				\$75,712.27	2.17%
Auto Expense	71,532.44	(30,487.26)		F,P	\$41,045.18	1.18%
Security Service	5,862.66				\$5,862.66	0.17%
Professional Activities	13,622.63	(148.00)		H	\$13,474.63	0.39%
Professional Licenses	3,167.00				\$3,167.00	0.09%
Employee Education	6,851.00				\$6,851.00	0.20%
Employee Recruiting	20,467.65	(3,750.00)		Q	\$16,717.65	0.48%
Dues & Subscriptions	31,294.02	(4,593.41)		G	\$26,700.61	0.77%
Admin Travel Expenses	42,713.02	(3,716.23)		H	\$38,996.79	1.12%
Postage & Freight	11,123.10				\$11,123.10	0.32%
Business Development	104,907.89	(104,907.89)		H,I	\$0.00	0.00%
Meals & Entertainment	40,801.68	(34,400.22)		H,I	\$6,401.46	0.18%

Exhibit G-3
Subconsultant Overhead Cost

PACE Engineers, Inc.
Overhead Schedule
Fiscal Year Ended December 31, 2011

Description	Statement Amount	PACE Adj.	WSDOT Adj.	Ref.	Proposed	%
Business Insurance	176,707.83				\$176,707.83	5.07%
Contributions	1,505.19	(1,505.19)		J	\$0.00	0.00%
Bad Debt Expense	49,579.63	(49,579.63)		K	\$0.00	0.00%
Field Expenses	31,028.73				\$31,028.73	0.89%
Library & References	9,931.76				\$9,931.76	0.28%
Misc. Office Expenses	0.00				\$0.00	0.00%
Coffee, Pop Expenses	9,817.15	(2,720.05)		L	\$7,097.10	0.20%
Depreciation	255,740.00	(27,660.00)		P	\$228,080.00	6.54%
Total General Overhead Expenses	<u>\$4,712,464.78</u>	<u>(\$402,307.83)</u>			<u>\$4,310,156.95</u>	<u>123.61%</u>
Total Overhead Expenses	<u>\$6,676,335.02</u>	<u>(\$457,541.48)</u>			<u>\$6,218,793.54</u>	<u>178.35%</u>
Overhead Rate	187.53%				<u>178.35%</u>	

References

Penhallegon Adjustments

- A Auto allowance unallocable per 48 CFR 31.201-4.
- B Keyman's life insurance unallowable per 48 CFR 31.205-19(a)(2)(vi).
- C Legal fees related to collections unallowable per 48 CFR 31.205-3. Federal income tax preparation fees are unallowable per 48 CFR 31.205-41(b)(1), 48 CFR 31.201-6(a), and WSDOT Overhead Policy.
- D Interest expense unallowable per 48 CFR 31.205-20.
- E Excess holiday party and summer picnic expenses over \$35 per employee unallowable per 48 CFR 31.205-14 and WSDOT Overhead Policy.
- F Personal use of company car unallowable per 48 CFR 31.205-6(m)(2).
- G Lobby expenses included in associated dues unallowable per 48 CFR 31.205-22.
- H Travel expenses in excess of amounts allowed by federal travel regulation unallowable per 48 CFR 31.205-46(a)(2)(i).
- I Advertising, gifts, and entertainment costs unallowable per 48 CFR 31.205-1(f) and 48 CFR 31.205-14.
- J Contributions unallowable per 48 CFR 31.205-8.
- K Bad debt expense unallowable per 48 CFR 31.205-3.
- L Pop, Coffee & Tea expenses unallowable per 48 CFR 31.205-14 and WSDOT Overhead Policy.
- M Overtime Premium is unallowable per 48 CFR 22.103-1, 22.103-4(g), and WSDOT Policy
- O Marketing labor and associated fringe unallowable per 48 CFR 31.205-.(f) and 301.201-6 and 2005 AASHTO Guide.
- P Costs associated with undocumented company owned vehicles assigned to employee's unallowable per 48 CFR 31.201-6.
- Q Referral bonuses unallowable per 48 CFR 31.205-6(f).

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am President and duly authorized representative of the firm of Exeltech Consulting, Inc. whose address is 8729 Commerce Pl Dr. NE, Lacey, WA 98516 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

6/3/2014
Date


Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Des Moines, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Exeltech Consulting, Inc.

11/3/2014

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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 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 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 such 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.

Consultant (Firm): Exeltech Consulting, Inc.

1/3/2014
(Date)

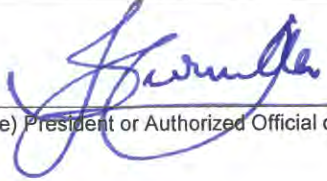

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of 2014-2015 On-Call Civil Engineering Services * are accurate, complete, and current as of _____. **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Exeltech Consulting, Inc.

Name Santosh J Kuruvilla

Title President

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

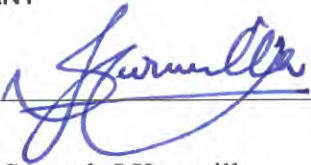
*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Exeltech Consulting, Inc. 8729 Commerce Pl Dr NE Lacey, WA 98516
Agreement Number	Project Title And Work Description 2014-2015 On-Call General Civil Engineering Services
Federal Aid Number	
Local Agency City of Des Moines	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____ City of Des Moines _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

By  _____
 Consultant Santosh J Kuruvilla

By _____
 Consultant _____

LOCAL AGENCY

By _____
 Agency _____

By _____
 Agency _____

By _____
 Agency _____

By _____
 Agency _____

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone Fehr & Peers 1001 4th Avenue, Suite 4120 Seattle, WA 98154-1155 Attn: Daniel Grayuski (206) 576-4220	
☒ Architectural/Engineering Agreement ☐ Personal Services Agreement Agreement Number _____		Project Title And Work Description 2014-2015 On-Call Civil Engineering Services	
Federal Aid Number _____			
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☒ Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☒ Fixed Overhead Rate <u>177.12</u> % Fixed Fee \$ <u>30%</u> ☐ Specific Rates Of Pay ☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work			
DBE Participation ☐ Yes ☒ No _____ % Federal ID Number or Social Security Number 68-0065540 Do you require a 1099 for IRS? ☐ Yes ☒ No Completion Date 12/31/2015 Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ <u>1,000,000</u>			

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| ☒ Exhibit A-1 Scope of Work | ☐ Exhibit G-2 Fee-Sub Specific Rates |
| ☒ Exhibit A-2 Task Order Agreement | ☐ Exhibit G-3 Sub Overhead Cost |
| ☐ Exhibit B-1 DBE Utilization Certification | ☒ Exhibit H Title VI Assurances |
| ☒ Exhibit C Electronic Exchange of Data | ☒ Exhibit I Payment Upon Termination of Agreement |
| ☐ Exhibit D-1 Payment - Lump Sum | ☒ Exhibit J Alleged Consultant Design Error Procedures |
| ☒ Exhibit D-2 Payment - Cost Plus | ☒ Exhibit K Consultant Claim Procedures |
| ☐ Exhibit D-3 Payment - Hourly Rate | ☐ Exhibit L Liability Insurance Increase |
| ☐ Exhibit D-4 Payment - Provisional | ☒ Exhibit M-1a Consultant Certification |
| ☒ Exhibit E-1 Fee - Lump/Fixed/Unit | ☒ Exhibit M-1b Agency Official Certification |
| ☒ Exhibit E-2 Fee - Specific Rates | ☒ Exhibit M-2 Certification - Primary |
| ☒ Exhibit F Overhead Cost | ☒ Exhibit M-3 Lobbying Certification |
| ☐ Exhibit G Subcontracted Work | ☐ Exhibit M-4 Pricing Data Certification |
| ☐ Exhibit G-1 Subconsultant Fee | ☒ App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of Des Moines, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  By _____
Consultant Fehr + Peers Agency _____

Exhibit "A-1"
Scope of Work
2014-2015 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected Fehr & Peers (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Fehr & Peers agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2014 through December 31st, 2015. Fehr & Peers will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2015, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2016. No new work shall be authorized after December 31st, 2015 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D-2, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit E for the life of this Agreement. Overhead calculations are included in Appendix F, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. See Exhibit A-1
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:

- a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
- b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1
Consultant Fee Determination - Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: _____

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	=	<u>Cost</u>
Principal		X	\$78.37		\$	
Senior Associate		X	\$78.37			
Associate		X	\$52.88			
Senior Engineer Planner		X	\$45.19			
Engineer/Planner		X	\$33.65			
Senior Ttechnical Support		X	\$34.62			
Senior Administrative Support		X	\$29.81			
Technician		X	\$27.40			
		X				
			Total DSC	=	\$	

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 177.12 % x \$ _____

Fixed Fee (FF):

FF Rate x DSC of 30 % x \$ _____

Reimbursables:

Itemized _____

Itemized _____

Itemized _____

Itemized _____

Itemized _____

Subtotal (Consultant Total):

Subconsultant Costs (See Exhibit G):

Grand Total

Prepared By: _____

Date: _____

Exhibit E-2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

[illegible]

Exhibit E-2
Consultant Fee Determination - Summary Sheet
Fee Schedule

<u>Classification</u>	Direct Labor Rates		Overhead 177.12%		Profit 30%		Rate Per Hour	
	Min	Max	Min	Max	Min	Max	Min	Max
Principal	\$ 60.10	\$ 79.50	\$ 106.45	\$ 140.81	\$ 18.03	\$ 23.85	\$ 184.58	\$ 244.16
Senior Associate	\$ 41.35	\$ 67.31	\$ 73.24	\$ 119.22	\$ 12.41	\$ 20.19	\$ 127.00	\$ 206.72
Associate	\$ 37.98	\$ 65.00	\$ 67.27	\$ 115.13	\$ 11.39	\$ 19.50	\$ 116.64	\$ 199.63
Senior Engineer Planner	\$ 32.21	\$ 50.00	\$ 57.05	\$ 88.56	\$ 9.66	\$ 15.00	\$ 98.92	\$ 153.56
Engineer/Planner	\$ 25.24	\$ 35.10	\$ 44.71	\$ 62.17	\$ 7.57	\$ 10.53	\$ 77.52	\$ 107.80
Senior Technical Support	\$ 30.53	\$ 44.47	\$ 54.07	\$ 78.77	\$ 9.16	\$ 13.34	\$ 93.76	\$ 136.58
Senior Administrative Support	\$ 27.88	\$ 35.10	\$ 49.38	\$ 62.17	\$ 8.36	\$ 10.53	\$ 85.62	\$ 107.80
Administrative Support	\$ 21.00	\$ 31.25	\$ 37.20	\$ 55.35	\$ 6.30	\$ 9.38	\$ 64.50	\$ 95.98
Technician	\$ 19.23	\$ 32.69	\$ 34.06	\$ 57.90	\$ 5.77	\$ 9.81	\$ 59.06	\$ 100.40
Intern	\$ 17.00	\$ 22.50	\$ 30.11	\$ 39.85	\$ 5.10	\$ 6.75	\$ 52.21	\$ 69.10

Exhibit F
Breakdown of Overhead Cost

See attached

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
Total Fringe Benefits		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
Total General Overhead		
Total Overhead (General + Fringe)		
Overhead Rate (Total Overhead / Direct Labor)		



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

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

July 17, 2013

Marion Donnelly, CFO
Fehr & Peers
100 Pringles Ave, Suite 600
Walnut Creek, CA 94596-7125

Re: Fehr & Peers, Indirect Cost Rate Schedule
Fiscal Year End December 31, 2102

Dear Ms. Donnelly:

We have completed a desk review of your Indirect Cost Rate schedule for the above referenced fiscal year. Our review included the documentation provided by Fehr & Peers.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Fehr & Peers accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Fehr & Peers Indirect Cost Rate for the fiscal year ending December 31, 2102, at 177.12% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

If you, or any representatives of Fehr & Peers, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Fehr & Peers
Indirect Cost Rate Schedule
For the Year Ended December 31, 2012

Description	Financial Statement Amount	F & P Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$8,636,061</u>	\$41,819	(\$64,250)	J,K,Q,Y	<u>\$8,613,630</u>	100.00%
Indirect Cost						
Fringe Benefits:						
P/R Tax Exp/FICA/FUCA/SUI	\$1,318,370				\$1,318,370	15.31%
INS: Principals' Med/Life/Disb.	416,184	(\$416,184)		A	0	0.00%
INS: Principals' Keyman	19,851	(19,851)		B	0	0.00%
INS: MED/LIFE/DISB	1,171,053	(7,050)		V	1,164,003	13.51%
Vacation/Holiday/Sick	1,969,904	(135,431)		P	1,834,473	21.30%
Employee Bonus	385,125				385,125	4.47%
Principal Bonus	219,066				219,066	2.54%
Unallowable Fringe Benefits		(87,751)		X	(87,751)	-1.02%
Total Fringe Benefits	<u>\$5,499,553</u>	<u>(\$666,268)</u>	<u>\$0</u>		<u>\$4,833,285</u>	<u>56.11%</u>
General Overhead:						
Labor - General Marketing	\$586,708	(\$586,708)		L	(\$0)	0.00%
Labor - Bids & Proposals	1,957,326	(2,203)	\$2,203	J, Z	1,957,326	22.72%
Labor - Direct Selling	95,480	(43)	43	J, Z	95,480	1.11%
Labor - Other	3,233,836	(37,085)	23,834	J,M,R,Z	3,220,585	37.39%
Payroll variance			(4,336)	a	(4,336)	-0.05%
Advertising/Promotion	9,144	(8,719)		C	424	0.00%
Printing/Material/Courier	15,088	(8,382)		C	6,705	0.08%
Client Relations/Luncheons	61,715	(36,398)	(1,058)	D, b	24,258	0.28%
Other Client Development	43,215	(33,459)		D	9,756	0.11%
Travel/Subsistence - Marketing	218,721	(57,198)	(3,458)	C, c	158,065	1.84%
Profit Sharing Plan Funding/401K	351,378				351,378	4.08%
Office Relocation	79,881				79,881	0.93%
Admin/Meetings	70,344		(2,415)	d	67,929	0.79%
Travel/Subsistence	173,471	(139)	(1,844)	C, e	171,488	1.99%
Computer Expense	460,559				460,559	5.35%
Conferences/Prof. Meetings	87,468	(1,508)		C	85,960	1.00%
Contributions	5,775	(5,775)		E	0	0.00%
Dues/Subscriptions	70,811	(5,649)		V	65,162	0.76%
Education/Training	125,834				125,834	1.46%
Employee Relations	134,544	(100,908)		D, F	33,636	0.39%
Employee Recruiting	47,169	(6,000)		T	41,169	0.48%
Moving Expenses	229,316	(183,099)		T,U	46,217	0.54%
Equipment< \$1000	41,954				41,954	0.49%
Office Supplies	160,521	(51,767)		W	108,754	1.26%
Stationery	13,197				13,197	0.15%
Reference Library	8,053				8,053	0.09%
Professional Fees	48,401				48,401	0.56%
Voice & Data Communications	(267,630)	(494)		C	(268,124)	-3.11%
Postage & Mailing	29,369				29,369	0.34%
Temporary Personnel	65,797				65,797	0.76%
Bank Charges	4,772				4,772	0.06%
Insurance/General Liability	25,982				25,982	0.30%
Insurance/E&O	93,611				93,611	1.09%
Insurance/Workers' Comp	94,837				94,837	1.10%

Fehr & Peers
Indirect Cost Rate Schedule
For the Year Ended December 31, 2012

Description	Financial Statement Amount	F & P Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Legal & Accounting	121,018				121,018	1.40%
Profit Sharing Admin./401K	7,712				7,712	0.09%
Rent	2,248,853				2,248,853	26.11%
Equip.Rental/Maintenance	618,665				618,665	7.18%
Taxes & Licenses	109,860				109,860	1.28%
Gain/Loss on Disposal of Equipment	4,358				4,358	0.05%
Depreciation	156,788	(138,099)		O	18,689	0.22%
Amortization	13,334	(13,334)		G	0	0.00%
Interest Expense	32,103	(32,103)		H	0	0.00%
NonDeductible Expense	189	(189)		I	0	0.00%
State Income Tax	29,985				29,985	0.35%
Total General Overhead	\$11,719,509	(\$1,309,259)	\$12,969		\$10,423,219	121.01%
Total Indirect Costs	\$17,219,061	(\$1,975,527)	\$12,969		\$15,256,504	177.12%
Indirect Cost Rate	199.39%	175.66%			177.12%	

Fehr & Peers - Accepted 07/16/13 MJP
"Overhead Rate still subject to WSDOT Audit"

References

Fehr & Peers Adjustments:

Compiled In-house by Marlon Donnelly

- A Insurance for owners & owners spouses unallowable per 48 CFR 31.201-4.
- B Key Person Life Insurance unallowable per 48 CFR 31.205-19(e)(2)(v).
- C Advertising unallowable per 48 CFR 31.205-1(b) & 1(f)(2)
- D Entertainment unallowable per 48 CFR 31.205-14.
- E Contributions unallowable per 48 CFR 31.205-8.
- F Gifts unallowable per 48 CFR 31.205-13(b).
- G Amortization unallowable per 48 CFR 31.205-27(a).
- H Interest unallowable per 48 CFR 31.205-20.
- I Fines and Penalties unallowable per 48 CFR 31.205-15(a).
- J Overtime Premium unallowable per 48 CFR 22.103-1, 22.103-4(g) & WSDOT O/I Policy.
- K Adjustment for Uncompensated Overtime per 48 CFR 37.115, DCAA 5-910, 5-910.2 & 6-410.
- L Marketing Labor unallowable per 48 CFR 31.205-1(f).
- M Prior year payroll expenses in the amount of \$11,324 unallowable per 48 CFR 31.203-(g)(2).
- O Section 179 Depreciation Not allowable per 48 CFR 31.205-11. Removed. Converted to Life and added.
- P Fehr & Peers uses an accrued number on their Income Statement. That number has been reversed and the actual number used.
- Q Fehr & Peers billed and accrued payroll that is not reflected until Jan 2013.
- R Payroll adjustments not reflected in general ledger accounts. Cook, Noguchi, Lisska, Herrmann, Stutsman, Wallace, Weir.
- T Sign On & Relocation bonuses unallowable per 48 CFR 31.205-6(f).
The basis for the award is not performance based.
- U Monthly rent payments for Dan Grayuski in the amount of \$32,976;
Monthly rent payments for Jeremy Klop in the amount of \$41,940.00;
Monthly rent payments for Rashid in the amount of \$13,900;
Monthly payments to Jason Pack in the amount of \$7,000,
Monthly payments to K. Cole in the amount of \$5,975.00 unallowable per 48 CFR 31.205-35.
- V Memberships for employees to Gyms, Costco & Sams Club unallowable per 48 CFP 31.205-43.
- W Foods & snacks for the office unallowable per 48 CFR 31.205-14.
- X Reduced by SS, Medicare, 401(k) contribution, PTO, and health benefits related to Unallowable labor.

Fehr & Peers
Indirect Cost Rate Schedule
For the Year Ended December 31, 2012

Description	Financial Statement Amount	F & P Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
WSDOT Adjustments:						
Y	F&P added \$41,819 to the direct labor base (Adjustments J, K, Q) that consisted of \$16,507 of Overtime \$22,431 of hours worked in 2013 but billed in 2012 and, \$2,879 of accrued payroll, these amounts were already in the direct labor base per the LDR that was provided by F&P, These amounts were reversed out because they were double counted . The amount the was contributed to work that was billed in 2012 but not completed until 2013 (\$22,431) should have been removed from direct labor base for not being allocable to this period expense. 48 CFR 31.201-2 This totals the adjustment of (\$64,250)					
Z	Overtime Premium is an allowable expense, OH policy disallowing OT Premium is no longer in effect					
a	Payroll variance is used to balance payroll to the LDR, this amount was provided on the reconciliation sheet provided by Fehr & Peer's					
b	Unallowable entertainment, golf and gift cards removed (\$915), no detailed receipts (\$143) of unallowable cost, 48 CFR 31.201-2, 31.201-4,					
c	Removed \$3,305 for advocacy trip to DC, no detailed receipts and meals while employee was not in a travel status (\$153) 48 CFR 31.205-46, 31.205.22, 31.201-2, 31.205-14					
d	Amount over per diem rates for food and lodging, no list of attendees or agendas for meetings (\$2,415.18), 48 CFR 31.201-2, 31.205-46,31.205-14, 31.205-43					
e	Alcohol and gifts unallowable (\$1,141), lodging over per diem amount, no detailed receipts or list of attendees for retreat (\$702.38) 48 CFR 31.205-51, 31.201-2, 31.205-46,31.205-14, 31.205-43					

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am Principal and duly authorized representative of the firm of Fehr & Peers whose address is 1001 4th Avenue, Suite 4120, Seattle, WA 98154-1155 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

1-2-14

Date


Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of Des Moines, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Fehr & Peers

1-2-14

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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.

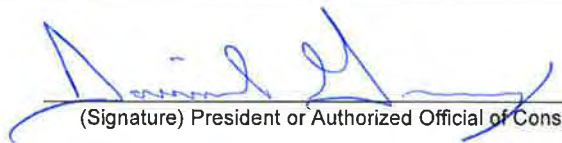
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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 such 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.

Consultant (Firm): Fehr & Peers

1-2-14

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of 2014-2015 On-Call Engineering * are accurate, complete, and current as of July 13, 2013 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Fehr & Peers
Name Daniel Grayuski
Title Principal
Date of Execution*** 1 / 2 / 2014

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Fehr & Peers 1001 4th Avenue, Suite 4120 Seattle, WA 98154-1155 Attn: Daniel Grayuski (206) 576-4220
Agreement Number	Project Title And Work Description 2014-2015 On-Call Civil Engineering Services
Federal Aid Number	
Local Agency City of Des Moines	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of Des Moines, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

By  _____

Consultant Fehr & Peers

By _____

Consultant _____

LOCAL AGENCY

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone HDR Engineering Inc. 500 108th Ave., NE Suite 1200 Bellevue, WA 98004-5549	
☒ Architectural/Engineering Agreement ☐ Personal Services Agreement Agreement Number _____		360-570-4400	
Federal Aid Number _____		Project Title And Work Description City of Des Moines 2014-2015 On-Call Civil Engineering Services	
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☒ Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☒ Fixed Overhead Rate 158.06 % Fixed Fee \$ 30.00		DBE Participation ☐ Yes ☒ No _____ % Federal ID Number or Social Security Number 470068568	
☐ Specific Rates Of Pay ☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work		Do you require a 1099 for IRS? ☐ Yes ☒ No	Completion Date December 31, 2015
		Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ 1,000,000.00	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| ☒ Exhibit A-1 Scope of Work | ☒ Exhibit G-2 Fee-Sub Specific Rates |
| ☒ Exhibit A-2 Task Order Agreement | ☒ Exhibit G-3 Sub Overhead Cost |
| ☐ Exhibit B-1 DBE Utilization Certification | ☒ Exhibit H Title VI Assurances |
| ☒ Exhibit C Electronic Exchange of Data | ☒ Exhibit I Payment Upon Termination of Agreement |
| ☐ Exhibit D-1 Payment - Lump Sum | ☒ Exhibit J Alleged Consultant Design Error Procedures |
| ☒ Exhibit D-2 Payment - Cost Plus | ☒ Exhibit K Consultant Claim Procedures |
| ☐ Exhibit D-3 Payment - Hourly Rate | ☐ Exhibit L Liability Insurance Increase |
| ☐ Exhibit D-4 Payment - Provisional | ☒ Exhibit M-1a Consultant Certification |
| ☒ Exhibit E-1 Fee - Lump/Fixed/Unit | ☒ Exhibit M-1b Agency Official Certification |
| ☐ Exhibit E-2 Fee - Specific Rates | ☒ Exhibit M-2 Certification - Primary |
| ☒ Exhibit F Overhead Cost | ☒ Exhibit M-3 Lobbying Certification |
| ☒ Exhibit G Subcontracted Work | ☒ Exhibit M-4 Pricing Data Certification |
| ☒ Exhibit G-1 Subconsultant Fee | ☒ App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____,
 between the Local Agency of _____ City of Des Moines _____, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By



By

Consultant

Ronald G. Ohlsen

Agency

City of Des Moines

Exhibit "A-1"
Scope of Work
2014-2015 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected HDR Engineering, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. HDR Engineering, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2014 through December 31st, 2015. HDR Engineering, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2015, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2016. No new work shall be authorized after December 31st, 2015 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D-2, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit E for the life of this Agreement. Overhead calculations are included in Appendix F, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).

- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).
- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear

communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. See Exhibit A-1
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:

- a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
- b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1
Consultant Fee Determination - Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: City of Des Moines 2014-2015 On-Call Civil

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	=	<u>Cost</u>
		X			\$	
<u>See attached Exhibit E-1.1</u>		X				
<u>"Actual Not To Exceed"</u>		X				
		X				
		X				
		X				
		X				
		X				
		X				
		X				

Total DSC = \$ _____

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of _____ % x \$ _____

Fixed Fee (FF):

FF Rate x DSC of _____ % x \$ _____

Reimbursables:

Itemized _____

Subconsultant Costs (See Exhibit G): _____

Grand Total _____

Prepared By: _____

Date: _____

HDR ENGINEERING, INC.
ACTUALS NOT TO EXCEED TABLE
Des Moines 2014-2015 On-Call
Labor Categories

Employee Classification	Direct Salary Cost	Overhead	Fixed Fee/Profit		Loaded Labor Rates
	NTE Hourly	X DSC NTE Hourly	X DSC NTE Hourly	X DSC NTE Hourly	(Direct + OH + FF) NTE Hourly
Principal	\$ 141.35	\$ 223.40	\$ 42.41		\$ 407.16
Principal/Program Manager	\$ 108.57	\$ 171.59	\$ 32.57		\$ 312.73
Sr. Project Managers	\$ 93.71	\$ 148.11	\$ 28.11		\$ 269.93
Project Managers	\$ 70.35	\$ 111.19	\$ 21.11		\$ 202.65
Sr. Project Engineers	\$ 65.10	\$ 102.89	\$ 19.53		\$ 187.52
Project Engineers	\$ 55.91	\$ 88.37	\$ 16.77		\$ 161.05
Traffic Engineers	\$ 58.91	\$ 93.11	\$ 17.67		\$ 169.69
Design Engineer/Designers	\$ 55.00	\$ 86.93	\$ 16.50		\$ 158.43
Senior Technicians	\$ 44.10	\$ 69.70	\$ 13.23		\$ 127.03
Technicians	\$ 37.80	\$ 59.74	\$ 11.34		\$ 108.88
Construction Mgr/Resident Engr	\$ 58.15	\$ 91.91	\$ 17.45		\$ 167.51
Sr Construction Inspectors	\$ 49.14	\$ 77.67	\$ 14.74		\$ 141.55
Construction Inspectors	\$ 42.53	\$ 67.22	\$ 12.76		\$ 122.51
Construction Office Engineer	\$ 46.46	\$ 73.43	\$ 13.94		\$ 133.83
Sr Environmental Scientists	\$ 70.61	\$ 111.60	\$ 21.18		\$ 203.39
Environmental Scientists	\$ 52.52	\$ 83.01	\$ 15.76		\$ 151.29
Jr Environmental Scientists	\$ 35.56	\$ 56.20	\$ 10.67		\$ 102.43
Transportation Planners	\$ 78.75	\$ 124.46	\$ 23.63		\$ 226.84
Environmental Planners	\$ 66.15	\$ 104.55	\$ 19.85		\$ 190.55
ROW Agents/Real Estate	\$ 53.55	\$ 84.64	\$ 16.07		\$ 154.26
ROW Techs/Real Estate	\$ 33.09	\$ 52.30	\$ 9.93		\$ 95.32
Review Appraisor/ Real Estate	\$ 50.73	\$ 80.18	\$ 15.22		\$ 146.13
Principal Economists	\$ 126.47	\$ 199.89	\$ 37.94		\$ 364.30
Senior Economists	\$ 77.22	\$ 122.05	\$ 23.17		\$ 222.44
Economists	\$ 44.84	\$ 70.87	\$ 13.45		\$ 129.16
Graphic Designers	\$ 55.89	\$ 88.33	\$ 16.77		\$ 160.99
Senior Administrators	\$ 65.31	\$ 103.22	\$ 19.59		\$ 188.12
Administrators	\$ 41.40	\$ 65.43	\$ 12.42		\$ 119.25
Clerical	\$ 36.21	\$ 57.23	\$ 10.86		\$ 104.30

Exhibit F-Overhead Rate



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

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

August 1, 2013

Gene Sacco, Senior Project Controller
HDR Engineering, Inc.
500 – 108th Ave NE, Suite 1200
Bellevue WA 98004-5549

RE: HDR Engineering, Inc. Indirect Cost Rate Schedules
Fiscal Year End December 29, 2012

Dear Mr. Sacco:

The Nebraska Department of Roads (NDOR) has concluded their cognizant review of HDR Engineering, Inc. Nebraska is the Cognizant State for HDR Engineering, Inc. NDOR accepted the audit performed by the CPA firm, Ernst & Young, LLP for the above referenced fiscal year. We were provided with their letter and a copy of the CPA audit report.

Based on the cognizant state's review and acceptance of the HDR Engineering, Inc. indirect cost rate we are issuing this letter of review establishing HDR Engineering, Inc.'s indirect cost rate for the fiscal year ending December 29, 2012, at 158.06% (rate includes Facilities Cost of Capital of 0.18%) of direct labor. This rate includes technology costs. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

If you, or any representatives of HDR Engineering, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosure

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Randall D. Peters, P.E., Director - State Engineer

1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759

Phone (402) 471-4567 • FAX (402) 479-4325 • www.transportation.nebraska.gov

July 18, 2013

Report No. 2014-3

HDR Engineering, Inc. and Subsidiaries
8404 Indian Hills Drive
Omaha, NE 68114

Chad Hartnett, Treasurer, Controller, and Director of Accounting

Subject: Review of FYE December 29, 2012 Indirect Cost Rate Audit performed by Ernst & Young, LLP.

We have completed a cognizant review of the independent Certified Public Accountant (CPA) audit and supporting work papers, of the Indirect Cost Rates of HDR Engineering, Inc. and Subsidiaries, for the year ended December 29, 2012. This review was conducted in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

Our review consisted of discussions with HDR officials and a review of Ernst & Young LLP's audit report and audit working papers to ensure that the indirect cost rate audit was performed in accordance with Government Auditing Standards, and that the schedule of indirect costs was prepared in accordance with accounting practices prescribed in 48 CFR Part 31 of the Federal Acquisition Regulations. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, and supporting work papers for the Indirect Cost Rate, and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rates:

Combined Indirect Cost Rate	157.88% *
Facilities Capital Cost of Money	0.18945%

* Note: Technology costs are included in the Indirect cost rate.

James A. Dietsch
Highway Audit Manager

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: HDR Engineering, Inc.

Final Indirect Cost Rates:

Home Rate: 157.88%

Field Rate: _____

Cost of Capital: 0.18945%

Other: _____

Fiscal Period Covered (mm/dd/yyyy): 12/29/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

*Signature: _____

*Name of Certifying Official (Print): Galen J. Meysenburg

*Title: Senior Vice President | Company Controller

Date of Certification (mm/dd/yyyy): 04/30/2013

***Note:** This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with a contract.

HDR Engineering, Inc. and Subsidiaries

Statement of Direct Labor, Fringe Benefits, and General Overhead

Year Ended December 29, 2012

	Actual	Unallowable Adjustment	FAR Reference	Allowable
DIRECT LABOR	\$ 286,482,708	\$ 4,661	(1)	\$ 286,487,369
FRINGE BENEFITS:				
Vacation	\$ 36,470,646	\$ -		\$ 36,470,646
Holiday	13,713,365	-		13,713,365
Sick leave	380,419	-		380,419
Payroll taxes	35,267,151	-		35,267,151
Group insurance	31,776,432	-		31,776,432
Retirement benefits	18,121,800	(26,202)	(2)	18,095,598
Total fringe benefits	135,729,813	(26,202)		135,703,611
GENERAL OVERHEAD:				
Indirect labor:				
General	119,417,645	(2,905,356)	(3)	116,512,289
Marketing	35,219,337	(107,801)	(4)	35,111,536
Travel and expenses - general	8,600,913	(701,517)	(5)	7,899,396
Employees' expenses	10,891,247	(2,485,493)	(6)	8,405,754
Supplies	307,105	-		307,105
Building rental and expenses - net	47,960,299	-		47,960,299
Taxes - general	3,265,678	(13,687)	(7)	3,251,991
Computer expense	44,616,829	(2,947)	(8)	44,613,882
Depreciation and amortization	8,533,039	(3,564,413)	(9)	4,968,626
Postage	837,468	-		837,468
Telephone	4,524,804	(42)	(10)	4,524,762
Subscriptions	205,682	-		205,682
Donations	1,415,669	(1,415,669)	(11)	-
Insurance and self-insurance	11,809,591	1,164,850	(12)	12,974,441
Bad debt	317,060	(317,060)	(13)	-
Office expenses	761,909	-		761,909
Printing	3,621	-		3,621
Marketing	6,250,075	(4,777,145)	(14)	1,472,930
Intercompany overhead	1,928,998	-		1,928,998
Administrative costs	13,402,542	(2,198,957)	(15)	11,203,585
Temporary help	529,492	-		529,492
Goodwill	239,900	(239,900)	(9)	-
Interest - net	614,097	(614,097)	(16)	-
Autos	1,008,818	(47,780)	(17)	961,038
Professional services	977,989	(89,622)	(18)	888,367
Miscellaneous	793,278	(559,566)	(19)	233,712
Allocated expenses	33,475,948	(23,491,123)	(21)	9,984,825
State income tax expense	938,520	110,958	(20)	1,049,478
Total general overhead	358,847,553	(42,256,367)		316,591,186
TOTAL FRINGE BENEFITS AND GENERAL OVERHEAD	\$ 494,577,366	\$ (42,282,569)		\$ 452,294,797
TOTAL FRINGE BENEFITS AND GENERAL OVERHEAD RATE	172.64 %			157.88 %

See Notes to Statement and Schedule.

HDR Engineering, Inc. and Subsidiaries

Description of Federal Acquisition Regulation (FAR) References

Year Ended December 29, 2012

- (1) **31.201-4(a)** – A cost is allocable directly to a government contract if it is incurred specifically for the contract
- (2) **31.205-6(j)** – Pension amount funded in excess of the pension cost assigned to a cost accounting period is unallowable.
- (3) **31.205-6(p), 27(a), 35** – Compensation paid to senior executives in excess of allowable limits. Expenditures in connection with acquisition costs are unallowable. Certain expenditures in connection with relocation costs are unallowable.
- (4) **31.205-1(f)(1)** – Portion of unallowable public relations and advertising costs.
- (5) **31.205-14, 46, 51** – Costs of entertainment are unallowable. Meals and lodging costs in excess of federal per diem rates are unallowable. Costs of alcoholic beverages are unallowable.
- (6) **31.205-1(f)(7), 14, 22, 51** – Costs of memberships in civic and community organizations are not allowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Costs of alcoholic beverages are unallowable.
- (7) **31.205-27(a)** – Expenditures in connection with acquisition costs are unallowable.
- (8) **31.205-1(f)(1), 14, 46** – Portion of unallowable public relations and advertising costs. Costs of entertainment are unallowable. Meals and lodging costs in excess of federal per diem rates are unallowable.
- (9) **31.205-49** – Amortization of acquisition intangibles and goodwill is unallowable.
- (10) **31.205-1(f)(7), 14, 22, 51** – Costs of memberships in civic and community organizations are not allowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Costs of alcoholic beverages are unallowable.
- (11) **31.205-8** – Contributions and donations are unallowable.
- (12) **31.205-19** – Insurance and self insurance – See insurance discussion in Note 3.
- (13) **31.205-3** – Bad debts are unallowable.

HDR Engineering, Inc. and Subsidiaries

Description of Federal Acquisition Regulation (FAR) References (continued)

- (14) **31.205-1(f)(1) and (7), 8, 14, 22, 46** – Portion of unallowable public relations and advertising costs. Contributions and donations are unallowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Meals & lodging costs in excess of Federal per diem rates are unallowable.
- (15) **31.205-1(f)(1) and (7), 8, 14, 22, 27, 46** – Portion of unallowable public relations and advertising costs. Contributions and donations are unallowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Expenditures in connection with acquisition costs are unallowable. Meals and lodging costs in excess of Federal per diem rates are unallowable.
- (16) **31.205-20** – Interest and other financial costs are unallowable.
- (17) **31.205-6(m)(2)** – Portion of the cost of company-furnished automobiles that relates to personal use by employees, including transportation to and from work, are unallowable.
- (18) **31.205-3,22,27(a), 30** – Bad debts are unallowable. Lobbying and political activity costs are not allowable. Expenditures in connection with acquisition costs are unallowable. Patent costs not associated with government contracts are unallowable.
- (19) **31.205-3, 14, 46(c)(2), 51** – Bad debts are unallowable. Costs of entertainment are unallowable. Portions of costs of leased airplane for business travel are unallowable. Costs of alcoholic beverages are unallowable.
- (20) **31.205-41(b)(7)** – Portion of state income tax which is deferred and not a current tax expense is not allowable.
- (21) Portion of allocated expenses from the parent are unallowable under the same FAR provisions discussed in this section. See discussion in Note 5.

HDR Engineering, Inc. and Subsidiaries
Schedule of Facilities Capital Cost of Money
Year Ended December 29, 2012

Facilities capital employed	\$ 28,946,144
Average Secretary of the Treasury interest rate	<u>1.8750%</u>
Facilities capital cost of money	<u>\$ 542,740</u>
Direct labor base	<u>\$ 286,487,369</u>
Facilities capital cost of money rate	<u>0.18945%</u>

See Notes to Statement of Schedule.

The AGENCY permits subcontracts for the following portion of the work of this AGREEMENT :

[illegible]

EXHIBIT G-1
Subconsultant Fee Determination - Summary Sheet
Mandatory when subconsultants are utilized

Project: City of Des Moines 2014~2015 On-Call Civil Engineering Services

Subconsultant: Historical Research Associates, Inc.

Direct Salary Cost (DSC):

Classification	Man Hours	Rate	=	Cost
Principal Senior Historian	X	\$44.19		
Principal Senior Archaeologist	X	\$43.47		
Senior Historian	X	\$37.92		
Senior Archaeologist	X	\$46.10		
Project Architectural Historian	X	\$26.65		
Project Archaeologist	X	\$30.25		
Project Historian	X	\$31.44		
Research Archaeologist	X	\$24.27		
Research Historian	X	\$24.57		
Archaeology Crew Chief	X	\$21.00		
Archaeology Crew Member	X	\$19.00		
Computer System Specialist	X	\$33.30		
Production Specialist	X	\$28.16		
Project Administrator	X	\$24.72		
Production Asst	X	\$22.57		
Total DSC =				

Overhead (OH Cost -- Including Salary Additives):

OH Rate X DSC of	142 % x		
Fixed Fee (FF):			
FF rate X (DSC) of	30 % x		

Reimbursables:

Itemized:		
Per Diem	\$46 /day/GSA rate	
Mileage (Gov't rate)	\$0.56/mile/IRS rate	
Vehicle Rental	Cost	
Vehicle Rental operating cost	\$.35 / mile	
Vehicle (4 wheel)	\$40 / day	
Vehicle mileage (4 wheel)	\$0.56 / mile	
Copies (in-house)	\$.10 / page	
Copies (out-of-house)	\$.25 / page	
Report Production	\$.20 / page	
Color Printing	\$.20 / page	
Document Scanning	\$.25 / page	
GPS	\$65 / day	
Laser RangeFinder	\$50 / day	
Video Camera	\$25 / day	
Digital Camera	\$.10 / image	
Digital Camera - print	\$1.00 / page	
CD-ROM Data	\$5 / CD-ROM	
DVD Data	\$15 / DVD	

Subconsultant Costs (See Exhibit G):

Notes:

HRA wages and rates are revised each January 1. Rates above are based on estimated 2014 rates.
 Actual 2014 payroll records will be available after January 20, 2014.
 Overhead rate is based on FAR-audited 2012 overhead costs.
 A FAR audit of 2013 overhead costs will be complete in March 2014.

EXHIBIT G-2
Net Fee Determination - Summary Sheet
(Specific Rates of Pay)
2014 Fee Schedule

[illegible]

Exhibit G-3 Sub Overhead Cost



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

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

August 5, 2013

Gregory Lakes, Chief Operating Officer
Historical Research Associates, Inc.
125 Bank Street, Suite 500
Missoula, MT 59802-4416

RE: Historical Research Associates, Inc., Indirect Cost Rate Schedule
Fiscal Year End December 31, 2012

Dear Mr. Lakes:

The Montana Department of Transportation (MDOT) has concluded their cognizant review of Historical Research Associates (HRA). MDOT is the Cognizant State for HRA. MDOT accepted the audit performed by CPA Firm, Doyle & Associates, P.C. We were provided with their letter and a copy of the CPA audit report.

Based on the cognizant state's review and acceptance of HRA's indirect cost rate, we are issuing this letter of review establishing HRA's indirect cost rate for the fiscal year ending December 31, 2012, at 142.00% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement (s).

If you, or any representative of HRA, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at 360-705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosure

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Historical Research Associates, Inc.
Schedule of Direct Labor, Fringe and Overhead Rates
for Federal and State Clients
For the Year Ended December 31, 2012

Description	Total Reported Costs	Disallowed Cost	FAR Reference	Allowable Costs	% Direct Labor
Direct Labor	<u>\$ 2,114,621</u>			<u>\$ 2,114,621</u>	<u>100.00%</u>
Fringe Benefits					
Payroll Taxes	\$ 325,424	(16,619)	(1) FAR 31.201-6(e)(2)	\$ 308,805	
Group Insurance	323,821			323,821	
Workers' Compensation Insurance	40,827			40,827	
Retirement	146,101	(4,443)	(2) FAR 31.201-6(e)(2)	141,658	
Vacation, Holiday and Sick Pay	279,149			279,149	
Other Employee Benefits	42,262	(42,262)	(3) FAR 31.201-4(c) & 31.205-14	-	
Bonuses	344,128			344,128	
Total Fringe Benefits	<u>1,501,712</u>	<u>(63,324)</u>		<u>1,438,388</u>	<u>68.02%</u>
General Overhead					
Indirect Labor	878,879	(148,115)	(4) FAR 31.201-6(e)(2)	730,764	
Legal & Accounting	12,815	(4,895)	(5) FAR 31.201-4	7,920	
Supplies	12,318			12,318	
Computer - Training and Maintenance	30,543			30,543	
Repairs & Maintenance	12,757			12,757	
Reproduction	1,156			1,156	
Dues & Subscriptions	8,714			8,714	
Travel	56,532			56,532	
Shipping & Postage	11,204			11,204	
Rent	449,943			449,943	
Depreciation	64,636			64,636	
Temps/Consultants	13,063			13,063	
Insurance	48,028	(14,421)	(6) FAR 31.205-19(e)(2)(v)	33,607	
Professional Development/Training	14,991			14,991	
Telephone	35,161			35,161	
Internet	17,454			17,454	
Recruitment costs	406			406	
Proposal costs	3,547			3,547	
Board of Directors Meetings	16,133			16,133	
Charitable Contributions	700	(700)	(7) FAR 31.205-8 & 31.205-13(b)	-	
Marketing Costs	99,142	(99,142)	(8) FAR 31.205-1	-	
Interest & Bank Charges	49,885	(49,885)	(9) FAR 31.205-20	-	
Penalties & Fines	1,412	(1,412)	(10) FAR 31.205-15(a)	-	
Property & Revenue Taxes	43,420			43,420	
Total General Overhead	<u>1,882,839</u>	<u>(318,570)</u>		<u>1,564,269</u>	<u>73.97%</u>
Total Indirect Costs	<u>\$ 3,384,551</u>	<u>\$ (381,894)</u>		<u>\$ 3,002,657</u>	<u>142.00%</u>

The accompanying notes are an integral part of this schedule.

Exhibit G-1

Project: City of Des Moines 2014-2015 On-Call Civil

Sub Consultant: Materials Testing & Consulting, Inc.

Direct Salary Cost (DSC):

[illegible]

Total DSC = \$ _____

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of _____ % x \$ _____ = _____

Fixed Fee (FF):

FF Rate x DSC of _____ % x \$ _____ = _____

Reimbursables:

Itemized _____ = _____

SubConsultant Total = _____

Grand Total = _____

Prepared By: _____

Date: _____

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



January 6, 2014

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

RE: 2014 - 2015 General Engineering Services On-Call

To Whom It May Concern:

In order to update Exhibit G-1 (Subconsultant Fee Determination - Summary Sheet), our accounting department will need to complete their year-end related duties and budget revision. They have committed to updating Exhibit G-1 by the end of January 2014. The exhibit will be submitted at that time.

Please do not hesitate to contact me at (360) 534-9777 if you have any questions.

Thank you,

Lance Levine, P.E.

SW Region Engineering Division Manager

Respectfully submitted for,
MATERIALS TESTING & CONSULTING, INC.

Corporate • 777 Chrysler Drive • Burlington, WA 98233 • Phone 360.755.1990 • Fax 360.755.1980
SW Region • 2118 Black Lake Blvd. SW • Olympia, WA 98512 • Phone 360.534.9777 • Fax 360.534.9779
NW Region • 805 Dupont Street, Suite 5 • Bellingham, WA 98225 • Phone 360.647.6061 • Fax 360.647.8111
Kitsap Region • 5451 N.W. Newberry Hill Road, Suite 101 • Silverdale, WA 98383 • Phone/Fax 360.698.6787

Visit our website: www.mtc-inc.net

Exhibit G-1

Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: City of Des Moines 2012-2013 General Engineering Services On-Call

Subconsultant: Materials Testing & Consulting, Inc. (MTC)

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>		<u>Cost</u>
Professional Engineer	0	X	\$38.46	=	\$0.00
Geotechnical Consultant	0	X	\$26.44	=	\$0.00
Technical Director	0	X	\$31.25	=	\$0.00
Project Manager	0	X	\$28.83	=	\$0.00
Special Inspector I	0	X	\$20.50	=	\$0.00
Special Inspector II	0	X	\$24.00	=	\$0.00
Special Inspector III/NDT	0	X	\$26.44	=	\$0.00
Engineering Technician I	0	X	\$16.50	=	\$0.00
Engineering Technician II	0	X	\$20.50	=	\$0.00
Engineering Technician III	0	X	\$24.00	=	\$0.00

Total DSC = \$0.00

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 159.33% X \$0.00 = \$0.00

Fixed Fee (FF):

FF Rate x DSC of 30.00% X \$0.00 = \$0.00

Reimbursables:

Lab testing and field expenses (see attached schedule of charges) = \$0.00

Subconsultant Total (over head, fixed fee, and reimbursables) = \$0.00

Grand Total = \$0.00

REMARKS:

MTC has prepared this Subconsultant Fee Determination to provide geotechnical engineering,
construction materials testing, and special inspection services on an as-needed basis to support
the Project Engineer (Prime Consultant).

Materials Testing & Consulting, Inc.

Geotechnical Engineering & Consulting • Special Inspection • Materials Testing • Environmental Consulting



Exhibit A - Schedule of Charges (fixed fee items)

HDR, Inc. - City of Des Moines 2012-2013 General Engineering Services On-Call

Date of Issue: December 5, 2011

MATERIALS TESTING SERVICES	Unit	Rate
LABORATORY TESTING FOR EARTHWORK & ASPHALT		
% Passing # 200 Sieve	each	60.00
Asphalt Extraction with Gradation (ASTM D 6307)	each	235.00
Asphalt Thickness – Minimum 3 cores	each	30.00
Atterberg Limits - 1 point	each	60.00
Atterberg Limits - 3 points	each	150.00
Bulk Specific Gravity – Minimum 3 cores	each	45.00
California Bearing Ratio 3-point	each	650.00
Clay Lumps and Friable Particles	each	85.00
Durability Index	each	180.00
Effect of Water on Cohesion of Compacted Mixes	each	275.00
Flat/Elongated Particles	each	80.00
Fracture Percentage	each	60.00
Hydrometer Analysis (includes sieve analysis)	each	175.00
In-Field Infiltration Rate	hour	85.00
In-Place Density (Sand Cone)	each	35.00
Marshall Stability & Flow, 3 specimens	each	300.00
Mix Design Marshall Method, 3 trials & specimens	each	1500.00
Moisture Density Relationship with Sieve (Proctor)	each	235.00
Natural Moisture Content	each	30.00
Organic Content	each	80.00
Organic Impurities	each	75.00
Relative Density	each	375.00
Rice Density	each	75.00
Sand Equivalent	each	90.00
Sieve Analysis – Dry Only (Gradation)	each	80.00
Sieve Analysis with #200 Wash (Combined Gradation)	each	100.00
Soils-Cement Mix Design	quoted per project	
Specific Gravity and Absorption – Coarse Aggregate	each	50.00
Specific Gravity and Absorption – Fine Aggregate	each	90.00
Specific Gravity of Soils	each	75.00
Sulfate Soundness	each	300.00
Uncompacted Void Content	each	90.00
Unconfined Compression - Intact Rock Cores	each	65.00
Unit Weight & Voids	each	45.00
Visual Classification	each	20.00
ENVIRONMENTAL CONSULTING	Unit	Rate
Environmental Site Assessment Phase I	quoted per project	
Environmental Site Assessment Phase II	quoted per project	
SPECIAL INSPECTION	Unit	Rate
Pachometer Testing equipment (reinforcing steel locate)	day	50.00
Schmidt Hammer equipment	day	50.00
Non-Destructive Testing (ultrasonic & mag-particle testing equipment)	day	60.00
Coring equipment	day	60.00
Floor Flatness and Floor Levelness equipment	day	50.00

MATERIALS TESTING SERVICES	Unit	Rate
LABORATORY TESTING FOR SPECIAL & CONSTRUCTION INSPECTION		
2 x 2 Mortar Cubes	each	25.00
Cohesion / Adhesion Tests	each	30.00
Concrete Compression Strength Test Sawed Section	each	65.00
Concrete Compression Test Cylinders (4"x8")	each	25.00
Concrete Compression Test Cylinders (6"x12")	each	30.00
Concrete Compression Test Cylinders (not cast by MTC)	each	40.00
Concrete Core Thickness	each	30.00
Concrete Shrinkage (minimum 3 samples)	each	100.00
Core Compression Test	each	25.00
Flexural Beams	each	45.00
Grout Compressive Strength Test	each	25.00
Masonry Compressive Strength Prisms	each	100.00
Masonry Units	each	100.00
Moisture Emission	each	60.00
Mortar Compressive Strength	each	25.00
Roofing cut out samples	each	50.00
Set Times, Initial and Final	hour	75.00
Shotcrete Compression Test (1-Panel includes 3-Cores)	each	200.00
Shotcrete Cores - Additional	each	85.00
Spray-Applied Fire Resistive Materials Density	each	60.00
Trial Batch - 6 Cylinders	quoted per project	
Trimming Cores/Cylinders (not cast by MTC)	each	15.00
Unit Weight and Yield	each	35.00
EQUIPMENT & MISCELLANEOUS	Unit	Rate
Same-Day Inspection Service	each	100.00
Nuclear Densometer – Daily Equipment Charge	daily	25.00
Dynamic Cone Penetrometer – Daily Equipment Charge	daily	20.00
Dynamic Cone Penetrometer Drive Points	each	10.00
Turbidity Meter - Daily Equipment Charge	daily	20.00
Third Party Rentals and/or Support Services	cost	
Cylinder Mold (when not cast by MTC)	each	3.50
Core Bit Wear Charge	inch	3.50
Final Letter for Occupancy	each	75.00
Additional photocopy	page	0.18
Mileage (portal to portal)	mile	0.55

GENERAL CONDITIONS

1. MTC's standard hours of straight time operation begin at 7:00 AM and end at 4:00 PM, Monday through Friday, with the exception of holidays and weekends. Overtime rates will be billed for work performed outside straight time operational hours, night work, work in excess of 8-straight-time hours per day; and Saturday work. Double-time rates will be billed for any work performed on Sundays and / or holidays.

2. Scheduling inspections must occur by 3:00 PM on the business-day preceding the request. All services are billed portal to portal from MTC's respective lab, with a 4-hour minimum; night shifts shall incur an 8-hour minimum charge per call. Engineering services are subject to a 2-hour minimum for "in-house" work, and a 4-hour minimum for field work. A standard show-up for services or cancellation will be billed a minimum of 2-hours at the applicable service rate; a show-up or cancellation without 4-hours notice is subject to a 4-hour minimum charge plus applicable mileage and travel (resident/full time projects excluded). Due to fluctuations in the price of gasoline an additional fuel surcharge may apply.

3. Remote jobs shall incur additional charges for subsistence in accordance with the Washington State Administrative and Accounting Manual (SAAM), and will be billed to the Client at cost; Project management charges will be billed when applicable. "Rush" laboratory testing (turnaround less than 48-hours) will be billed at 1½ times the applicable standard laboratory rate. All samples will be disposed of one week after testing. Failing tests will be retained for 30-days. Laboratory testing does not include pickup and/ or delivery of samples to MTC's respective laboratory.

4. Comprehensive cost estimates and pricing are available upon request and may vary from this Exhibit A - Schedule of Charges. Scheduling and sequencing of a construction project are controlled by individuals and organizations not owned or operated by MTC, therefore if an Estimate of Fees is generated, it shall not guarantee a maximum cost to complete the services required and or requested to complete the construction project. The quantities included in our Estimate of Fees are based on construction documents and schedules made available to MTC at the time of the proposal.

5. The rates as stated in this Exhibit A - Schedule of Charges are applicable through the last day of the calendar year issued, unless otherwise contracted. The Terms and Conditions as outlined in the General Conditions for Construction Materials Engineering & Testing Services Agreement are incorporated herein by reference.

6. MTC will not issue a final inspection letter until all outstanding invoices for that project have been paid.

7. All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproducible and other work developed by MTC are instruments of service and as such remain the property of MTC.

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Subconsultant: Materials Testing & Consulting, Inc. (MTC)				
Discipline or Job Title	Hourly Rate	Overhead @ 159.33%	Profit @ 30.00%	Rate per Hour
<u>REGULAR TIME</u>				
Professional Engineer	\$38.46	\$61.28	\$11.54	\$111.28
Geotechnical Consultant	\$26.44	\$42.13	\$7.93	\$76.50
Technical Director	\$31.25	\$49.79	\$9.38	\$90.42
Project Manager	\$28.83	\$45.93	\$8.65	\$83.41
Engineering Technician				
Engineering Technician I	\$16.50	\$26.29	\$4.95	\$47.74
Engineering Technician II	\$20.50	\$32.66	\$6.15	\$59.31
Engineering Technician III	\$24.00	\$38.24	\$7.20	\$69.44
Special Inspector				
Special Inspector I	\$20.50	\$32.66	\$6.15	\$59.31
Special Inspector II	\$24.00	\$38.24	\$7.20	\$69.44
Special Inspector III/NDT	\$26.44	\$42.13	\$7.93	\$76.50
Discipline or Job Title	Hourly Rate	Overhead * @ 159.33%	Profit @ 30.00%	Rate per Hour
<u>OVERTIME</u>				
Professional Engineer	\$57.69	\$61.28	\$17.31	\$136.28
Geotechnical Consultant	\$39.66	\$42.13	\$11.90	\$93.68
Technical Director	\$46.88	\$49.79	\$14.06	\$110.73
Project Manager	\$43.25	\$45.93	\$12.97	\$102.15
Engineering Technician		\$0.00		
Engineering Technician I	\$24.75	\$26.29	\$7.43	\$58.46
Engineering Technician II	\$30.75	\$32.66	\$9.23	\$72.64
Engineering Technician III	\$36.00	\$38.24	\$10.80	\$85.04
Special Inspector				
Special Inspector I	\$30.75	\$32.66	\$9.23	\$72.64
Special Inspector II	\$36.00	\$38.24	\$10.80	\$85.04
Special Inspector III/NDT	\$39.66	\$42.13	\$11.90	\$93.68

*Overhead calculated based on regular time rate; overhead does not generally increase during OT.

Exhibit G-1

Project: City of Des Moines 2014-2015 On-Call Civil

Sub Consultant: True North

Direct Salary Cost (DSC):

[illegible]

Total DSC = \$

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of _____ % x \$ _____ = _____

Fixed Fee (FF):

FF Rate x DSC of _____ % x \$ _____ = _____

Reimbursables:

Itemized = _____

SubConsultant Total =

Grand Total =

Prepared By: _____

Date: _____

Exhibit G-2 Fee-Sub Specific Rate

City of Des Moines On-Call Agreement

True North Land Surveying, Inc.
815 South Weller, Suite 200
Seattle, WA 98104

Fully Burdened Billing Rates Table
January 1, 2014 - December 31, 2015

Effective January 1, 2014

CLASSIFICATION	FULLY BURDENED RATE RANGES	
	MIN	MAX
Principal	\$ 124.00	\$ 124.00
Project Surveyor	\$ 99.00	\$ 100.00
Party Chief	\$ 88.00	\$ 89.00
Instrument Person	\$ 59.00	\$ 60.00
Extra Field Person	\$ 59.00	\$ 60.00
1-Person Field Crew/GPS	\$ 114.00	\$ 115.00
Survey Office Tech	\$ 86.00	\$ 87.00
CAD Tech	\$ 86.00	\$ 87.00
Administrative Assistant	\$ 59.00	\$ 60.00

True North Land Surveying is a small firm that uses fully burdened billing rates, which include labor, overhead costs and profit.

The above billing rates do not include other direct costs (ODC's). Our ODC's typically include costs for: mileage (billed at the Internal Revenue Service approved rate), field supplies, and service providers such as utility locators, reprographics, and/or other specialized required services.

Rates for employees hired in the future shall be within the salary rate ranges listed above for the corresponding classification.

True North Land Surveying, Inc.
 815 S Weller St, Suite 200
 Seattle, WA 98104

The attached billing rates do not include other direct costs (ODC's). Our ODC's typically include costs for: mileage (billed at the IRS approved rate), field supplies, and service providers such as utility locators, reprographics, and/or other specialized required services. All ODC's are billed at cost.

ODC's

Typical Field Supplies:	SMALL HUBS (6-8")	\$	0.65 ea.
	MEDIUM HUBS (10"-12")	\$	0.80 ea.
	LONG HUBS (18-24")	\$	1.25 ea.
	2' LATH	\$	0.60 ea.
	4' LATH	\$	1.15 ea.
	LOT BOARDS	\$	2.30 ea.
	WHISKERS	\$	0.20 ea.
	SPIKES	\$	0.55 ea.
	NAILS	\$	0.20 ea.
	PAINT	\$	5.50 ea.
	PAINT STICKS	\$	3.20 ea.
	FLAGGING	\$	3.00 ea.
	WASHERS	\$	1.65 ea.
	REBAR/CAP	\$	5.75 ea.
	SMALL REF. TARGETS	\$	8.00 ea.
Mileage for Survey Van	Effective 1/2014	\$	0.560 per mi.
Utility Locate Service	(If required) At Cost	\$	80.00 per hr.
Reprographics	(If required) At Cost		
Misc. Professional Services	(If required) At Cost		

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: 2014 On-Call General Civil Engineering Services

Sub Consultant: Landau Associates, Inc.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Principal</u>		X	<u>\$67.69</u>	\$	<u>0.00</u>
<u>Associate/Sr. Associate</u>		X	<u>\$55.71</u>		<u>0.00</u>
<u>Senior</u>		X	<u>\$40.16</u>		<u>0.00</u>
<u>Senior Project</u>		X	<u>\$39.47</u>		<u>0.00</u>
<u>Project/Senior CAD</u>		X	<u>\$32.84</u>		<u>0.00</u>
<u>Senior Staff</u>		X	<u>\$28.27</u>		<u>0.00</u>
<u>Staff/Sr Tech II/CAD</u>		X	<u>\$26.05</u>		<u>0.00</u>
<u>Proj Coord/Assist/Sr Tech I</u>		X	<u>\$30.90</u>		<u>0.00</u>
<u>CAD/GIS Tech/Tech/Support</u>		X	<u>\$26.27</u>		<u>0.00</u>
			Total DSC	= \$	<u>0.00</u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 198.00 % x \$ 0.00 = 0.00

Fixed Fee (FF):

FF Rate x DSC of 30.00 % x \$ 0.00 = 0.00

Reimbursables:

Itemized =

SubConsultant Total = 0.00

Prime Mark-Up % X =

Grand Total =

Prepared By: Edward J. Heavey

Date: November 27, 2013

Exhibit G-2
Net Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

[illegible]

Exhibit G-3 Sub Overhead Cost

Dennis Hobbs

From: Jonson, Erik [JonsonE@wsdot.wa.gov]
Sent: Tuesday, September 10, 2013 2:09 PM
To: Dennis Hobbs
Cc: WSDOT Consultant Rates; Roach, Martha
Subject: Contract Negotiations - Y11420

Hi Dennis,

Thank you for taking a few minutes of your day to talk with me about contract negotiations for agreement Y-11420 – On Call Geotechnical Services.

I have been in contact with Martha Roach regarding the Landau indirect cost rate discussion/review and specifically the T. Wayne Owens CPA Audit recently performed for Landau.

Per our discussion, I am offering a provisional indirect cost rate of 198%, with the understanding Landau will submit their FYE 2013 CPA Audit (not yet completed) as part of completing the desk review process through WSDOT's Internal Audit Office. I understand the FYE is June 30 for Landau. With that in mind, we have agreed that the Landau CPA Audit will be submitted to Martha Roach not later than 180 days from June 30 – which means December 2013.

Upon successful completion of a desk review WSDOT and Landau will renegotiate to implement the new approved indirect cost rate. The new indirect cost rate would be applied from the point of approval forward, on current and future contracts.

I hope this offer enables everyone to move forward in a mutually beneficial way, quickly! Please feel free to contact me with any questions or concerns.

Best Regards,

Erik

Erik K. Jonson
Manager – Consultant Services
Voice 360/705-7106
Cell 360/239-9441
Email jonsonE@wsdot.wa.gov

WSDOT
310 Maple Park Ave, SE
Olympia, Washington 98501-2361
<http://www.wsdot.wa.gov/business/consulting>



Please consider the environment before printing this e-mail.

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____

Local Agency _____

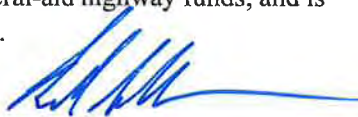
I hereby certify that I am Ronald G. Ohlsen and duly authorized representative of the firm of HDR Engineering, Inc. whose address is 626 Columbia Street NW Suite 2A, Olympia WA 98501 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

1/20/2014

Date



Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Des Moines, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): HDR Engineering, Inc.

1/20/2014

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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 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 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 such 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.

Consultant (Firm): HDR Engineering, Inc.

1/20/2014

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of 2014-2015 On-Call Civil Engineering Services are accurate, complete, and current as of Nov. 25, 2013 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm HDR Engineering Inc.



Name Ronald G. Ohlsen

Title Senior Vice President

Date of Execution*** Dec. 30, 2013

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone HDR Engineering, Inc. 626 Columbia Street NW Suite 2A Olympia, WA 98501-1099
Agreement Number	Project Title And Work Description City of Des Moines 2012-2013 On-Call Civil Engineering Services
Federal Aid Number	
Local Agency City of Des Moines	

THIS AGREEMENT, made and entered into this _____ day of _____,
between the Local Agency of _____ City of Des Moines _____, Washington, hereinafter called the
"AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first
above written.

CONSULTANT

LOCAL AGENCY

By  _____

By _____

Consultant HDR Engineering, Inc.

Agency _____

By _____

By _____

Consultant _____

Agency _____

By _____

Agency _____

By _____

Agency _____

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or its employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  By _____

Consultant KPFF Consulting Engrs Agency _____

Exhibit "A-1"
Scope of Work
2014-2015 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPFF Consulting Engineers (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. KPFF Consulting Engineers agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1, 2014 through December 31, 2015. KPFF Consulting Engineers will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31, 2015, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31, 2016. No new work shall be authorized after December 31, 2015 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D-2, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit E for the life of this Agreement. Overhead calculations are included in Appendix F, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).

- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).
- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in **Exhibit A-2**. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear

communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. As outlined in Exhibit A-1
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.



Disadvantaged Business Enterprise Utilization Certification

(Optional - Use only when DBE Consultant is Utilized)

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. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

certifies that the Disadvantaged Business Enterprise

Name of Bidder

(DBE) 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.)

Name of DBE Certificate Number	Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1. Casseday Consulting Certificate # D2F9821042	Subcontractor	Traffic engineering	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ _____

* 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 "Counting 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.



**STATE OF WASHINGTON
OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES
210 11TH AVENUE SW, SUITE 401 * PO BOX 41160 * OLYMPIA, WASHINGTON 98504-1160
(360) 664-9750 * TOLL FREE 1-866-208-1064 * FAX (360) 586-7079**

August 16, 2013

KATHERINE GAY CASSEDAY
9726 NE 138TH PLACE
Kirkland, WA 98034

File Number: **21042**

Dear Ms. Casseday,

Thank you for submitting the Annual Update packet. The forms have been reviewed and the Office has determined your firm remains in compliance with Title 49 Code of Federal Regulation (CFR), Part 26. The firm remains certified as a Disadvantaged Business Enterprise under the federal program.

The firm's certification number is D2F9821042.

Please attach this letter to your current certification letter as proof of continued compliance with Title 49 Code of Federal Regulation (CFR), Part 26.

If you have any questions or need assistance, please do not hesitate to contact this office at 360-664-9750.

Sincerely,
Leslie Ling
Certification Analyst

CC: Certification Supervisor, OMWBE
John Huff, Washington State Department of Transportation
Olga Peterman, Washington State Department of Transportation



STATE OF WASHINGTON
OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

210 11TH AVENUE SW, SUITE 401 • PO BOX 41160 • OLYMPIA, WASHINGTON 98504-1160
(360) 664-9750 • TOLL FREE 1-866-208-1064 • FAX (360) 586-7079

May 09, 2013

KATHERINE CASSEDAY
CASSEDAY CONSULTING
9726 NE 138TH PLACE
KIRKLAND, WA 98034-1808

Certification Identification Number: D2F9821042

Dear Business Owner:

Congratulations! Your business has been recertified as a Women's Business Enterprise (WBE) for the State program. Its certification anniversary date is December 16, 2015. The firm's certification is based on the following:

Business Description:

TRAFFIC ENGINEERING CONSULTING SERVICES FOR STUDIES, PRE-DESIGN
DEVELOPMENT AND DESIGN OF TRAFFIC AND TRANSPORTATION

Primary North American Industry Classification System (NAICS) Code:
541330 - TRAFFIC ENGINEERING CONSULTING SERVICES

Other NAICS codes:
None

The state program requires the firm be reviewed for recertification every three years from its anniversary date. OMWBE will send the necessary forms for you to complete approximately sixty (60) days prior to their due date. If the forms are timely submitted, the firm will remain certified pending completion of OMWBE's review. Failure to timely submit the forms may result in the firm being decertified.

The state program requires the firm to notify OMWBE in writing of any changes in its ownership, control, size or activities, and provide supporting documentation describing the change(s). This information must be submitted within thirty (30) days of the change(s).



If you have any questions or need assistance, please do not hesitate to contact this office at (360) 664-9750.

Sincerely,

A handwritten signature in black ink, appearing to be 'L. Ling', written over the printed name.

Leslie Ling
Certification Analyst

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1
Consultant Fee Determination - Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: City of Des Moines 2014-2015 On-Call Civil Engineering Services

Direct Salary Cost (DSC):

Classification	Man Hours		Rate	=	Cost
Principal	0	x	\$ 66.11	=	\$ -
Project Manager	0	x	\$ 48.47	=	\$ -
Senior Engineer	0	x	\$ 41.54	=	\$ -
Design Engineer	0	x	\$ 35.95	=	\$ -
Drafter	0	x	\$ 34.33	=	\$ -
Project Coordinator	0	x	\$ 26.25	=	\$ -
Administration	0	x	\$ 16.00	=	\$ -
Total DSC =					\$ -

Overhead (OH Cost - including Salary Additives):

OH Rate x DSC of 145.49% x \$ - \$ -

Fixed Fee (FF):

FF Rate x DSC of 30% x \$ - \$ -

Reimbursables:

Itemized	\$ -
Itemized	\$ -
Itemized	\$ -
Itemized	\$ -
Itemized	\$ -

Subtotal (Consultant Total):

\$ -

Subconsultant Costs (See Exhibit G):

\$ -

Grand Total

\$ -

Prepared By: _____ Date: _____

[illegible]



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

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

February 21, 2012

Molly Wilcox, VP Finance
KPFF Inc.
1601 Fifth Avenue, Suite 1600
Seattle, WA 98101-3665



RE: KPFF Inc. Overhead Schedules
Fiscal Year End April 30, 2010

Dear Ms. Wilcox:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by KPFF.

The schedule was audited by the CPA firm Clark Nuber for compliance with Part 31 of the Federal Acquisition Regulations. Clark Nuber accepted an overhead rate for the year ended April 30, 2010, at 145.16% of direct labor.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of KPFF's accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing KPFF's Company Wide overhead rate for the fiscal year ending April 30, 2010, at 145.16% of direct labor. Within the company wide rate of 145.16% is the Field rate of 110.67% and the Home rate of 145.49% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

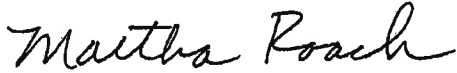
Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Ms. Wilcox
February 21, 2012
Page 2

If you, or any representatives of KPFF, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosure

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
Phil Segami, MS NB82-121
File

KPFF, INC. AND SUBSIDIARY

**Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead
For the Fiscal Year Ended April 30, 2010**

Classification	Financial Statements for the Year Ended April 30, 2010	Adjustments	Ref	Total Proposed	Allocations (A & B)	
					Home Office Costs	Field Office Costs
1 Direct Labor Base	\$ 34,925,361	\$ 57,032	C.	\$ 34,982,393	\$ 34,656,410	\$ 325,983
Fringe Benefits						
2 Payroll taxes	4,818,743	(64,882)	D.	4,753,861	4,709,562	44,299
3 Group insurance	4,374,297			4,374,297	4,333,535	40,762
4 Vacation, holiday and sick pay	5,712,882			5,712,882	5,659,647	53,235
Total Fringe Benefits	14,905,922	(64,882)		14,841,040	14,702,744	138,296
General Overhead						
5 Indirect labor	12,529,532	(557,841)	C., E.	11,971,691	11,860,133	111,558
6 Bonuses and severance pay	11,550,232	(3,000,000)	F.	8,550,232	8,470,557	79,675
7 Ops - nonchargeable	624,327	(373,359)	E.	250,968	248,629	2,339
8 Blueprinting and duplicating	256,466	(119,601)	G.	136,865	136,538	327
9 Rent	8,153,951	(208,251)	H.	7,945,700	7,945,700	
10 Repairs and maintenance	196,694			196,694	196,694	
11 City and state business tax	868,238	(44,700)	I.	823,538	815,864	7,674
12 Depreciation	1,239,287			1,239,287	1,239,287	
13 Other taxes and licenses	179,188	3,563	I.	182,751	182,314	437
14 Insurance, other than life	785,993	(31,716)	I.	754,277	747,248	7,029
15 Clerical supplies	448,518	(83,358)	J., K.	365,160	364,286	874
16 Drafting supplies and postage	359,342	(68,936)	J.	290,406	289,711	695
17 Telephone	505,689	(2,009)	J.	503,680	502,475	1,205
18 Professional dues, fees books and conferences	589,574	(195,816)	J., L.	393,758	390,089	3,669
19 Car	772,257	(214,805)	J., M.	557,452	556,118	1,334
20 Travel - Promotional	664,204	(664,204)	J., N.			
21 Travel - Other	139,195			139,195	138,862	333
22 Legal	1,097,438	(993,723)	O.	103,715	103,467	248
23 Accounting	211,966	(126,060)	P.	85,906	85,105	801
24 Employee morale and meals	582,783	(517,945)	Q.	64,838	64,234	604
25 Moving	39,091	(27,400)	J.	11,691	11,663	28
26 School	50,388			50,388	49,918	470
27 Personnel procurement	57,990	(26,622)	Q.	31,368	31,293	75
28 Miscellaneous job fixes	116,577	(116,577)	G.			
29 Contributions	180,723	(180,723)	R.			
30 Computer	1,128,368	(1,200)	G.	1,127,168	1,124,471	2,697
31 Promotional and other entertainment	160,593	(160,593)	Q.			
Total General Overhead	43,488,604	(7,711,876)		35,776,728	35,554,656	222,072
Total Fringe Benefits and General Overhead	58,394,526	(7,776,758)		50,617,768	50,257,400	360,368
32 Facilities Cost of Money (FCCM)		163,585	S.	163,585	163,194	391
Total Overhead with FCCM	\$ 58,394,526	\$ (7,613,173)		\$ 50,781,353	\$ 50,420,594	\$ 360,759
Overhead Rate	167.20%	-22.04%		145.16%	145.49%	110.67%

See accompanying notes.

CLARK NUBER

10900 NE 4th Street
Suite 1700
Bellevue WA 98004
tel 425 454 4919
fax 425 454 4620
800 504 8747
clarknuber.com

Independent Auditors' Report

*To the Board of Directors
KPFF, Inc.
Seattle, Washington*

Certified Public
Accountants
and Consultants

We have audited the accompanying Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead (hereafter referred to as "overhead schedule" or "the Schedule") of KPFF, Inc. and Subsidiary (collectively, the Company) for the fiscal year ended April 30, 2010. The Schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on the Schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the Schedule. We believe that our audit provides a reasonable basis for our opinion.

The accompanying overhead schedule was prepared on a basis of accounting practices prescribed by Part 31 of the *Federal Acquisition Regulation (FAR)* and certain other Federal and State regulations as discussed in Note 2, and is not intended to be a presentation in conformity with generally accepted accounting principles.

In our opinion, the overhead schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits and general overhead of the Company for the fiscal year ended April 30, 2010, on the basis of accounting described in Note 2.

In accordance with *Government Auditing Standards*, we have also issued our report dated July 20, 2011, on our consideration of the Company's internal control over financial reporting and on our tests of its compliance with certain provisions of laws and regulations. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

This report is intended solely for the information and use of the Company's Board of Directors, management, others within the entity, and government agencies or other customers related to contracts employing cost principles of the Federal Acquisition Regulation and is not intended to be and should not be used by anyone other than these specified parties.

Clark Nuber P.S.

Certified Public Accountants
July 20, 2011

KPFF, INC. AND SUBSIDIARY

Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead For the Fiscal Year Ended April 30, 2010

Classification	Financial Statements for the Year Ended April 30, 2010	Adjustments	Ref	Total Proposed	Allocations (A & B)	
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Total General Overhead	43,488,604	(7,711,876)		35,776,728	35,554,656	222,072
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Total Overhead with FCCM	\$ 58,394,526	\$ (7,613,173)		\$ 50,781,353	\$ 50,420,594	\$ 360,759
Overhead Rate	167.20%	-22.04%		145.16%	145.49%	110.67%

See accompanying notes.

KPFF, INC. AND SUBSIDIARY

Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead (Continued)
For the Fiscal Year Ended April 30, 2010

References

- A. Allocation A = Direct Field Labor / Total Direct Labor = $\$325,983 / \$34,982,393 = 0.9318\%$.
 - B. Allocation B = (Indirect Labor x Allocation A) / (Home Office Direct Labor + Indirect Labor) = $(\$11,971,691 \times 0.9318\%) / (\$34,656,410 + \$11,971,691) = 0.2393\%$.
 - C. Adjustment for uncompensated overtime for principals per 48 CFR 31.202. Total uncompensated overtime was \$130,247, with \$57,032 allocated to direct labor based on utilization percentages for individuals incurring overtime hours. AASHTO Audit and Accounting Guide, Chapter 5.
 - D. Fringe benefits directly associated with indirect labor deemed unallowable per 48 CFR 31.201-6(e)(2).
 - E. Unallowable marketing activities per 48 CFR 31.205-1, 14, 38 and 41; unallowable executive compensation per 48 CFR 31.205-6(a)(1)(A)(B).
 - F. Unallowable bonuses per 48 CFR 31.205-6(f).
 - G. Unallowable directly associated project costs per 48 CFR 31.201-6.
 - H. Allocable rent credit per 48 CFR 31.201-1.
 - I. Expenses not allocable to current accounting period per 48 CFR 31.201-2 (c).
 - J. Unallowable expenses due to lack of sufficient supporting documentation per 48 CFR 31.201-4.
 - K. Unallowable marketing activities per 48 CFR 31.205-1.
 - L. Unallowable sponsorships and trade show costs per 48 CFR 31.205-1(f).
 - M. Unallowable personal use of company vehicles per 48 CFR 31.205-6(m)(2); unallowable mileage per 48 CFR 31.201-4.
 - N. Unallowable expenses due to promotional nature of cost per 48 CFR 31.201-3, and additional unallowable costs due to insufficient supporting documentation per 48 CFR 31.201-2(d).
 - O. Legal settlements unallowable per 48 CFR 31.205-47; Direct project costs unallowable per 48 CFR 31.202(a); legal costs incurred with lawsuit defense related to contract performance issues per 48 CFR 31.205-47 (f)(5)(A).
 - P. Disallowed costs for accounting services pertaining to federal income taxes and for audit of Company-sponsored retirement benefit plan.
 - Q. Unallowable local meals and entertainment per 48 CFR 31.205-14; unallowable alcohol per 48 CFR 31.205-51.
 - R. Unallowable donations per 48 CFR 31.205-8; allowed cost of participation in community service under 31.205-1(e)(3).
 - S. Cost of money adjustment per 48 CFR 31.205-10(a).
- See accompanying notes.*

Exhibit G Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

GeoEngineers _____

ESA _____

Casseday Consulting _____

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: City of Des Moines 2014-2015 On-Call Civil Engineering Services

Sub Consultant: GeoEngineers

Direct Salary Cost (DSC):

Classification	Man Hours		Rate	=	Cost
Senior Principal	0	x	\$ 98.44		\$ -
Principal	0	x	\$ 81.53		\$ -
Associate	0	x	\$ 65.12		\$ -
Senior Engineer / Scientis	0	x	\$ 53.01		\$ -
Project Engineer/Scientist	0	x	\$ 42.30		\$ -
Engineer/Scientist 3	0	x	\$ 34.59		\$ -
Engineer/Scientist 2	0	x	\$ 31.55		\$ -
Engineer/Scientist 1	0	x	\$ 28.28		\$ -
CAD Designer	0	x	\$ 32.21		\$ -
Lead Technician	0	x	\$ 27.11		\$ -
Senior Technician	0	x	\$ 27.02		\$ -
Technician	0	x	\$ 18.38		\$ -
Administrator 1	0	x	\$ 20.01		\$ -
Administrator 2	0	x	\$ 44.63		\$ -
Administrator 3	0	x	\$ 24.03		\$ -
Total DSC =					\$ -

Overhead (OH Cost - including Salary Additives):

OH Rate x DSC of 213.73% x \$ - \$ -

Fixed Fee (FF):

FF Rate x DSC of 30% x \$ - \$ -

Reimbursables:

Itemized	\$ -
Itemized	\$ -
Itemized	\$ -
Itemized	\$ -
Itemized	\$ -

SubConsultant Total \$ -

Prepared By: _____ Date: _____

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: City of Des Moines 2014-2015 On-Call Civil Engineering Services

Sub Consultant: ESA

Direct Salary Cost (DSC):

Clasification	Man Hours		Rate	=	Cost
Senior Director	0	x	\$ 75.00		\$ -
Director	0	x	\$ 70.00		\$ -
Senior Managing Associa	0	x	\$ 55.00		\$ -
Managing Associate	0	x	\$ 44.00		\$ -
Technical Associate	0	x	\$ 42.00		\$ -
Senior Associate II	0	x	\$ 37.00		\$ -
Senior Associate I	0	x	\$ 36.00		\$ -
Associate III	0	x	\$ 34.00		\$ -
Associate II	0	x	\$ 30.00		\$ -
Associate I	0	x	\$ 26.00		\$ -
GIS Analyst	0	x	\$ 29.00		\$ -
Graphic Artist	0	x	\$ 31.00		\$ -
Senior Administrative	0	x	\$ 33.00		\$ -
Administrative	0	x	\$ 27.00		\$ -
Clerical	0	x	\$ 22.00		\$ -
Total DSC =					\$ -

Overhead (OH Cost - including Salary Additives):

OH Rate x DSC of	206.48%	x	\$ -	\$ -
------------------	---------	---	------	------

Fixed Fee (FF):

FF Rate x DSC of	30%	x	\$ -	\$ -
------------------	-----	---	------	------

Reimbursables:

Itemized	\$ -
Itemized	\$ -
Itemized	\$ -
Itemized	\$ -
Itemized	\$ -

SubConsultant Total	\$ -
----------------------------	-------------

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: City of Des Moines 2014-2015 On-Call Civil Engineering Services

Sub Consultant: Casseday Consulting (Katherine G. Casseday)

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	<u>2014-2015 Range Rate</u>	<u>=</u>	<u>Cost</u>
<u>Principal Traffic Engr</u>	<u>X</u>	<u>\$165.-⁺175</u>	<u>\$</u>	<u></u>
<u>Traffic Analyst</u>	<u>X</u>	<u>\$90.-95</u>		
	<u>X</u>			
<u>All inclusive hourly rate</u>				
	<u>X</u>			
	<u>X</u>			
	<u>X</u>			
	<u>X</u>			
	<u>X</u>			
Total DSC =				\$ <u></u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of N/A % x \$ =

Fixed Fee (FF):

FF Rate x DSC of N/A ~~30%~~ % x \$ = 0

Reimbursables:

Itemized =

SubConsultant Total

= 0

Prepared By:

Katherine G. Casseday

Date:

12/10/2013

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Project: City of Des Moines 2014-2015 On-Call Civil Engineering Services

Sub Consultant: GeoEngineers

Discipline or Job Title	Hourly Rate	Overhead @ 213.73%	Profit @ 30%	Rate Per Hour
Senior Principal	\$ 98.44	\$ 210.40	\$ 29.53	\$ 338.37
Principal	\$ 81.53	\$ 174.25	\$ 24.46	\$ 280.24
Associate	\$ 65.12	\$ 139.18	\$ 19.54	\$ 223.84
Senior Engineer / Scientist	\$ 53.01	\$ 113.30	\$ 15.90	\$ 182.21
Project Engineer/Scientist	\$ 42.30	\$ 90.41	\$ 12.69	\$ 145.40
Engineer/Scientist 3	\$ 34.59	\$ 73.93	\$ 10.38	\$ 118.90
Engineer/Scientist 2	\$ 31.55	\$ 67.43	\$ 9.47	\$ 108.45
Engineer/Scientist 1	\$ 28.28	\$ 60.44	\$ 8.48	\$ 97.21
CAD Designer	\$ 32.21	\$ 68.84	\$ 9.66	\$ 110.72
Lead Technician	\$ 27.11	\$ 57.94	\$ 8.13	\$ 93.19
Senior Technician	\$ 27.02	\$ 57.75	\$ 8.11	\$ 92.88
Technician	\$ 18.38	\$ 39.28	\$ 5.51	\$ 63.18
Administrator 1	\$ 20.01	\$ 42.77	\$ 6.00	\$ 68.78
Administrator 2	\$ 44.63	\$ 95.39	\$ 13.39	\$ 153.41
Administrator 3	\$ 24.03	\$ 51.36	\$ 7.21	\$ 82.60

Invoiced labor rates may be less than the Low rate shown but may not exceed the NTE Rate

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Project: City of Des Moines 2014-2015 On-Call Civil Engineering Services

Sub Consultant: ESA

Discipline or Job Title	Hourly Rate	Overhead @ 206.48%	Profit @ 30%	Rate Per Hour
Senior Director	\$ 75.00	\$ 154.86	\$ 22.50	\$ 252.36
Director	\$ 70.00	\$ 144.54	\$ 21.00	\$ 235.54
Senior Managing Associate	\$ 55.00	\$ 113.56	\$ 16.50	\$ 185.06
Managing Associate	\$ 44.00	\$ 90.85	\$ 13.20	\$ 148.05
Technical Associate	\$ 42.00	\$ 86.72	\$ 12.60	\$ 141.32
Senior Associate II	\$ 37.00	\$ 76.40	\$ 11.10	\$ 124.50
Senior Associate I	\$ 36.00	\$ 74.33	\$ 10.80	\$ 121.13
Associate III	\$ 34.00	\$ 70.20	\$ 10.20	\$ 114.40
Associate II	\$ 30.00	\$ 61.94	\$ 9.00	\$ 100.94
Associate I	\$ 26.00	\$ 53.68	\$ 7.80	\$ 87.48
GIS Analyst	\$ 29.00	\$ 59.88	\$ 8.70	\$ 97.58
Graphic Artist	\$ 31.00	\$ 64.01	\$ 9.30	\$ 104.31
Senior Administrative	\$ 33.00	\$ 68.14	\$ 9.90	\$ 111.04
Administrative	\$ 27.00	\$ 55.75	\$ 8.10	\$ 90.85
Clerical	\$ 22.00	\$ 45.43	\$ 6.60	\$ 74.03

Invoiced costs may be less than the Low hourly rate shown per job classification, but may not exceed the NTE rate.

Billing Multiplier = 1.0 x direct salary cost + x direct salary cost + x direct salary cost = 1 x direct salary cost

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule **2014-2015**

Subconsultant <i>Casseday Consulting (Katherine G Casseday)</i>				
Discipline or Job Title	Hourly Rate	Overhead @ _____ %	Profit @ 30 %	Rate Per Hour
<i>Principal Traffic Engineer</i>	<i>\$165-\$175</i>			<i>\$165-175</i>
			0	0
<i>Traffic Analyst</i>	<i>\$90-\$95</i>			<i>\$90-\$95</i>
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
<i>Katherine G. Casseday</i>	<i>12/10/2013</i>		0	0
			0	0
			0	0



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

September 19, 2013

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

Michael C. McGranahan, Corporate Financial Manager
GeoEngineers, Inc.
8410 154th Ave NE
Redmond, WA 98052-3800

Re: GeoEngineers, Inc. Indirect Cost Rate Schedule
Fiscal Year End December 31, 2012

Dear Mr. McGranahan:

We are accepting the Indirect Cost Rate for FYE December 31, 2012, as prepared by GeoEngineers, Inc.

Based on our risk assessment for this firm, we are issuing this letter of review establishing GeoEngineers, Inc. Indirect Cost Rate for the fiscal year ending December 31, 2012, at 213.73% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

If you, or any representatives of GeoEngineers, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Certification of Final Indirect Costs

Firm Name: GeoEngineers, Inc.

Indirect Cost Rate Proposal: 213.73%

Date of Proposal Preparation (mm/dd/yyyy): 09/18/2013

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012 to 12/31/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Carrie Rorem

Title: CFO

Date of Certification (mm/dd/yyyy): 09/18/2013

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

GeoEngineers, INC.
Indirect Cost Rate Schedule
For year end December 31, 2012

Key	Total I/S Costs	Adjustments To Reported	Reference For Adjustments	Allowable Costs	% of Direct Labor	FAR Reference
Direct Labor	<u>\$ 11,253,896</u>	\$ 13,541	V	<u>\$ 11,267,437</u>	100%	22.101
Indirect Cost						
Fringe Benefits						
1 Payroll Taxes	\$ 1,857,611	\$ (144,572)	A	\$ 1,713,039	15.20%	31.205-6, 41
2 Group Insurance	2,211,088	0		2,211,088	19.62%	31.205-6
3 Worker's Compensation	128,740	0		128,740	1.14%	31.205-6
4 Vacation, Holiday and Sick Pay	2,608,466	0		2,608,466	23.15%	31.205-6
5 Profit Sharing and 401(k) Contributions	701,611	0		701,611	6.23%	31.205-6
6 Bonuses and Severance	2,313,549	(797,069)	B	1,516,479	13.46%	31.205-6
Total Fringe Benefits	<u>\$ 9,821,064</u>	<u>\$ (941,641)</u>		<u>\$ 8,879,423</u>	<u>78.81%</u>	
General Overhead						
7 Non-Billable Labor	\$ 4,436,480			\$ 4,436,479.6	39.37%	31.205-6, 44
8 Bid & Proposal Labor	954,143			954,143	8.47%	31.205-18
9 Direct Selling Labor	2,382,089	\$ (335,178)	C	2,046,880	18.17%	31.205-1, 38
10 Office Rent & Maintenance	2,404,086	(157,564)	D	2,246,532	19.94%	31.205-36
11 Telecommunications	425,725	(739)	E	424,986	3.77%	31.201-1, 2, 3
12 Bus, Taxes & Other than Federal	647,193	(6,781)	F	640,433	5.68%	31.205-41
13 Stationery and Supplies	257,406	(2,455)	G	254,952	2.26%	31.205-13, 43
14 Administrative Travel	553,291	(180,606)	H	372,684	3.31%	31.205-46
15 Professional Dues, Meetings & Proposals	415,493	(88,597)	I	326,896	2.90%	31.205-18, 43, 46
16 Depreciation	432,322	(13,484)	J	418,838	3.72%	31.205-11
17 Equipment Rental & Maintenance	293,507			293,507	2.60%	31.205-38
18 Bad Debt	106,608	(106,608)	K		0.00%	31.205-3
19 Professional Consultants	637,465	(75,335)	L	562,130	4.99%	31.205-33
20 Business Development/Marketing and Proposals	370,250	(271,218)	M	99,033	0.88%	31.205-14, 18, 38, 48
21 Field and Laboratory Supplies	154,468	21,167	N	175,635	1.56%	31.205-13, 28
22 Insurance	1,571,311	(868,528)	O	702,782	6.24%	31.205-19
23 Computer Maintenance and Software	975,850			975,850	8.66%	31.201-1, 2, 3
24 Recruiting and Relocation	392,975	(158,005)	P	234,969	2.09%	31.205-34
25 Amortization of Goodwill	24,789	(24,789)	Q		0.00%	31.205-49
26 Contributions	36,387	(36,387)	R		0.00%	31.205-8
27 Fines/Penalties/Unallowable	5,951	(5,951)	S		0.00%	31.205-15
28 Computer Technology Offset	(1,288,442)	1,288,442	T		0.00%	31.205-26
Total General Overhead	<u>\$ 16,189,338</u>	<u>\$ (1,022,596)</u>		<u>\$ 15,166,741</u>	<u>134.61%</u>	
Total Indirect Costs	<u>\$ 26,010,402</u>	<u>\$ (1,964,238)</u>		<u>\$ 24,046,164</u>	<u>213.41%</u>	
29 Facilities Capital Cost of Money		\$ 35,706	U	\$ 35,706	0.32%	31.205-10(a)
Indirect Cost Rate (Includes FCC)				<u>\$ 24,081,870</u>	<u>213.73%</u>	

GeoEngineers - Accepted 09/19/13 MJP
"Overhead Rate still subject to WSDOT Audit"

References

GeoEngineers Adjustments

- A Fringe benefits associated with labor deemed unallowable per 48 CFR 31.201-8(e)(2), in the amount of \$144,572.
- B Unallowable bonuses per 48 CFR 31.205-8(f), in the amount of \$753,566.
- C Unallowable marketing activities per 48 CFR 31.205-1, 14, 38 and 41, in the amount of \$335,178.
- D Idle facilities unallowable per 48 CFR 31.205-17, in the amount of \$149,809; Direct project costs unallowable per 48 CFR 31.202(a), in the amount of \$3,554.
- E Idle facilities unallowable per 48 CFR 31.205-17, in the amount of \$739.
- F Expenses associated with collection unallowable per 48 CFR 31.205-33, in the amount of \$6,761.
- G Costs not applicable to 2012 per 48 CFR 31.204(a), in the amount of \$2,455.
- H Vehicle costs unallowable per 48 CFR 31.201-2(d), in the amount of \$180,188; Direct project costs unallowable per 48 CFR 31.202(a), in the amount of \$2,504; Excess per-diem unallowable per 48 CFR 31.205-46, in the amount of \$4,744; Marketing costs unallowable per 48 CFR 31.205-1, 14, 38 and 41, in the amount of \$8,287; Memberships in Civic Organizations unallowable per 48 CFR 31.205-1(f)(7), in the amount of \$1,209; Cost is not reasonable per 48 CFR 31.201-2(a)(1), in the amount of \$5,106; Trade show expenses unallowable per 48 CFR 31.205-1(f)(2), in the amount of \$536.
- I Dues to social clubs unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; Lobbying unallowable per 48 CFR 31.205-22, in the amount of \$10,346; Memberships in civic and community organizations unallowable and Marketing costs unallowable per 48 CFR 31.205-1, 14, 38, 41, in the amount of \$78,251.
- J Depreciation related to Idle facilities unallowable per 48 CFR 31.205-17, in the amount of \$8,715; Depreciation on vehicles unallowable per 48 CFR 31.201-2(d), in the amount of \$4,769.
- K Bad debts unallowable per 48 CFR 31.205-3, in the amount of \$106,608.
- L Legal costs incurred with lawsuit defense unallowable per 48 CFR 31.205-47 (f) (5)(A), in the amount of \$25,000; Direct project costs unallowable per 48 CFR 31.202(a), in the amount of \$5,037; Acquisition and Organization costs unallowable per 48 CFR 31.205-27(a),

GeoEngineers, INC.
Indirect Cost Rate Schedule
For year end December 31, 2012

in the amount of \$30,776; Expenses associated with collection unallowable per 48 CFR 31205-33, in the amount of \$5,929; Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38, in the amount of \$8,594.

M Vehicle allowance unallowable per 48 CFR 31.205-6(m)(2), in the amount of \$24,684; Entertainment unallowable per 48 CFR 31.205-14, in the amount of \$48,268; Trade show expenses unallowable per 48 CFR 31.205-1(f)(2), in the amount of \$9,776; Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38, in the amount of \$173,698; Advertising unallowable per 48 CFR 31.205-38(b)(1), in the amount of \$14,792.

N Allowable field equipment costs per 48 CFR 31.203(d), in the amount of \$21,167

O Unallowable key person life insurance per 48 CFR 31.205-19(e)(2)(v), in the amount of \$33,609.

P Local meals unallowable per CFR 31.205-14, in the amount of \$126,297; Imprinted Clothing unallowable per 48 CFR 31.205-1(d), in the amount of \$11,757; Contributions unallowable per 48 CFR 31.205-8, in the amount of \$10,939; Alcoholic beverages unallowable per 48 CFR 31.205.51, in the amount of \$1,066; Memberships in dining organizations unallowable per 48 CFR 31.205.14, in the amount of \$3,900; Marketing costs unallowable per 48 CFE 31.205-1, 14, 38 and 41, in the amount of \$2,807

Q Goodwill and intangible asset amortization unallowable per 48 CFR 31.205-11,205-48, in the amount of 24,789.

R Contributions unallowable per 48 CFR 31.205-8, in the amount of \$36,387.

S Penalties unallowable per CFR 31.205-15(a), in the amount of \$5,951.

T Allowable computer technology costs per 48 CFR 31.203(d), in the amount of \$1,288,442.

U Costs of money adjustment per 48 CFR 31.205-10(a), in the amount of \$35,708.

V Uplift Pay directly associated with Projects 48 CFR 31.202



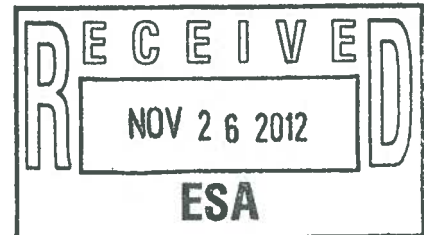
**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

November 14, 2012

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

Jean Chen, Controller
Environmental Science Associates
550 Kearny St., #800
San Francisco, CA 94108-2512



Re: Environmental Science Associates Overhead Schedule
Fiscal Year End December 31, 2011

Dear Ms. Chen:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Environmental Science Associates. The schedule was audited by Gusman and Associates for compliance with Part 31 of the Federal Acquisition Regulations.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Environmental Science Associates accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Environmental Science Associates overhead rate for the fiscal year ending December 31, 2011, at 206.48% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's overhead schedule to our office or to your CPA firm, please submit either your internally prepared *Compensation Analysis*, or the *National Compensation Matrix* (NCM) worksheet.

Ms. Chen
November 14, 2012
Page 2

If you, or any representatives of Environmental Science Associates, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in black ink that reads "Martha Roach". The signature is fluid and cursive, with the first name "Martha" being more prominent than the last name "Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

ENVIRONMENTAL SCIENCE ASSOCIATES

Overhead Schedule

For the Year Ended December 31, 2011

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$ 11,748,695</u>				<u>\$ 11,748,695</u>	100.00%
Fringe Benefits:						
Indirect - Other compensation	\$ 5,437				\$5,437	0.05%
Stock Options Compensation	171,137				171,137	1.46%
Employee Bonus	252,796		(110,500)	AD	142,296	1.21%
Vacation Expense	1,472,599				1,472,599	12.53%
Sick Leave	557,897				557,897	4.75%
Holiday	695,864				695,864	5.92%
Personal	16,316				16,316	0.14%
Jury Duty	13,914				13,914	0.12%
Severance/Retro	49,358		(23,068)	AE	26,290	3.78%
Commuter Checks	32,480				32,480	0.28%
Bereavement Leave	17,204				17,204	0.15%
Fringe Benefits - In Lieu of Ins	41,805				41,805	0.36%
Health Insurance	1,681,662				1,681,662	14.31%
Vision insurance	19,935				19,935	0.17%
Dental Insurance	182,204				182,204	1.55%
Life Insurance	98,931				98,931	0.84%
Workers Comp Insurance	222,441				222,441	1.89%
Misc Employee Benefits	79,706				79,706	0.68%
Social Security Tax	1,715,178				1,715,178	14.60%
Unemployment Tax (UCI) - NM	159,779				159,779	1.36%
FED Unemployment Tax	19,173				19,173	0.16%
City Tax	1,800				1,800	0.02%
401(K) Company Match	315,266				315,266	2.68%
PBP Program/Incentive Compensation	1,426,406				1,426,406	12.14%
ESOP Contribution	757,578				757,578	6.45%
Fringe Benefit adjustment		(113,977)		AC	(113,977)	-0.97%
Total Fringe Benefits	<u>\$ 10,006,866</u>	<u>\$ (113,977)</u>	<u>\$ (133,568)</u>		<u>\$ 9,759,321</u>	83.07%
General Overhead:						
Indirect Labor Expense	\$ 8,886,585	\$ (235,034)		B, R, Z	\$ 8,651,551	73.64%
Rent	2,632,548				2,632,548	22.41%
Office Supplies	213,779	(964)		B	212,815	1.81%
Materials	15,864	(15,864)		B	0	0.00%
Computer Supplies / Equipment	74,749				74,749	0.64%
Office Equipment	30,115				30,115	0.26%
Equipment Maintenance	242,778				242,778	2.07%
Software Maintenance	186,154				186,154	1.58%
Equipment Rental	88,708				88,708	0.76%
Telephone	603,746				603,746	5.14%
Postage	127,034	(948)		B	126,086	1.07%
Marketing Supplies & Services	45,394	(45,394)		B	0	0.00%
Advertising & Promotions	20,443	(20,443)		A	0	0.00%
Education/Training	145,872				145,872	1.24%
Conference / Meetings	134,332	(84,891)		B	49,441	0.42%
Dues / Subscriptions	116,847				116,847	0.99%
Recruiting & Relocation	80,334	(55,400)		C	24,934	0.21%
Airfare	156,317	(20,802)		B	135,515	1.15%
Other Travel & Subsistence	692,285	(295,075)		B, D, E, F,N,Y	397,210	3.38%
Unallowable Entertainment/Alcoholic	27,327	(27,327)		B, D,F,Y	0	0.00%
Employee Relations	97,260	(97,260)		B, D, F,Y,Q,A	0	0.00%

ENVIRONMENTAL SCIENCE ASSOCIATES

Overhead Schedule

For the Year Ended December 31, 2011

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Legal & Accounting Fees	220,723	(32,745)	(250)	U, V, AG	187,728	1.60%
Insurance	326,937				326,937	2.78%
Outside Consultants	224,212	(30,629)		B	193,583	1.65%
Business taxes and Licenses	257,188				257,188	2.19%
Charitable Contributions	16,681	(16,681)		G	0	0.00%
Bad Debt Expense	193,968	(193,968)		H	0	0.00%
ESOP Expenses	49,036				49,036	0.42%
Miscellaneous	18,860	(18,860)		I	0	0.00%
Cost Recovery	(634,726)				(634,726)	-5.40%
Communication Cost Recovery	(517,617)				(517,617)	-4.41%
Depreciation/Amortization	1,030,164	(144,762)		T	885,402	7.54%
Printing and Reproduction	59,503	(1,562)		B	57,941	0.49%
Other Income/Expenses	(25,610)				(25,610)	-0.22%
Interest Income-	(9,329)	9,329		K	0	0.00%
Interest Expense	119,547	(119,547)		K	0	0.00%
VEI Expenses	155,287	(155,287)		AB	0	0.00%
Tax Expense	7,676	(7,676)		AB	0	0.00%
Total General Overhead	\$ 16,110,969	\$ (1,611,788)	\$ (250)		\$ 14,498,931	123.41%
Total Overhead Costs	\$26,117,835	\$ (1,725,765)	\$ (133,818)		\$24,258,252	206.48%
Indirect rate	222.30%	207.62%			206.48%	

*Environmental Services Associates, Inc. - Reviewed and Accepted 11/14/12 SO
"Overhead Rate still subject to WSDOT Audit"*

References

Environmental Services Associates Adjustments:

Environmental Services Associates Overhead Audited by Gusman and Associates

- A Advertising unallowable per 48 CFR 31.205-1(b)
- B Marketing unallowable per 48 CFR 31.205-1(f)
- C Recruiting and Relocation unallowable per 48 CFR 31.205-35
- D Gifts unallowable per 48 CFR 31.205-13(b)
- E Excess Lodging and per diem unallowable per 48 CFR 31.205-14, 31.205-46 & WSDOT policy
- F Alcohol unallowable per 48 CFR 31.205-51
- G Contributions unallowable per 48 CFR 31.205-8
- H Bad Debts unallowable per 48 CFR 31.205-3
- I Miscellaneous account unallowable per 48 CFR 31.201-2
- K Interest unallowable per 48 CFR 31.205-20
- N Allowances for officers unallowable per 48 CFR 31.201-4 and 31.205-13(b)
- Q Holiday Party Expenses in excess of \$25 per person unallowable per 48 CFR 31.205-14 & WSDOT policy
- R Overtime Premium Unallowable per WSDOT policy
- T Amortization unallowable per 48 CFR 31.205-49
- U Federal and State Income Tax Preparation are unallowable per 48 CFR 31.205-41 (b) (1), 48 CFR 31.201-6 and WSDOT Policy
- V Income Tax Preparation in excess of \$250.00
- Y Per 48 CFR 31.205-14 and WSDOT M 13-82
- Z Reorganization and Restructuring Unallowable FAR 31.205-27
- AB Volunteer Deletion
- AC Fringe Benefit adjustment

WSDOT Adjustments:

- AD We are unable to verify that sign-on bonus (\$110,500) is based on individual employee performance, and that individual performance goals are communicated to the employees prior to work being performed, per 48 CFR 31.205-6(f) and Chapter 7.12 of the AASHTO Audit Guide.
WSDOT allowed the Recruitment bonus (\$31,767) with the understanding that the recruitment bonus policy will be updated to reflect AASHTO and FARs requirements.
- AE Severance pay unallowable per 48 CFR 31.205-6(I)(1).
- AG Income Tax preparation for S-Corporation unallowable in full per 48 CFR 205-41(b).

Certification of Final Indirect Costs

Firm Name: Environmental Science Associates

Indirect Cost Rate Proposal: 207.62%

Date of Proposal Preparation (mm/dd/yyyy): 8/8/2012

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2011 to 12/31/2011

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____

Name of Certifying Official* (Print): Jean Chen

Title: VP/Controller

Date of Certification (mm/dd/yyyy): 8/8/2012

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

Casseday Consulting**Financial Information****Calculated for 2012 Expenses****Based on almost full year operation in 2012****12/10/2012****Katherine Casseday, Owner****Rate Calculation**

Direct Labor - Net Wage	1511 hours	\$99 hour	\$ 149,589.00
Overhead Expenses			\$ 62,164.50
Travel expenses (parking, fees, tolls)	\$ 6,599		
Marketing and Promotion	\$ 509		
Depreciation	\$ 991		
Health Insurance	\$ 3,134		
Health Savings Account	\$ 3,575		
Professional Insurance	\$ 2,322		
Office Expenses	\$ 1,855		
Pension - IRA	\$ 35,000		
Maintenance	\$ -		
Taxes & Licenses	\$ 705		
Meals & Entertainment	\$ 370		
Utilities (telephone)	\$ 1,519		
Continuing Education, Dues & Subscriptions	\$ 4,585		
Professional Services	\$ -		
Computer & Internet expenses	\$ 1,001		
Estimated Reserve			\$ 6,000.00
Equipment/Computers	\$ 5,000		
Insurance increases	\$ 1,000		
Federal Income Tax			\$ 33,479.46
based on tax return	\$ 33,479.46		
Self Employment Taxes			\$ 16,088.00
From tax return	\$ 16,088.00		
Benefit Allowances			\$ 26,928.00
Vacation - 3 weeks	120 hrs	\$ 11,880.00	
Sick Leave - 2 weeks	80 hrs	\$ 7,920.00	
Holidays - 9 days	72 hrs	\$ 7,128.00	
Indirect labor			\$ 40,590.00
business admin	160 hrs	\$ 15,840.00	
training	23 hrs	\$ 2,277.00	
ite officer duties	87 hrs	\$ 8,613.00	
marketing and outreach	140 hrs	\$ 13,860.00	
Total Overhead: Estimated Expenses and Allowances for 2011			\$ 185,249.96
Based on 2010 first full year of operation.			
Overhead on Direct Labor	1.24		
Fee on Direct Labor, at 30%	0.3		\$ 44,876.70
Total: Direct Labor + Overhead + Fee			\$ 379,715.66
Total Hours Billed for 2011	1511 hours		
Hourly Billing Rate, calculated			\$ 251.30

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am Ron Leimkuhler and duly authorized representative of the firm of KPFF Consulting Engineers whose address is 1601 Fifth Avenue Suite 1600 Seattle WA 98101 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

1/9/14
Date


Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Des Moines, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

1/9/14
Date


Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): KPFF Consulting Engineers

1/9/14
(Date)


(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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 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 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 such 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.

Consultant (Firm): KPFF Consulting Engineers

1/9/14
(Date)


(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of 2014-2015 On-Call Services * are accurate, complete, and current as of 12/15/13 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm KPFF Consulting Engineers

Name Ronald Leimkuhler

Title Principal

Date of Execution*** 1/9/14

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone KPFF Consulting Engineers 1601 Fifth Avenue Suite 1600 Seattle, WA 98101 (206) 622-5822
Agreement Number	Project Title And Work Description
Federal Aid Number	City of Des Moines 2014-2015 On-Call Civil Engineering Services
Local Agency City of Des Moines	

THIS AGREEMENT, made and entered into this 9 day of January, 2014,
 between the Local Agency of City of Des Moines, Washington, hereinafter called the
 "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first
 above written.

CONSULTANT

By 

Consultant KPFF Consulting Engineers

By _____

Consultant _____

LOCAL AGENCY

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  By _____

Consultant KPG Agency City of Des Moines

Exhibit “A-1”
Scope of Work
2014-2015 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPG (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. KPG agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2014 through December 31st, 2015. KPG will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2015, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2016. No new work shall be authorized after December 31st, 2015 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D-2, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit E for the life of this Agreement. Overhead calculations are included in Appendix F, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. See Exhibit A-1
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT E-1
Consultant Fee Determination

KPG
GENERAL ENGINEERING SERVICES RATES (2014 - 2015)

Job Classification	Direct Salary Cost (DSC)	Overhead (145.78% of DSC)	Fee (30% of DSC)	Hourly Rate
Engineer - Principal	\$65.00	\$94.76	\$19.50	\$179.26
Engineer - Manager	\$62.34	\$90.88	\$18.70	\$171.92
Engineer - Senior	\$50.48	\$73.59	\$15.14	\$139.21
Engineer - Project	\$42.31	\$61.68	\$12.69	\$116.68
Engineer - Design	\$37.50	\$54.67	\$11.25	\$103.42
Engineer - Technician	\$31.25	\$45.56	\$9.38	\$86.18
Architect - Principal	\$65.00	\$94.76	\$19.50	\$179.26
Architect - Senior	\$50.48	\$73.59	\$15.14	\$139.21
Architect - Technician	\$28.85	\$42.06	\$8.66	\$79.56
Landscape Architect - Senior	\$50.48	\$73.59	\$15.14	\$139.21
Landscape Architect - Project	\$37.50	\$54.67	\$11.25	\$103.42
Landscape Architect - Technician	\$28.85	\$42.06	\$8.66	\$79.56
Survey - Manager	\$62.34	\$90.88	\$18.70	\$171.92
Surveyor	\$42.31	\$61.68	\$12.69	\$116.68
Survey - Technician	\$36.06	\$52.57	\$10.82	\$99.45
Survey Crew	\$50.90	\$74.20	\$15.27	\$140.37
Planner - Traffic	\$40.38	\$58.87	\$12.11	\$111.36
CADD Technician	\$31.25	\$45.56	\$9.38	\$86.18
Construction - Engineer	\$43.54	\$63.47	\$13.06	\$120.07
Construction - Observer	\$39.85	\$58.09	\$11.96	\$109.90
Construction - Document Control	\$38.00	\$55.40	\$11.40	\$104.80
Construction - Administration	\$30.00	\$43.73	\$9.00	\$82.73
Senior Administration	\$36.00	\$52.48	\$10.80	\$99.28
Office - Administration	\$24.04	\$35.05	\$7.21	\$66.30

EXHIBIT F



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

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

August 10, 2012

Susan Rowe
KPG, Inc.
753 9th Ave N
Seattle WA, 98109

Re: KPG, Inc. Overhead Schedule
Fiscal Year End December 31, 2011

Dear Ms. Rowe:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by KPG, Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of KPG, Inc. accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing KPG, Inc. overhead rate for the fiscal year ending December 31, 2011 at 145.78% (rate includes Facilities Cost of Capital) of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit either your internally prepared *Compensation Analysis* for our review, or use the *National Compensation Matrix* (NCM) format to prepare your alternate analysis and we will review that. The NCM is a tool that establishes compensation amounts presumed reasonable for certain executive positions. The *Compensation Analysis* and NCM are described further in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis*, or alternative analysis based on use of the NCM, in order to complete our review of your overhead schedule.

EXHIBIT F

Ms. Rowe
August 10, 2012
Page 2

If you, or any representatives of KPG, Inc. have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

EXHIBIT F

KPG, Inc.

2011 Overhead Schedule

For FY Ending December 31st, 2011

Description	Financial Statement Amount	KPG Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$2,817,914</u>		\$3,600	Q	<u>\$2,821,514</u>	100.00%
Fringe Benefits:						
Vacation, Sick, & Holiday	\$556,434				\$556,434	19.72%
Payroll Taxes	252,650		131,345	Q	383,995	13.61%
Health Insurance	466,347				466,347	16.53%
Workers' Comp. Insurance	19,953				19,953	0.71%
Holiday Bonus	6,100		(6,100)	M	0	0.00%
Profit Sharing (401-k)	73,279				73,279	2.60%
Total Fringe Benefits	<u>\$1,374,762</u>	<u>\$0</u>	<u>\$125,245</u>		<u>\$1,500,007</u>	<u>53.16%</u>
General Overhead:						
Indirect Labor	\$1,155,440	(\$5,139)	(\$140,386)	A,N	\$1,009,915	35.79%
Bid & Proposal Labor	318,208				318,208	11.28%
Accounting & Legal	31,829	(12,475)	8,400	F, T	27,754	0.98%
Automobile	90,792	(29,081)	(28,118)	B, O	33,593	1.19%
Bank Charge	6				6	0.00%
Donations	2,350	(2,350)		J	0	0.00%
Conferences	16,493	(2,680)		D,J,L	13,813	0.49%
Organizations	22,259	(78)		E	22,181	0.79%
Publications	5,027				5,027	0.18%
Employee Services	52,297		(52,297)	P	(0)	0.00%
Interest	6,365	(6,365)		G	0	0.00%
Licenses	7,804				7,804	0.28%
Meals	42,499	(42,499)		H	0	0.00%
IT - Computer	121,894				121,894	4.32%
IT - Telephone	101,895	(1,055)	15,738	D,Q	116,577	4.13%
IT - Training	15,986				15,986	0.57%
Office Supplies	52,745				52,745	1.87%
Payroll Services	6,653				6,653	0.24%
Postage & Delivery	3,274				3,274	0.12%
Printing	4,002				4,002	0.14%
Recruiting Costs	311				311	0.01%
Rent	547,488	(270,210)	(32,006)	K, R	245,272	8.69%
Repairs & Maintenance	60,173				60,173	2.13%
Shareholder Buyout	94,086	(18,650)	(75,436)	G,S	0	0.00%
Survey	46,150				46,150	1.64%
Taxes & Insurance	405,108	(20,968)		C	384,140	13.61%
Travel	8,396	(8,396)		H	(0)	0.00%
Utilities	36,211				36,211	1.28%
Depreciation	146,622	(88,959)		I	57,663	2.04%
Total General Overhead	<u>\$3,402,361</u>	<u>(\$508,904)</u>	<u>(\$304,105)</u>		<u>\$2,589,352</u>	<u>91.77%</u>
Total Overhead Costs	<u>\$4,777,123</u>	<u>(\$508,904)</u>	<u>(\$178,860)</u>		<u>\$4,089,359</u>	<u>144.93%</u>
Overhead Rate (Less FCC)	169.53%	151.47%			<u>144.93%</u>	

KPG, Inc.

2011 Overhead Schedule
For FY Ending December 31st, 2011

Description	Financial Statement Amount	KPG Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Facilities Cost of Capital					\$23,756	0.84%
					\$4,113,115	
Overhead Rate (Includes FCC)					145.78%	

KPG Corp - Reviewed & Accepted 8/10/2012, MJP
"Overhead Rate still subject to WSDOT Audit"

References**KPG Adjustments:**

- A1 Overtime premium unallowable \$486 per 48 CFR 22.103-1, 22.103-4(g)
- A2 Severance pay unallowable \$4,653
- B Mixed use auto allowances ? 1/2 of \$58,161 per 48 CFR 31.205-6 (m) (2) and 31.205-46 (d)
- C Key person life insurance unallowable \$20,968 per 48 CFR 31.205-19(e)(2)(v).
- D1 Advertising unallowable (1/2 page ad) \$225 per CFR 31.205-1
- D2 Advertising unallowable (yellow pages) \$1,055 per CFR 31.205-1
- E Lobbying unallowable \$78 per CFR 31.205-22
- F Tax preparation fees unallowable \$12,475 per 48 CFR 31.205-41 (b) (1), 31.201-6 (a), S-Corp
- G1 Interest unallowable \$6,365 per 48 CFR 31.205-20.
- G2 Interest unallowable \$18,650 per 48 CFR 31.205-20.
- H1 Inadequate supporting documentation unallowable (meals) \$42,499
- H2 Inadequate supporting documentation unallowable (travel) \$8,396
- I Accelerated depreciation unallowable \$88,959
- J1 Donations Unallowable \$2,350
- J2 Donations Unallowable \$560
- K Common Control Rent adjustment \$270,210
- L Entertainment unallowable (golf) \$1,895

WSDOT Adjustments:

- M Bonus is not performance based all employees revied \$100 Holiday gift, 48 CFR 31.205-6 (f), AASHTO Chp 7.12
- N Two Employee's received \$50,000 each of unallowable distributions, payment for Gym, \$2,609 is unallowable 48 CFR 31.205-13 (c), medical payment already in fringe benefits \$38,263, WSDOT overhead policy expired with OH's for 2009 (see ref A1) \$486 now allowable.
- O Personal use of Auto's unallowable removed 63% of all Auto accounts, per mileage log provided by firm, 48 CFR 31.205-46 (d)
- P Entertainment, Gifts, Dinners and Gym membership is unallowable 48 CFR 31.205-13 (b), 31.205-14,
- Q Improper calculation, firm missed \$15,738 indirect expense and \$3,600 of direct labor, taxes in addition to FICA not expensed in the amount of \$131,345
- R \$32,006 of sub-leased rent received, 48 CFR 31.201-5
- S Organization cost of shareholder buyout is unallowable 48 CFR 31.205-6 (i) & 31.205-27
- T WSDOT Overhead policy expired with 2009 Overhead, see Ref F, \$8,400 tax Prep fee's allowable, \$4,075 of S-Corp personal tax Prep still unallowable

Exhibit G

Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

HWA Geosciences, Inc. - Geotechnical Engineering and Materials Testing

Environmental Science Associates (ESA) - Environmental Analysis and Permitting

Landau Associates, Inc. - Geotechnical and Environmental

Bright Engineering - Structural Analysis and Engineering

ROW Group - Right of Way Acquisition Services



EXHIBIT G-/2

Project Title: City of Des Moines SR 509
Information Sent To: Nelson Davis KPG
Date Quoted: 1/9/2014

Billing Rates effective April 1, 2012

Overhead Rate: 2.0648

Fee: 30%

Staff Last Name	Staff First Name	ESA Classification	Direct Labor	Billing Rate
Adolfson	Molly	Senior Director II	\$81.92	\$ 275.64
Adolfson	Lisa	Managing Associate III	\$45.45	\$ 152.93
Bjork	Susan	Project Technician III	\$32.19	\$ 108.31
Booy	Aaron	Senior Associate I	\$29.43	\$ 99.03
Borba	Greg	Managing Associate I	\$42.00	\$ 141.32
Breidenthal	Matt	Associate II	\$25.00	\$ 84.12
Carlson	Allisa	Senior Associate I	\$30.60	\$ 102.96
Clancy	Margaret	Director II	\$60.58	\$ 203.84
Clark	Ara	Senior Associate II	\$33.56	\$ 112.92
Claussen	Erin	Associate II	\$28.00	\$ 94.21
Covington	Jennifer	Project Technician II	\$26.44	\$ 88.97
Czarnomski	Nicole	Managing Associate I	\$38.00	\$ 127.86
Deiver	Danielle	Associate III	\$25.82	\$ 86.88
Easton	Spencer	Associate II	\$23.02	\$ 77.46
Elliott	Patrick	Associate II	\$23.00	\$ 77.39
Friebel	Jenna	Managing Associate II	\$43.58	\$ 146.64
Graham	Sharese	Senior Associate I	\$29.48	\$ 99.19
Hartung	Sarah	Senior Associate I	\$32.09	\$ 107.98
Haug	Diana	Project Technician I	\$19.92	\$ 67.03
Hayman	Jeannette	Sr. Environmental Field Tech I	\$25.00	\$ 84.12
Hoyt	Bryan	Senior Associate I	\$32.75	\$ 110.20
Johnson	Mark	Director I	\$50.87	\$ 171.17
Johnson	Paula	Director II	\$54.66	\$ 183.92
Jones	Maureen	Project Technician I	\$20.96	\$ 70.53
Keany	Jim	Director II	\$61.06	\$ 205.45
Krueger	Steve	Managing Associate I	\$43.64	\$ 146.84
Lawson	Pete	Managing Associate II	\$42.62	\$ 143.41
Lockwood	Chris	Senior Associate II	\$36.25	\$ 121.97
Loeb	Curtis	Managing Associate III	\$46.36	\$ 155.99
Logan	Ilon	Managing Associate II	\$41.81	\$ 140.68
Lothrop	Colin	Sr Environmental Field Tech	\$22.00	\$ 74.03
Marcotte	Jacque	Associate II	\$29.50	\$ 99.26
Martin	Karmen	Managing Associate I	\$40.98	\$ 137.89
Masterson	Ikuno	Director II	\$61.73	\$ 207.71
McLean	James	Associate II	\$25.00	\$ 84.12
Merrill	Adam	Senior Associate I	\$30.83	\$ 103.74
Muscari	Michael	Managing Associate II	\$44.04	\$ 148.19
Neterer	Allison	Environmental Tech	\$20.00	\$ 67.30
Noland	Sara	Associate III	\$30.63	\$ 103.06
Olmsted	Scott	Associate III	\$27.15	\$ 91.35
Ostrander	Tom	Associate I	\$26.00	\$ 87.48
Raymond	Aaron	Senior Associate I	\$28.34	\$ 95.36
Reese	Cynthia	Project Technician III	\$36.06	\$ 121.33
Root	Ann	Managing Associate III	\$44.41	\$ 149.43
Rylander	Brock	Senior Associate I	\$30.48	\$ 102.56
Schniewind	Eric	Managing Associate II	\$44.89	\$ 151.05
Shakra	Reema	Senior Associate I	\$31.39	\$ 105.62
Skinner	Lloyd	Senior Director II	\$76.28	\$ 256.67
Vanderburg	Teresa	Senior Director I	\$72.79	\$ 244.92
Wade	Kelly	Project Technician II	\$25.66	\$ 86.34
Wilson	Katie	Senior Associate I	\$32.97	\$ 110.94
Winter	Steve	Managing Associate II	\$42.56	\$ 143.21
Wolfe	Marjorie	Director II	\$61.92	\$ 208.35
Yorck	Jesse	Sr. Environmental Field Tech	\$27.00	\$ 90.85
Zemke	Lizzie	Managing Associate I	\$40.55	\$ 136.44

(a) WSDOT has reviewed and approved for use the 2011 Overhead Rate

(b) Labor rates are subject to change annually on April 1st.

ENVIRONMENTAL SCIENCE ASSOCIATES

Overhead Schedule

For the Year Ended December 31, 2011

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$ 11,748,695</u>				<u>\$ 11,748,695</u>	100.00%
Fringe Benefits:						
Indirect - Other compensation	\$ 5,437				\$5,437	0.05%
Stock Options Compensation	171,137				171,137	1.46%
Employee Bonus	252,796		(110,500)	AD	142,296	1.21%
Vacation Expense	1,472,599				1,472,599	12.53%
Sick Leave	557,897				557,897	4.75%
Holiday	695,864				695,864	5.92%
Personal	16,316				16,316	0.14%
Jury Duty	13,914				13,914	0.12%
Severance/Retro	49,358		(23,068)	AE	26,290	3.78%
Commuter Checks	32,480				32,480	0.28%
Bereavement Leave	17,204				17,204	0.15%
Fringe Benefits - In Lieu of Ins	41,805				41,805	0.36%
Health Insurance	1,681,662				1,681,662	14.31%
Vision insurance	19,935				19,935	0.17%
Dental Insurance	182,204				182,204	1.55%
Life Insurance	98,931				98,931	0.84%
Workers Comp Insurance	222,441				222,441	1.89%
Misc Employee Benefits	79,706				79,706	0.68%
Social Security Tax	1,715,178				1,715,178	14.60%
Unemployment Tax (UCI) - NM	159,779				159,779	1.36%
FED Unemployment Tax	19,173				19,173	0.16%
City Tax	1,800				1,800	0.02%
401(K) Company Match	315,266				315,266	2.68%
PBP Program/Incentive Compensation	1,426,406				1,426,406	12.14%
ESOP Contribution	757,578				757,578	6.45%
Fringe Benefit adjustment		(113,977)		AC	(113,977)	-0.97%
Total Fringe Benefits	<u>\$ 10,006,866</u>	<u>\$ (113,977)</u>	<u>\$ (133,568)</u>		<u>\$ 9,759,321</u>	<u>83.07%</u>
General Overhead:						
Indirect Labor Expense	\$ 8,886,585	\$ (235,034)		B, R, Z	\$ 8,651,551	73.64%
Rent	2,632,548				2,632,548	22.41%
Office Supplies	213,779	(964)		B	212,815	1.81%
Materials	15,864	(15,864)		B	0	0.00%
Computer Supplies / Equipment	74,749				74,749	0.64%
Office Equipment	30,115				30,115	0.26%
Equipment Maintenance	242,778				242,778	2.07%
Software Maintenance	186,154				186,154	1.58%
Equipment Rental	88,708				88,708	0.76%
Telephone	603,746				603,746	5.14%
Postage	127,034	(948)		B	126,086	1.07%
Marketing Supplies & Services	45,394	(45,394)		B	0	0.00%
Advertising & Promotions	20,443	(20,443)		A	0	0.00%
Education/Training	145,872				145,872	1.24%
Conference / Meetings	134,332	(84,891)		B	49,441	0.42%
Dues / Subscriptions	116,847				116,847	0.99%
Recruiting & Relocation	80,334	(55,400)		C	24,934	0.21%
Airfare	156,317	(20,802)		B	135,515	1.15%
Other Travel & Subsistence	692,285	(295,075)		B, D, E, F,N,Y	397,210	3.38%
Unallowable Entertainment/Alcoholic	27,327	(27,327)		B, D,F, Y	0	0.00%
Employee Relations	97,260	(97,260)		B, D, F,Y,Q,A	0	0.00%

ENVIRONMENTAL SCIENCE ASSOCIATES

Overhead Schedule

For the Year Ended December 31, 2011

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Legal & Accounting Fees	220,723	(32,745)	(250)	U, V, AG	187,728	1.60%
Insurance	326,937				326,937	2.78%
Outside Consultants	224,212	(30,629)		B	193,583	1.65%
Business taxes and Licenses	257,188				257,188	2.19%
Charitable Contributions	16,681	(16,681)		G	0	0.00%
Bad Debt Expense	193,968	(193,968)		H	0	0.00%
ESOP Expenses	49,036				49,036	0.42%
Miscellaneous	18,860	(18,860)		I	0	0.00%
Cost Recovery	(634,726)				(634,726)	-5.40%
Communication Cost Recovery	(517,617)				(517,617)	-4.41%
Depreciation/Amortization	1,030,164	(144,762)		T	885,402	7.54%
Printing and Reproduction	59,503	(1,562)		B	57,941	0.49%
Other Income/Expenses	(25,610)				(25,610)	-0.22%
Interest Income-	(9,329)	9,329		K	0	0.00%
Interest Expense	119,547	(119,547)		K	0	0.00%
VEI Expenses	155,287	(155,287)		AB	0	0.00%
Tax Expense	7,676	(7,676)		AB	0	0.00%
Total General Overhead	\$ 16,110,969	\$ (1,611,788)	\$ (250)		\$ 14,498,931	123.41%
Total Overhead Costs	\$26,117,835	\$ (1,725,765)	\$ (133,818)		\$24,258,252	206.48%
Indirect rate	222.30%	207.62%			206.48%	

*Environmental Services Associates, Inc. - Reviewed and Accepted 11/14/12 SO
"Overhead Rate still subject to WSDOT Audit"*

References

Environmental Services Associates Adjustments:

Environmental Services Associates Overhead Audited by Gusman and Associates

- A Advertising unallowable per 48 CFR 31.205-1(b)
- B Marketing unallowable per 48 CFR 31.205-1(f)
- C Recruiting and Relocation unallowable per 48 CFR 31.205-35
- D Gifts unallowable per 48 CFR 31.205-13(b)
- E Excess Lodging and per diem unallowable per 48 CFR 31.205-14, 31.205-46 & WSDOT policy
- F Alcohol unallowable per 48 CFR 31.205-51
- G Contributions unallowable per 48 CFR 31.205-8
- H Bad Debts unallowable per 48 CFR 31.205-3
- I Miscellaneous account unallowable per 48 CFR 31.201-2
- K Interest unallowable per 48 CFR 31.205-20
- N Allowances for officers unallowable per 48 CFR 31.201-4 and 31.205-13(b)
- Q Holiday Party Expenses in excess of \$25 per person unallowable per 48 CFR 31.205-14 & WSDOT policy
- R Overtime Premium Unallowable per WSDOT policy
- T Amortization unallowable per 48 CFR 31.205-49
- U Federal and State Income Tax Preparation are unallowable per 48 CFR 31.205-41 (b) (1), 48 CFR 31.201-6 and WSDOT Policy
- V Income Tax Preparation in excess of \$250.00
- Y Per 48 CFR 31.205-14 and WSDOT M 13-82
- Z Reorganization and Restructuring Unallowable FAR 31.205-27
- AB Volunteer Deletion
- AC Fringe Benefit adjustment

WSDOT Adjustments:

- AD We are unable to verify that sign-on bonus (\$110,500) is based on individual employee performance, and that individual performance goals are communicated to the employees prior to work being performed, per 48 CFR 31.205-6(f) and Chapter 7.12 of the AASHTO Audit Guide.
WSDOT allowed the Recruitment bonus (\$31,767) with the understanding that the recruitment bonus policy will be updated to reflect AASHTO and FARs requirements.
- AE Severance pay unallowable per 48 CFR 31.205-6(l)(1).
- AG Income Tax preparation for S-Corporation unallowable in full per 48 CFR 205-41(b).

Certification of Final Indirect Costs

Firm Name: Environmental Science Associates

Indirect Cost Rate Proposal: 207.62%

Date of Proposal Preparation (mm/dd/yyyy): 8/8/2012

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2011 to 12/31/2011

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Jean Chen

Title: VP/Controller

Date of Certification (mm/dd/yyyy): 8/8/2012

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

ENVIRONMENTAL SCIENCE ASSOCIATES

Overhead Schedule

For the Year Ended December 31, 2011

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$ 11,748,695</u>				<u>\$ 11,748,695</u>	100.00%
Fringe Benefits:						
Indirect - Other compensation	\$ 5,437				\$5,437	0.05%
Stock Options Compensation	171,137				171,137	1.46%
Employee Bonus	252,796		(110,500)	AD	142,296	1.21%
Vacation Expense	1,472,599				1,472,599	12.53%
Sick Leave	557,897				557,897	4.75%
Holiday	695,864				695,864	5.92%
Personal	16,316				16,316	0.14%
Jury Duty	13,914				13,914	0.12%
Severance/Retro	49,358		(23,068)	AE	26,290	3.78%
Commuter Checks	32,480				32,480	0.28%
Bereavement Leave	17,204				17,204	0.15%
Fringe Benefits - In Lieu of Ins	41,805				41,805	0.36%
Health Insurance	1,681,662				1,681,662	14.31%
Vision insurance	19,935				19,935	0.17%
Dental Insurance	182,204				182,204	1.55%
Life Insurance	98,931				98,931	0.84%
Workers Comp Insurance	222,441				222,441	1.89%
Misc Employee Benefits	79,706				79,706	0.68%
Social Security Tax	1,715,178				1,715,178	14.60%
Unemployment Tax (UCI) - NM	159,779				159,779	1.36%
FED Unemployment Tax	19,173				19,173	0.16%
City Tax	1,800				1,800	0.02%
401(K) Company Match	315,266				315,266	2.68%
PBP Program/Incentive Compensation	1,426,406				1,426,406	12.14%
ESOP Contribution	757,578				757,578	6.45%
Fringe Benefit adjustment		(113,977)		AC	(113,977)	-0.97%
Total Fringe Benefits	<u>\$ 10,006,866</u>	<u>\$ (113,977)</u>	<u>\$ (133,568)</u>		<u>\$ 9,759,321</u>	<u>83.07%</u>
General Overhead:						
Indirect Labor Expense	\$ 8,886,585	\$ (235,034)		B, R, Z	\$ 8,651,551	73.64%
Rent	2,632,548				2,632,548	22.41%
Office Supplies	213,779	(964)		B	212,815	1.81%
Materials	15,864	(15,864)		B	0	0.00%
Computer Supplies / Equipment	74,749				74,749	0.64%
Office Equipment	30,115				30,115	0.26%
Equipment Maintenance	242,778				242,778	2.07%
Software Maintenance	186,154				186,154	1.58%
Equipment Rental	88,708				88,708	0.76%
Telephone	603,746				603,746	5.14%
Postage	127,034	(948)		B	126,086	1.07%
Marketing Supplies & Services	45,394	(45,394)		B	0	0.00%
Advertising & Promotions	20,443	(20,443)		A	0	0.00%
Education/Training	145,872				145,872	1.24%
Conference / Meetings	134,332	(84,891)		B	49,441	0.42%
Dues / Subscriptions	116,847				116,847	0.99%
Recruiting & Relocation	80,334	(55,400)		C	24,934	0.21%
Airfare	156,317	(20,802)		B	135,515	1.15%
Other Travel & Subsistence	692,285	(295,075)		B, D, E, F,N,Y	397,210	3.38%
Unallowable Entertainment/Alcoholic	27,327	(27,327)		B, D,F,Y	0	0.00%
Employee Relations	97,260	(97,260)		B, D, F,Y,Q,A	0	0.00%

ENVIRONMENTAL SCIENCE ASSOCIATES

Overhead Schedule For the Year Ended December 31, 2011

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Legal & Accounting Fees	220,723	(32,745)	(250)	U, V, AG	187,728	1.60%
Insurance	326,937				326,937	2.78%
Outside Consultants	224,212	(30,629)		B	193,583	1.65%
Business taxes and Licenses	257,188				257,188	2.19%
Charitable Contributions	16,681	(16,681)		G	0	0.00%
Bad Debt Expense	193,968	(193,968)		H	0	0.00%
ESOP Expenses	49,036				49,036	0.42%
Miscellaneous	18,860	(18,860)		I	0	0.00%
Cost Recovery	(634,726)				(634,726)	-5.40%
Communication Cost Recovery	(517,617)				(517,617)	-4.41%
Depreciation/Amortization	1,030,164	(144,762)		T	885,402	7.54%
Printing and Reproduction	59,503	(1,562)		B	57,941	0.49%
Other Income/Expenses	(25,610)				(25,610)	-0.22%
Interest Income-	(9,329)	9,329		K	0	0.00%
Interest Expense	119,547	(119,547)		K	0	0.00%
VEI Expenses	155,287	(155,287)		AB	0	0.00%
Tax Expense	7,676	(7,676)		AB	0	0.00%
Total General Overhead	\$ 16,110,969	\$ (1,611,788)	\$ (250)		\$ 14,498,931	123.41%
Total Overhead Costs	\$26,117,835	\$ (1,725,765)	\$ (133,818)		\$24,258,252	206.48%
Indirect rate	222.30%	207.62%			206.48%	

*Environmental Services Associates, Inc. - Reviewed and Accepted 11/14/12 SO
"Overhead Rate still subject to WSDOT Audit"*

References

Environmental Services Associates Adjustments:

Environmental Services Associates Overhead Audited by Gusman and Associates

- A Advertising unallowable per 48 CFR 31.205-1(b)
- B Marketing unallowable per 48 CFR 31.205-1(f)
- C Recruiting and Relocation unallowable per 48 CFR 31.205-35
- D Gifts unallowable per 48 CFR 31.205-13(b)
- E Excess Lodging and per diem unallowable per 48 CFR 31.205-14, 31.205-46 & WSDOT policy
- F Alcohol unallowable per 48 CFR 31.205-51
- G Contributions unallowable per 48 CFR 31.205-8
- H Bad Debts unallowable per 48 CFR 31.205-3
- I Miscellaneous account unallowable per 48 CFR 31.201-2
- K Interest unallowable per 48 CFR 31.205-20
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Certification of Final Indirect Costs

Firm Name: Environmental Science Associates

Indirect Cost Rate Proposal: 207.62%

Date of Proposal Preparation (mm/dd/yyyy): 8/8/2012

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2011 to 12/31/2011

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

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2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____

Name of Certifying Official* (Print): Jean Chen

Title: VP/Controller

Date of Certification (mm/dd/yyyy): 8/8/2012

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)

HWA GEOSCIENCES INC.

2014 HOURLY AND BILLING RATES
(Effective 01/01/2014)

EMPLOYEE	TITLE	HOURLY RATE	Overhead 1.8832	Profit 30%	Billing Rate
Sa Hong	Principal IX	\$72.00	* \$135.59	\$21.60	\$229.19
Ralph Boirum	Principal IX	\$72.00	* \$135.59	\$21.60	\$229.19
Arnie Sugar	Principal VIII	\$72.00	* \$135.59	\$21.60	\$229.19
Steve Greene	Geologist VII	\$55.53	\$104.57	\$16.66	\$176.76
Bryan Hawkins	Geotechnical Engineer VI	\$48.08	\$90.54	\$14.42	\$153.05
Stephen Barrie	Construction Manager	\$41.35	\$77.87	\$12.41	\$131.63
Donald Huling	Geotechnical Engineer IV	\$45.67	\$86.01	\$13.70	\$145.38
JoLyn Gillie	Geotechnical Engineer IV	\$40.38	\$76.04	\$12.11	\$128.54
Vance Atkins	Hydrogeologist IV	\$34.62	\$65.20	\$10.39	\$110.20
Brad Thurber	Geologist V	\$31.39	\$59.11	\$9.42	\$99.92
Vasiliy Babko	Contracts Administrator	\$30.29	\$57.04	\$9.09	\$96.42
Alexandra Garner	Marketing Manager	\$26.97	\$50.79	\$8.09	\$85.85
Tori Hesedahl	Geotechnical Engineer I	\$25.00	\$47.08	\$7.50	\$79.58
Sandybell Ramos	Geotechnical Engineer I	\$25.48	\$47.98	\$7.64	\$81.11
Daniel Coltrane	Geologist I	\$23.32	\$43.92	\$7.00	\$74.23
Tink Kinney	CAD	\$22.07	\$41.56	\$6.62	\$70.25
David Prihoda	Lab/Field Technician II	\$23.32	\$43.92	\$7.00	\$74.23
Christiana Fisk	Administrative Support	\$20.82	\$39.21	\$6.25	\$66.27
Ashley Crane	Lab/Field Technician II	\$27.25	\$51.32	\$8.18	\$86.74
Daniel Walton	Lab/Field Technician I	\$18.02	\$33.94	\$5.41	\$57.36
Jacob Thurber	Lab/Field Technician I	\$15.00	\$28.25	\$4.50	\$47.75

Notes: * Represents Capped Billing Rate

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: 2014 On-Call General Civil Engineering Services

Sub Consultant: Landau Associates, Inc.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Principal</u>		X	<u>\$67.69</u>	\$	<u>0.00</u>
<u>Associate/Sr. Associate</u>		X	<u>\$55.71</u>		<u>0.00</u>
<u>Senior</u>		X	<u>\$40.16</u>		<u>0.00</u>
<u>Senior Project</u>		X	<u>\$39.47</u>		<u>0.00</u>
<u>Project/Senior CAD</u>		X	<u>\$32.84</u>		<u>0.00</u>
<u>Senior Staff</u>		X	<u>\$28.27</u>		<u>0.00</u>
<u>Staff/Sr Tech II/CAD</u>		X	<u>\$26.05</u>		<u>0.00</u>
<u>Proj Coord/Assist/Sr Tech I</u>		X	<u>\$30.90</u>		<u>0.00</u>
<u>CAD/GIS Tech/Tech/Support</u>		X	<u>\$26.27</u>		<u>0.00</u>
			Total DSC	= \$	<u>0.00</u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 198.00 % x \$ 0.00 = 0.00

Fixed Fee (FF):

FF Rate x DSC of 30.00 % x \$ 0.00 = 0.00

Reimbursables:

Itemized =

SubConsultant Total = 0.00

Prime Mark-Up % X =

Grand Total =

Prepared By: Edward J. Heavey

Date: November 27, 2013

Exhibit G-2
Net Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

[illegible]

January 7, 2014

BEI# 138.25

KPG, Inc.
Attn: Nelson Davis
753 9th Avenue North
Seattle, WA 98109

RE: Statement of Negotiated Rates
City of Des Moines On-Call

This letter is to confirm that Bright Engineering, Inc. does not have an audited overhead rate and that we contract for services based on a negotiated hourly rate that includes direct salary, overhead and fee. The rates below are the lowest rates charged to our preferred customers, and are approved by King County for their projects. These rates are valid from the date of this letter until 12/31/2015.

Classification	Hourly Rate
Project Manager	\$ 194.69
Senior Project Engineer	\$ 165.47
CADD	\$ 86.62

All travel beyond thirty (30) miles of our office will be billed per the Washington State Department of Transportation Travel Regulation. Travel and expenses will not be billed on this project. All sub-consultant costs and direct reimbursements will be at cost with no mark-ups.

Sincerely,



Ade Bright, PE, SE



January 10, 2014

KPG Inc.

Attn: Nelson Davis
753 9th Avenue North
Seattle, WA 98109

Dear Mr. Davis:

Our proposed "overhead rate" is our fully burdened billing rate, which includes labor, overhead costs and profit. This rate is \$95.00 per hour for all tasks which will be performed under the Acquisition/Relocation on-call contract. This is the lowest rate ROW Group bills other agencies for comparable professional services.

Sincerely,

Sonja (Kraus) Davis
skraus@rowgroup.net

ROW Group
1913 6th ST
Kirkland WA, 98033



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

November 14, 2012

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

Jean Chen, Controller
Environmental Science Associates
550 Kearny St., #800
San Francisco, CA 94108-2512



Re: Environmental Science Associates Overhead Schedule
Fiscal Year End December 31, 2011

Dear Ms. Chen:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Environmental Science Associates. The schedule was audited by Gusman and Associates for compliance with Part 31 of the Federal Acquisition Regulations.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Environmental Science Associates accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Environmental Science Associates overhead rate for the fiscal year ending December 31, 2011, at 206.48% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's overhead schedule to our office or to your CPA firm, please submit either your internally prepared *Compensation Analysis*, or the *National Compensation Matrix* (NCM) worksheet.

Ms. Chen
November 14, 2012
Page 2

If you, or any representatives of Environmental Science Associates, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach". The signature is fluid and elegant, with a long, sweeping underline.

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

ENVIRONMENTAL SCIENCE ASSOCIATES

**Overhead Schedule
For the Year Ended December 31, 2011**

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$ 11,748,695</u>				<u>\$ 11,748,695</u>	100.00%
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ENVIRONMENTAL SCIENCE ASSOCIATES

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- B Marketing unallowable per 48 CFR 31.205-1(f)
- C Recruiting and Relocation unallowable per 48 CFR 31.205-35
- D Gifts unallowable per 48 CFR 31.205-13(b)
- E Excess Lodging and per diem unallowable per 48 CFR 31.205-14, 31.205-46 & WSDOT policy
- F Alcohol unallowable per 48 CFR 31.205-51
- G Contributions unallowable per 48 CFR 31.205-8
- H Bad Debts unallowable per 48 CFR 31.205-3
- I Miscellaneous account unallowable per 48 CFR 31.201-2
- K Interest unallowable per 48 CFR 31.205-20
- N Allowances for officers unallowable per 48 CFR 31.201-4 and 31.205-13(b)
- Q Holiday Party Expenses in excess of \$25 per person unallowable per 48 CFR 31.205-14 & WSDOT policy
- R Overtime Premium Unallowable per WSDOT policy
- T Amortization unallowable per 48 CFR 31.205-49
- U Federal and State Income Tax Preparation are unallowable per 48 CFR 31.205-41 (b) (1), 48 CFR 31.201-6 and WSDOT Policy
- V Income Tax Preparation in excess of \$250.00
- Y Per 48 CFR 31.205-14 and WSDOT M 13-82
- Z Reorganization and Restructuring Unallowable FAR 31.205-27
- AB Volunteer Deletion
- AC Fringe Benefit adjustment

WSDOT Adjustments:

- AD We are unable to verify that sign-on bonus (\$110,500) is based on individual employee performance, and that individual performance goals are communicated to the employees prior to work being performed, per 48 CFR 31.205-6(f) and Chapter 7.12 of the AASHTO Audit Guide.
WSDOT allowed the Recruitment bonus (\$31,767) with the understanding that the recruitment bonus policy will be updated to reflect AASHTO and FARs requirements.
- AE Severance pay unallowable per 48 CFR 31.205-6(f)(1).
- AG Income Tax preparation for S-Corporation unallowable in full per 48 CFR 205-41(b).

Certification of Final Indirect Costs

Firm Name: Environmental Science Associates

Indirect Cost Rate Proposal: 207.62%

Date of Proposal Preparation (mm/dd/yyyy): 8/8/2012

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2011 to 12/31/2011

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Jean Chen

Title: VP/Controller

Date of Certification (mm/dd/yyyy): 8/8/2012

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

RECEIVED

JUL 21 2011



Washington State
Department of Transportation
Paula J. Hammond, P.E.
Secretary of Transportation

HWA GeoSciences Inc.

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

July 19, 2011

Arnie Sugar, President
HWA GeoSciences, Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021-7010

Re: HWA GeoSciences, Inc. Overhead Schedule
Fiscal Year End December 31, 2009

Dear Mr. Sugar:

On July 19, 2011, as a WSDOT representative, Nicole Mitchell, Audit Specialist, completed a desk review of your proposed FYE December 31, 2009, Overhead Schedule. Nicole also reviewed the documentation provided by HWA GeoSciences, Inc. during this review process.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of HWA GeoSciences' accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing HWA GeoSciences' overhead rate for the fiscal year ending December 31, 2009, at 188.32% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

If you or any representatives of HWA GeoSciences have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

HWA GeoSciences, Inc.
Overhead Schedule
Fiscal Year December 31, 2009

Description	GL Amount	HWA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor Base	<u>\$1,206,001</u>	(13,281)	\$61,994	F,P	<u>\$1,254,714</u>	100.00%
Overhead Costs						
Indirect Salaries	\$204,036	(32,231)	(\$61,994)	F, H,P	\$109,811	8.75%
Indirect Labor - Admin	710,766	(2,760)		J	708,006	56.43%
Payroll Taxes	181,650				181,650	14.48%
Group Insurance	204,851				204,851	16.33%
Workers Compensation	7,409				7,409	0.59%
Bonus	165,143				165,143	13.16%
401(k) Plan Employer Contribution	72,437				72,437	5.77%
Vacation, Holiday & Sick	283,542		(10,227)	Q	273,315	21.78%
Other Employee Benefits	2,446				2,446	0.19%
Office Rent	185,145				185,145	14.76%
Other Rentals	7,656				7,656	0.61%
Depreciation	56,256				56,256	4.48%
Repairs & Maintenance	11,709				11,709	0.93%
Computer Expense	12,205				12,205	0.97%
Office Supplies	17,806				17,806	1.42%
Lab/Field Supplies	22,332				22,332	1.78%
Reproduction & Printing	21,293				21,293	1.70%
Travel & Related Expense	23,321				23,321	1.86%
Vehicle Repair	12,930				12,930	1.03%
Communication Expense	41,756				41,756	3.33%
Postage/Shipping/Delivery	5,411				5,411	0.43%
Professional Dues	16,875				16,875	1.34%
Professional Meetings	14,780	(2,312)		O	12,468	0.99%
Subscriptions/Books/Pubs	5,682				5,682	0.45%
Legal & Accounting Expense	43,427	(25,676)		I	17,751	1.41%
Insurance Expense	58,264				58,264	4.64%
Professional Expense	40,709				40,709	3.24%
Recruiting Expense	575				575	0.05%
Training & Education Expense	22,359				22,359	1.78%
Taxes Other than F.I.T.	66,395				66,395	5.29%
Recovery Credits	(28,466)			N	(28,466)	-2.27%
Advertising/Marketing	24,020	(24,020)		A	0	0.00%
Interest Expense	2,545	(2,545)		B	0	0.00%
Staff Meetings	8,742	(8,742)		G	0	0.00%
Employee Expenses	14,778	(11,297)		K, L	3,481	0.28%
Contributions	1,024	(1,024)		C	0	0.00%
Meetings/Meals/Entertainment	14,936	(14,936)		D	0	0.00%
Other Miscellaneous Expense	7,524	(3,600)		M	3,924	0.31%
Provision for FIT	(74,934)	74,934		E	0	0.00%
Total Overhead Costs	<u>\$2,489,335</u>	<u>(\$54,209)</u>	<u>(\$72,221)</u>		<u>\$2,362,905</u>	<u>188.32%</u>
Overhead Rate	206.41%	204.17%			<u><u>188.32%</u></u>	

HWA GeoSciences, Inc.
Overhead Schedule
Fiscal Year December 31, 2009

Description	GL Amount	HWA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
-------------	-----------	----------	---------------	------	--------------------	---

HWA GeoSciences, Inc. - Reviewed & Accepted 7-19-11 MR
Overhead Rate still subject to WSDOT Audit

References:

HWA Overhead Schedule compiled by Joan Kinney, Controller.

HWA Adjustments:

- A Advertising and public relations unallowable per 48 CFR 31.205-1(a).
- B Interest expense unallowable per 48 CFR 31.205-20.
- C Contributions unallowable per 48 CFR 31.205-8.
- D Entertainment unallowable per 48 CFR 31.205-14.
- E Federal income taxes unallowable per 48 CFR 31.205.
- F Overtime premium unallowable per 48 CFR 22.103-1 & 48 CFR 22.103-4(g). Out of direct labor \$13,281.48 and out of indirect labor \$10,333.77.
- G Staff Meetings unallowable per 48 CFR 31.205-14
- H Marketing labor and lunches unallowable per 48 CFR 31.205-1(f). Out of indirect labor \$21,897.
- I Litigation unallowable per 48 CFR 31.205-47(f)(5).
- J Indirect Labor - Admin contains \$2,760 in credits for uncompensated overtime for principals.
- K Employee gifts unallowable per 48 CFR 31.205-13(b). Disallowed gifts total \$5,486.
- L Holiday party costs unallowable over \$25 per employee. Allowable (\$25 x 33 ee's = \$825)
Total cost \$6,661, unallowable cost (\$6,661 - \$825) = \$5,811.
- M Miscellaneous expenses recorded in "unallowable" account during the year.
- N Recovery Credits include Hayre McElroy, a construction inspection services consultant
- O Meals/Lodging costs are deducted in excess of Federal reimbursement rate, unallowable cost of \$2,312

WSDOT Adjustments:

- P Adjustment for Uncompensated Overtime per 48 CFR 37.115 & DCAA 5-910, 5-910.2 and 6-410. *Per HWA's uncompensated overtime worksheet, we adjusted for uncomp. in the amount of \$61,994.05.*
- Q Fringe Benefits associated with marketing labor costs already removed unallowable per 48 CFR 31.205-1(f) & AASHTO Audit Guide, Ch. 8.

Dennis Hobbs

From: Jonson, Erik [JonsonE@wsdot.wa.gov]
Sent: Tuesday, September 10, 2013 2:09 PM
To: Dennis Hobbs
Cc: WSDOT Consultant Rates; Roach, Martha
Subject: Contract Negotiations - Y11420

Hi Dennis,

Thank you for taking a few minutes of your day to talk with me about contract negotiations for agreement Y-11420 – On Call Geotechnical Services.

I have been in contact with Martha Roach regarding the Landau indirect cost rate discussion/review and specifically the T. Wayne Owens CPA Audit recently performed for Landau.

Per our discussion, I am offering a provisional indirect cost rate of 198%, with the understanding Landau will submit their FYE 2013 CPA Audit (not yet completed) as part of completing the desk review process through WSDOT's Internal Audit Office. I understand the FYE is June 30 for Landau. With that in mind, we have agreed that the Landau CPA Audit will be submitted to Martha Roach not later than 180 days from June 30 – which means December 2013.

Upon successful completion of a desk review WSDOT and Landau will renegotiate to implement the new approved indirect cost rate. The new indirect cost rate would be applied from the point of approval forward, on current and future contracts.

I hope this offer enables everyone to move forward in a mutually beneficial way, quickly! Please feel free to contact me with any questions or concerns.

Best Regards,

Erik

Erik K. Jonson

Manager – Consultant Services

Voice 360/705-7106

Cell 360/239-9441

Email jonsone@wsdot.wa.gov

WSDOT

310 Maple Park Ave, SE

Olympia, Washington 98501-2361

<http://www.wsdot.wa.gov/business/consulting>



Please consider the environment before printing this e-mail.

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am a Principal _____ and duly authorized representative of the firm of KPG _____ whose address is 753 9th Avenue N, Seattle WA, 98109 _____ and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

1/20/2014

Date



Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Des Moines, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): KPG

1/20/2014

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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 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 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 such 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.

Consultant (Firm): KPG

1/20/2014

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of 2014-2015 On-Call General Civil Engineering * are accurate, complete, and current as of January 9, 2014 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm KPG

Name Nelson Davis, PE

Title President

Date of Execution*** January 9, 2014

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone KPG 753 9th Avenue N Seattle, WA 98109
Agreement Number	Project Title And Work Description City of Des Moines
Federal Aid Number	2014-2015 On-Call General Civil Engineering Services
Local Agency City of Des Moines	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____ City of Des Moines _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

By  _____

Consultant Nelson Davis, PE _____

By _____

Consultant _____

LOCAL AGENCY

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Parametrix, Inc. 1019 39th Avenue SE, Suite 100 Puyallup, WA 98374 253-604-6600		
☒ Architectural/Engineering Agreement ☐ Personal Services Agreement Agreement Number _____	Project Title And Work Description 2014-2015 General On-Call Civil Engineering Services		
Federal Aid Number _____			
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☒ Cost Plus Fixed Fee Overhead Progress Payment Rate <u>194.70</u> % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☐ Fixed Overhead Rate <u>30</u> % Fixed Fee \$ _____ ☐ Specific Rates Of Pay ☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work			
DBE Participation ☐ Yes ☒ No _____ %			
Federal ID Number or Social Security Number 91-0914810			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Do you require a 1099 for IRS? ☐ Yes ☒ No</td> <td style="width: 50%;">Completion Date December 31, 2015</td> </tr> </table>		Do you require a 1099 for IRS? ☐ Yes ☒ No	Completion Date December 31, 2015
Do you require a 1099 for IRS? ☐ Yes ☒ No	Completion Date December 31, 2015		
Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ <u>1,000,000.00</u>			

Index of Exhibits (Check all that apply):

- | | |
|--|--|
| ☒ Exhibit A-1 Scope of Work
☒ Exhibit A-2 Task Order Agreement
☐ Exhibit B-1 DBE Utilization Certification
☒ Exhibit C Electronic Exchange of Data
☐ Exhibit D-1 Payment - Lump Sum
☒ Exhibit D-2 Payment - Cost Plus
☐ Exhibit D-3 Payment - Hourly Rate
☐ Exhibit D-4 Payment - Provisional
☒ Exhibit E-1 Fee - Lump/Fixed/Unit
☐ Exhibit E-2 Fee - Specific Rates
☒ Exhibit F Overhead Cost
☒ Exhibit G Subcontracted Work
☒ Exhibit G-1 Subconsultant Fee | ☒ Exhibit G-2 Fee-Sub Specific Rates
☒ Exhibit G-3 Sub Overhead Cost
☒ Exhibit H Title VI Assurances
☒ Exhibit I Payment Upon Termination of Agreement
☒ Exhibit J Alleged Consultant Design Error Procedures
☒ Exhibit K Consultant Claim Procedures
☐ Exhibit L Liability Insurance Increase
☒ Exhibit M-1a Consultant Certification
☒ Exhibit M-1b Agency Official Certification
☒ Exhibit M-2 Certification - Primary
☒ Exhibit M-3 Lobbying Certification
☒ Exhibit M-4 Pricing Data Certification
☒ App. 31.910 Supplemental Signature Page |
|--|--|

THIS AGREEMENT, made and entered into this _____ day of _____,
 between the Local Agency of _____ City of Des Moines _____, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

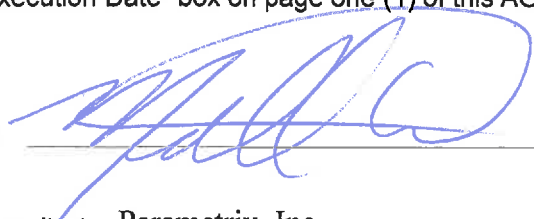
This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By



By

Consultant Parametrix, Inc.

Agency City of Des Moines

Exhibit “A-1”
Scope of Work
2014-2015 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected Parametrix, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Parametrix, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2014 through December 31st, 2015. Parametrix, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2015, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2016. No new work shall be authorized after December 31st, 2015 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D-2, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit E for the life of this Agreement. Overhead calculations are included in Appendix F, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).

- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).
- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear

communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Civil, structural, geotechnical, and traffic engineering and planning. (See Exhibit A-1.)
- B. Environmental, survey, architecture, and landscape architecture and urban design.
- C. Historical preservation.
- D. Plan review, studies and reports, and development review.
- E. Grant preparation, value engineering (VE), and obtaining project permits.
- F. Construction management and inspections and other related work as requested by the City.

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: 2014-2015 General On-Call Civil Engineering Services

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:

(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. **Actual Costs:** Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. **Direct Salary Costs:** The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. **Overhead Costs:** Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Project: 2014-2015 General On-Call Civil Engineering Services

<u>Classification</u>	<u>Man Hours</u>	<u>Rate</u>	=	=	<u>Cost</u>
Project Manager	X	60.80	\$		0.00
Traffic Engineer	X	60.06			0.00
Surface Water Management	X	49.09			0.00
Envir/Permitting/Wetlands	X	32.93			0.00
Structural Engineer	X	56.70			0.00
Survey	X	44.07			0.00
Civil Plan Review	X	46.22			0.00
Construction Inspection	X	38.86			0.00
Documentation	X	33.25			0.00

OH Rate x DSC of	194.70	% x \$	0.00	0.00
------------------	--------	--------	------	------

FF Rate x DSC of	30	% x \$	0.00	0.00
------------------	----	--------	------	------

Exhibit F
Breakdown of Overhead Cost



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47500
Olympia, WA 98504-7300
360-765-7200
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 9, 2013

Holli Moeini, CFO
Parametrix, Inc.
1002 15th Street, Suite 200
Auburn WA 98001-6502

Re: Parametrix, Inc. Indirect Cost Rate Schedule
Fiscal Year End December 28, 2012

Dear Ms. Moeini:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of Parametrix, Inc. as presented in the Statement of Direct Labor, Fringe Benefits and General Overhead for the year ending December 28, 2012, in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

The examination was performed by the independent CPA firm, Clark Nuber, P.S. The CPA represented that the audit was conducted in accordance with the Government Auditing Standards, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, and supporting workpapers for the Indirect Cost Rate, and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the fiscal year ending December 28, 2012, at 194.70% (rate includes Facilities Cost of Capital of 0.43%) of direct labor.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Ms. Moeini
July 9, 2013
Page 2

If you, or any representatives of Parametrix, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

PARAMETRIX, INC.
Firmwide FAR Overhead Rate
For the Year Ended December 2012

	FAR Value	% direct labor
Direct Labor	\$ 15,635,693	
Payroll Taxes and Fringe Benefits		
Pension Plan	1,100,000	7.04%
Vacation, Sick, Holiday Pay	3,460,931	22.13%
Group Insurance	2,324,825	14.87%
Payroll Taxes and Fringe Benefits	2,473,831	15.82%
	<u>\$ 9,359,586</u>	<u>59.86%</u>
General and Administrative Expenses		
Indirect Salaries	10,895,875	69.69%
Building & Equipment	6,575,433	42.05%
Taxes and Insurance	1,581,580	10.12%
Professional Consulting Services	825,811	5.28%
Business Travel	206,794	1.32%
Office Supplies and Expense	454,757	2.91%
Training, Education, Prof. Licenses	475,406	3.04%
	<u>\$ 21,015,657</u>	<u>134.41%</u>
Total Overhead before FCM	<u>\$ 30,375,243</u>	<u>194.27%</u>
Facilities Cost of Money	<u>\$ 67,784</u>	<u>0.43%</u>
Total Allowable Overhead	<u>\$ 30,443,027</u>	<u>194.70%</u>
FAR Overhead Rate	<u>1.9470</u>	<u>194.70%</u>

Exhibit G

Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Geotechnical Engineering/Materials Testing - Landau Associates, Inc.

Right-of-Way Acquisition - Universal Field Services, Inc.

Cultural Resources - Statistical Research, Inc.

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Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: 2014 On-Call General Civil Engineering Services

Sub Consultant: Landau Associates, Inc.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Principal</u>		X	<u>\$67.69</u>	\$	<u>0.00</u>
<u>Associate/Sr. Associate</u>		X	<u>\$55.71</u>		<u>0.00</u>
<u>Senior</u>		X	<u>\$40.16</u>		<u>0.00</u>
<u>Senior Project</u>		X	<u>\$39.47</u>		<u>0.00</u>
<u>Project/Senior CAD</u>		X	<u>\$32.84</u>		<u>0.00</u>
<u>Senior Staff</u>		X	<u>\$28.27</u>		<u>0.00</u>
<u>Staff/Sr Tech II/CAD</u>		X	<u>\$26.05</u>		<u>0.00</u>
<u>Proj Coord/Assist/Sr Tech I</u>		X	<u>\$30.90</u>		<u>0.00</u>
<u>CAD/GIS Tech/Tech/Support</u>		X	<u>\$26.27</u>		<u>0.00</u>
			Total DSC	= \$	<u>0.00</u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 198.00 % x \$ 0.00 = 0.00

Fixed Fee (FF):

FF Rate x DSC of 30.00 % x \$ 0.00 = 0.00

Reimbursables:

Itemized =

SubConsultant Total = 0.00

Prime Mark-Up % X =

Grand Total =

Prepared By: Edward J. Heavey

Date: November 27, 2013

Fee Schedule

[illegible]

Exhibit G-3

Breakdown of Subconsultants Overhead Cost

Dennis Hobbs

From: Jonson, Erik [JonsonE@wsdot.wa.gov]
Sent: Tuesday, September 10, 2013 2:09 PM
To: Dennis Hobbs
Cc: WSDOT Consultant Rates; Roach, Martha
Subject: Contract Negotiations - Y11420

Hi Dennis,

Thank you for taking a few minutes of your day to talk with me about contract negotiations for agreement Y-11420 – On Call Geotechnical Services.

I have been in contact with Martha Roach regarding the Landau indirect cost rate discussion/review and specifically the T. Wayne Owens CPA Audit recently performed for Landau.

Per our discussion, I am offering a provisional indirect cost rate of 198%, with the understanding Landau will submit their FYE 2013 CPA Audit (not yet completed) as part of completing the desk review process through WSDOT's Internal Audit Office. I understand the FYE is June 30 for Landau. With that in mind, we have agreed that the Landau CPA Audit will be submitted to Martha Roach not later than 180 days from June 30 – which means December 2013.

Upon successful completion of a desk review WSDOT and Landau will renegotiate to implement the new approved indirect cost rate. The new indirect cost rate would be applied from the point of approval forward, on current and future contracts.

I hope this offer enables everyone to move forward in a mutually beneficial way, quickly! Please feel free to contact me with any questions or concerns.

Best Regards,

Erik

Erik K. Jonson
Manager – Consultant Services
Voice 360/705-7106
Cell 360/239-9441
Email jonsonE@wsdot.wa.gov

WSDOT
310 Maple Park Ave, SE
Olympia, Washington 98501-2361
<http://www.wsdot.wa.gov/business/consulting>



Please consider the environment before printing this e-mail.

EXHIBIT G-1

Subconsultant Fee Determination - Summary Sheet

Project Name: 2014-2015 On-Call General Civil Engineering Services

Subconsultant: Universal Field Services, Inc.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>		<u>Cost</u>
Project Oversight / Project Manager		X	\$52.00	=	
Project Manager / Senior Acquisition - Relocation Specialist		X	\$44.00	=	
Senior Acquisition - Relocation Specialist		X	\$39.00	=	
Senior Acquisition Specialist		X	\$39.00	=	
Acquisition Specialist		X	\$36.00	=	
Senior Administrative Specialist / Project Coordinator		X	\$31.00	=	
Total DSC				=	
Overhead (OH Cost - including Salary Additives):					
OH Rate x DSC of 67.64%		X		=	
Fixed Fee (FF):					
Fixed x DSC of 30%		X		=	
Reimbursables:					
Itemized				=	
Subconsultant Total				=	
Prime Mark-Up					
			% X	=	
Grand Total				=	

Prepared by: Mitch Legel, SR/WA

Date: November 28, 2013

EXHIBIT G-2**Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule**

Subconsultant: Universal Field Services, Inc.					
Employee	Discipline or Job Title	Hourly Rate	Overhead @ 67.64%	Profit Rate @ 30%	Rate Per Hour
Mitch Legel, SR/WA	Project Oversight / Project Manager	\$52.00	\$35.17	\$15.60	\$102.77
Steve Reinhart	Project Manager / Senior Acquisition - Relocation Specialist	\$44.00	\$29.76	\$13.20	\$86.96
Cyndi Whelpley, SR/WA	Senior Acquisition - Relocation Specialist	\$39.00	\$26.38	\$11.70	\$77.08
Dan Frink	Senior Acquisition - Relocation Specialist	\$39.00	\$26.38	\$11.70	\$77.08
Mike Armstrong, SR/WA	Senior Acquisition - Relocation Specialist	\$39.00	\$26.38	\$11.70	\$77.08
Kris Butterfield	Senior Acquisition Specialist	\$39.00	\$26.38	\$11.70	\$77.08
Mark Anderson	Acquisition Specialist	\$36.00	\$24.35	\$10.80	\$71.15
Teri Stevenson	Senior Administrative Specialist / Project Coordinator	\$31.00	\$20.97	\$9.30	\$61.27

EXHIBIT G-3

Breakdown of Subconsultants Overhead Cost Subconsultant: Universal Field Services, Inc.

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	816,328.99	100.00%
Overhead Expenses:		
FICA	93,888.32	11.50%
Unemployment	14,051.38	1.72%
Health/Accident Insurance	73,619.66	9.02%
Medical Aid & Industrial Insurance	23,428.03	2.87%
Holiday/Vacation/Sick Leave	100,832.81	12.35%
Commission/Bonus/Pension	11,031.19	1.35%
Total Fringe Benefits	316,851.39	38.81%
General Overhead:		
State B&O Taxes	202.07	0.02%
Insurance	0.00	0.00%
Administration & Time Not Assignable	104,329.62	12.78%
Printing, Stationery & Supplies	11.14	0.00%
Professional Services	1,081.10	0.13%
Travel Not Assignable	15,805.03	1.94%
Telephone & Telegraph Not Assignable	6,028.08	0.74%
Fees, Dues & Professional Meetings	10,117.82	1.24%
Utilities & Maintenance	1,795.49	0.22%
Professional Development	14,859.33	1.82%
Rent	55,845.60	6.84%
Equipment Support	8,264.76	1.01%
Office, Miscellaneous & Postage	17,013.03	2.08%
Total General Overhead	235,353.07	28.83%
Total Overhead (General + Fringe)	552,204.46	67.64%
Overhead Rate (Total Overhead / Direct Labor)		67.64%

UNIVERSAL FIELD SERVICES, INC.
DIVISION SUMMARY
as of 30-Sep-13

UPPER NORTHWEST DIVISION
0006

	Sep-13	Sep %	Year to Date	Year to Date	Job to Date	Job to Date
Revenue:						
Gross Revenue	246,683.04		2,503,441.80		14,430,588.76	
Expense:						
Direct Costs-Salary Costs	88,764.55		816,328.99		4,809,633.16	
Direct Costs-Payroll Burdens	24,722.73		216,817.63	26.56%	1,349,474.86	28.06%
Other Direct Costs	55,169.27		690,854.56		4,942,055.30	
Job Gross Profit	78,026.49		779,440.62	31.13%	3,329,425.44	23.07%
Less:						
Division Overhead - Actual	(24,103.29)	27.15%	(213,753.81)	26.18%		
Division Gross Profit	53,923.20	21.86%	565,686.81	22.60%		
Corporate Overhead 14.90% ** as a % of Direct Salary Costs	(16,138.18)	18.18%	(121,633.02)	14.90%		
Net Income/Loss ()	37,787.02	15.32%	444,053.79	17.74%		
Overhead % Summary:						
Payroll Burden Overhead		0.00%		26.56%		
Division Overhead		27.15%		26.18%		
Corporate Overhead		18.18%		14.90%		
TOTAL OVERHEAD %		45.33%		67.64%		

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: 2014-2015 General On-Call Civil Engineering Services

Sub Consultant: Statistical Research, Inc.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Contract Mgr/Accts Mgr</u>		X	<u>50.45</u>	\$	<u>0.00</u>
<u>Proj Mgr/Prin Investigator</u>		X	<u>43.90</u>		<u>0.00</u>
<u>Project Director</u>		X	<u>30.75</u>		<u>0.00</u>
<u>Crew Chief</u>		X	<u>20.80</u>		<u>0.00</u>
<u>Archaeological Technician</u>		X	<u>15.44</u>		<u>0.00</u>
<u>Cartographer/Asst Cartogr</u>		X	<u>26.00</u>		<u>0.00</u>
<u>Production Manager</u>		X	<u>27.00</u>		<u>0.00</u>
<u>Production/Graphics Staff</u>		X	<u>19.46</u>		<u>0.00</u>
<u>Technical Editor</u>		X	<u>22.81</u>		<u>0.00</u>
			Total DSC	= \$	<u>0.00</u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 170.96 % x \$ 0.00 = 0.00

Fixed Fee (FF):

FF Rate x DSC of 10 % x \$ 0.00 = 0.00

Reimbursables:

Itemized =

SubConsultant Total

=

Grand Total

= 0.00

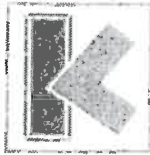
Prepared By: Edgar Huber

Date: December 5, 2013

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Subconsultant Statistical Research, Inc.				
Discipline or Job Title	Hourly Rate	Overhead @ <u>170.96</u> %	Profit @ <u>10.00</u> %	Rate Per Hour
Contract Manager	50.45	86.25	13.67	150.37
Accounts Manager	37.05	63.34	10.04	110.43
Project Manager/Principal Investigator	43.90	75.05	11.90	130.85
Project Director	30.75	52.57	8.33	91.65
Crew Chief	20.80	35.56	5.64	62.00
Archaeological Technician	15.44	26.40	4.18	46.02
Cartographer	26.00	44.45	7.04	77.49
Assistant Cartographer	20.80	35.56	5.64	62.00
Production Manager	27.00	46.16	7.32	80.48
Production Staff	18.79	32.12	5.09	56.00
Graphics Staff	19.46	33.27	5.27	58.00
Technical Editor	22.81	39.00	6.18	67.99
Administrative Assistant/Clerk	14.09	24.09	3.82	42.00

Exhibit G-3
Breakdown of Subconsultants Overhead Cost



Keegan, Linscott & Kenon, PC

Certified Public Accountants | Certified Fraud Examiners | Certified Insolvency and Restructuring Advisors

December 3, 2013

City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198

Re: Statistical Research – Overhead Cost Rate under Federal Acquisition Regulations

We have previously audited, in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the schedule of overhead costs of Statistical Research, Inc. (the "Company") for the year ended December 31, 2012, and the related notes to the schedule of overhead costs, and issued our audit report thereon dated May 3, 2013 which expressed an unmodified opinion on the schedule of overhead costs.

The schedule of overhead costs was prepared by the Company on the basis of the financial reporting provisions of Part 31 of the Federal Acquisition Regulations, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of the Federal Acquisition Regulations and to meet the requirements of the Company's government contract requirements.

The overhead rate expressed as a percentage of direct labor dollars was 170.96% for the year ended December 31, 2012.

If there are any questions, please contact Mr. G. Antonio (Tony) Kenon, CPA.

Sincerely,

Keegan, Linscott & Kenon, P.C.

KEEGAN, LINSCHOTT & KENON, PC



Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency Des Moines

I hereby certify that I am Mike Ollivant, P.E. and duly authorized
representative of the firm of Parametrix, Inc. whose address is
1019 39th Avenue SE, Suite 100, Puyallup, WA 98374 and that neither I nor the above
firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

1/3/2014

Date

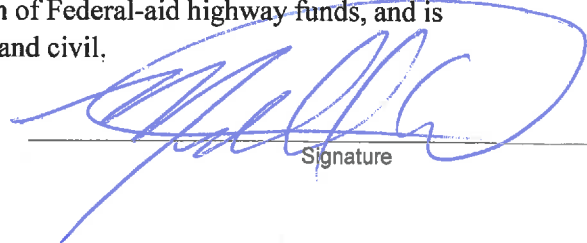

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Des Moines, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Parametrix, Inc.

1/3/2014

(Date)

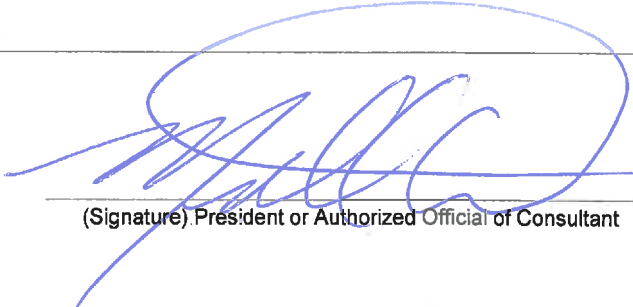

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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 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 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 such 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.

Consultant (Firm): Parametrix, Inc.

1/3/2014

(Date)

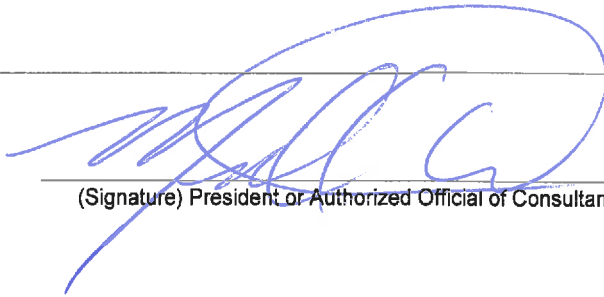

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of 2014-2015 Gen On-Call Civil Engineering Svcs * are accurate, complete, and current as of January 3, 2014 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Parametrix, Inc.

Name Mike Ollivant, P.E. 

Title Regional Division Manager

Date of Execution*** January 3, 2014

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

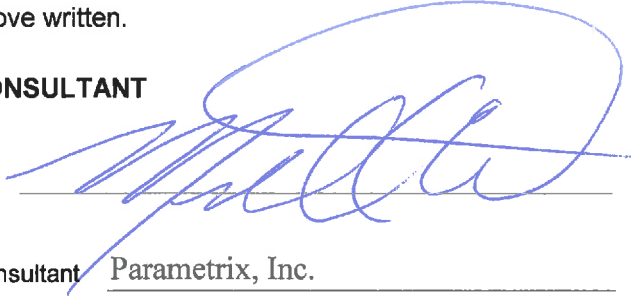
Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Parametrix, Inc. 1019 39th Avenue SE, Suite 100 Puyallup, WA 98374
Agreement Number	Project Title And Work Description 2014-2015 General On-Call Civil Engineering Services
Federal Aid Number	
Local Agency City of Des Moines	

THIS AGREEMENT, made and entered into this _____ day of _____, between the Local Agency of City of Des Moines, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By  _____

By _____

Consultant Parametrix, Inc.

Agency City of Des Moines

By _____

By _____

Consultant _____

Agency _____

By _____

Agency _____

By _____

Agency _____

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone Tetra Tech Inc. 400 112th Ave NE, Suite 400 Bellevue, WA 98004 (425)635-1000	
☒ Architectural/Engineering Agreement ☐ Personal Services Agreement Agreement Number _____		Project Title And Work Description 2014-2015 On-Call Civil Engineering Services	
Federal Aid Number _____			
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☒ Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☒ Fixed Overhead Rate <u>169.32</u> % Fixed Fee \$ <u>30%</u>			
☐ Specific Rates Of Pay ☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work		DBE Participation ☐ Yes ☒ No _____ % Federal ID Number or Social Security Number 91-1203062 Do you require a 1099 for IRS? ☐ Yes ☒ No Completion Date December 31, 2015	
		Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ <u>1,000,000</u>	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| ☒ Exhibit A-1 Scope of Work | ☒ Exhibit G-2 Fee-Sub Specific Rates |
| ☒ Exhibit A-2 Task Order Agreement | ☒ Exhibit G-3 Sub Overhead Cost |
| ☐ Exhibit B-1 DBE Utilization Certification | ☒ Exhibit H Title VI Assurances |
| ☒ Exhibit C Electronic Exchange of Data | ☒ Exhibit I Payment Upon Termination of Agreement |
| ☐ Exhibit D-1 Payment - Lump Sum | ☒ Exhibit J Alleged Consultant Design Error Procedures |
| ☒ Exhibit D-2 Payment - Cost Plus | ☒ Exhibit K Consultant Claim Procedures |
| ☐ Exhibit D-3 Payment - Hourly Rate | ☐ Exhibit L Liability Insurance Increase |
| ☐ Exhibit D-4 Payment - Provisional | ☒ Exhibit M-1a Consultant Certification |
| ☒ Exhibit E-1 Fee - Lump/Fixed/Unit | ☒ Exhibit M-1b Agency Official Certification |
| ☒ Exhibit E-2 Fee - Specific Rates | ☒ Exhibit M-2 Certification - Primary |
| ☒ Exhibit F Overhead Cost | ☒ Exhibit M-3 Lobbying Certification |
| ☒ Exhibit G Subcontracted Work | ☒ Exhibit M-4 Pricing Data Certification |
| ☒ Exhibit G-1 Subconsultant Fee | ☒ App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____,
 between the Local Agency of _____ City of Des Moines _____, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By  By _____

Consultant Dan Russell Agency _____

Exhibit "A-1"
Scope of Work
2014-2015 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected Tetra Tech (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Tetra Tech agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2014 through December 31st, 2015. Tetra Tech will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2015, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2016. No new work shall be authorized after December 31st, 2015 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D-2, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit E for the life of this Agreement. Overhead calculations are included in Appendix F, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in **Exhibit A-2**. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

A. See Exhibit "A-1" _____

B. _____

C. _____

D. _____

E. _____

F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-1
Consultant Fee Determination - Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: 2014-2015 On-Call Civil Engineering Services

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	=	<u>Cost</u>
Senior Project Mgr / Prin		X	86.73	\$		0.00
Senior Project Mangr		X	60.75			0.00
Senior Project Mgr QA/QC		X	60.00			0.00
Senior Project Mgr / Planr		X	65.25			0.00
Senior Project Mgr		X	61.50			0.00
Senior Struct Egr./ QAQC		X	64.00			0.00
Senior Struct Egr./Mgr		X	68.00			0.00
Senior Proj Egr		X	50.00			0.00
Senior Traffic Eng/Mgr		X	52.02			0.00

Total DSC = \$ 0.00

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 169.32 % x \$ 0.00 = 0.00

Fixed Fee (FF):

FF Rate x DSC of 30 % x \$ 0.00 = 0.00

Reimbursables:

Itemized _____

Subconsultant Costs (See Exhibit G):

0.00

Grand Total

0.00

Prepared By: Steve Olling

Date: December 31, 2013

Exhibit E-1
Consultant Fee Determination - Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)

Project: 2014-2015 On-Call Civil Engineering Services (con't)

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	=	<u>Cost</u>
Project Engineer		X	45.67	\$		0.00
CADD / GIS		X	28.75			0.00
Project Administrator		X	29.00			0.00
Senior Survey Mgr		X	40.00			0.00
Senior Survey Field Tech		X	33.00			0.00
Senior Hydrologist		X	61.00			0.00
		X				
		X				
		X				

Total DSC = \$ 0.00

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 169.32 % x \$ 0.00 = 0.00

Fixed Fee (FF):

FF Rate x DSC of 30 % x \$ 0.00 = 0.00

Reimbursables:

Itemized

Subconsultant Costs (See Exhibit G):

0.00

Grand Total

0.00

Prepared By: Steve Olling

Date: December 31, 2013

Exhibit E-2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @ 169.32 %	Profit @ 30 %	Rate Per Hour
Senior Project Mangr / Principle	86.73	146.85	26.02	259.60
Senior Project Mangr	60.75	102.86	18.23	181.84
Senior Project Mangr / QAQC	60.00	101.59	18.00	179.59
Senior Project Mangr / Planner	65.25	110.48	19.58	195.31
Senior Project Mangr / Stormwater	61.50	104.13	18.45	184.08
Senior Struct Egr./ QAQC	64.00	108.36	19.20	191.56
Senior Struct Egr./Mgr	68.00	115.14	20.40	203.54
Senior Proj Egr	50.00	84.66	15.00	149.66
Senior Traffic Eng/Mgr	52.02	88.08	15.61	155.71
Project Engineer	44.75	75.77	13.43	133.95
CADD / GIS	28.75	48.68	8.63	86.05
Project Admin	29.00	49.10	8.70	86.80
Senior Survey Mgr	40.00	67.73	12.00	119.73
Senior Survey Field Tech	33.00	55.88	9.90	98.78
Senior Hydrologist	61.00	103.29	18.30	182.59
		0.00	0.00	0.00

Exhibit F

TETRA TECH DIVISION SINGLE-TIER INDIRECT RATE FY12

Account	Description	Amount \$	Adjustments	Ref	Adjusted	
4200100 - 4200400	Direct Labor	35,811,339.36			35,811,339.36	
	Reverse JE	310,842.15			310,842.15	
	Total Direct Labor	36,122,181.51			36,122,181.51	100.00%
EFB						
5100100 - 5100200	EFB-Employee PTO	6,299,322.52			6,299,322.52	17.44%
5120100 - 5120900	EFB-Bonus	2,982,890.93			2,982,890.93	8.26%
5130100 - 5130600	EFB-Other Pay	461,554.25	(165,250.98)	A	296,303.27	0.82%
5150100 - 5150300	EFB-Employer PR Tax	4,821,961.06			4,821,961.06	13.35%
5160100 - 5160300	EFB-Retirement Benefit-401K	1,966,964.80			1,966,964.80	5.45%
5170100 - 5180800	EFB-Employee Insurance	4,992,546.09			4,992,546.09	13.82%
5190100	EFB-Workman's Comp Ins	425,769.34			425,769.34	1.18%
5195100 - 5196100	EFB-Employee Other Benefits	113,681.42			113,681.42	0.31%
Total Fringe Benefits		22,064,690.41	(165,250.98)	-	21,899,439.43	60.63%
General Overhead:						
5200100	OVH-Labor	11,526,806.47			11,526,806.47	31.91%
5200100 - 02	OVH-Labor - Lent to subsidiary	56,201.96			56,201.96	0.16%
5200200	OVH-Premium Overtime	42,121.98			42,121.98	0.12%
5200300	OVH-Borrowed Labor	735,524.39			735,524.39	2.04%
5200300 - 02	OVH-Borrowed Labor - Borrowed from subsidiary	21,357.17			21,357.17	0.06%
5200300 - 178	OVH-Borrowed Labor - TT Technical Service	1,172,743.61			1,172,743.61	3.25%
5200350	OVH-Lent Labor	(741,287.50)			(741,287.50)	-2.05%
5200350 - 02	OVH-Lent Labor - Lent to subsidiary	(56,201.96)			(56,201.96)	-0.16%
5209100 - 02	OVH-Applied EFB to Overhead-Subsidiary	8,139.50			8,139.50	0.02%
5209100 - 178	OVH-Applied EFB to Overhead - TTS	148,893.30			148,893.30	0.41%
5210100	OVH-Travel	946,540.12			946,540.12	2.62%
5210200	OVH-Travel Per Diem	3,445.00			3,445.00	0.01%
5220100	OVH-Meals-100% Deduct	69,806.14			69,806.14	0.19%
5220200	OVH-Meals-50% Deduct	71,286.48			71,286.48	0.20%
5230100	OVH-Recruit Exp	26,738.55			26,738.55	0.07%
5230200	OVH-Employee Relocation	12,221.91			12,221.91	0.03%
5240100	OVH-Conference	333,733.33			333,733.33	0.92%
5260100	OVH-Dues Subs	107,011.07			107,011.07	0.30%
5310100	OVH-Software Exp-Purchase	424,016.66			424,016.66	1.17%
5310400	OVH-Software Maintenance	117,280.33			117,280.33	0.32%
5320100	OVH-Field Equip Exp-Purchase	152,519.66			152,519.66	0.42%
5320200	OVH-Field Equip Exp-Lease	15,711.26			15,711.26	0.04%
5320300	OVH-Field Equip Exp-Rent	4,772.12			4,772.12	0.01%
5320400	OVH-Field Equip Repair/Maintenance	22,855.44			22,855.44	0.06%
5320500	OVH-Field Equip Supplies	8,298.42			8,298.42	0.02%
5320900	OVH-Field Equip Usage	(229,939.98)			(229,939.98)	-0.64%
5330100	OVH-Hardware Exp-Purchase	161,751.83			161,751.83	0.45%
5330200	OVH-Hardware Exp-Lease	771,383.93			771,383.93	2.14%
5330400	OVH-Hardware Repair/Maintenance	54,067.49			54,067.49	0.15%
5340100	OVH-Repro Pool Equip Exp-Purchase	1,558.21			1,558.21	0.00%
5340200	OVH-Repro Pool Equip Exp-Lease	281,554.22			281,554.22	0.78%
5340400	OVH-Repro Pool Equip Repair/Mainte	14,768.42			14,768.42	0.04%
5340500	OVH-Repro Pool Supplies	45,289.63			45,289.63	0.13%
5341200	OVH-Vehicle Equip Exp-Lease	57,803.10			57,803.10	0.16%
5341400	OVH-Vehicle Equip Exp-Repair/Mainte	65,431.03			65,431.03	0.18%
5341410	OVH-Vehicle Equip Exp-License	11,297.38			11,297.38	0.03%
5341500	OVH-Vehicle Equip Exp-Supplies	83,289.47			83,289.47	0.23%
5341900	OVH-Vehicle Equip Usage	(232,823.29)			(232,823.29)	-0.64%
5342100	OVH-Repro Pool Color-Purchse	6,618.41			6,618.41	0.02%
5342200	OVH-Repro Pool Color-Lease	31,600.54			31,600.54	0.09%
5342400	OVH-Repro Pool Color-Maintenance	15,600.29			15,600.29	0.04%
5342500	OVH-Repro Pool Color-Supplies	21,674.06			21,674.06	0.06%
5343500	OVH-Repro Pool Plotter-Supplies	1,283.18			1,283.18	0.00%
5344100	OVH-Communication Equip Exp-Purchase	467.68			467.68	0.00%
5344200	OVH-Communication Equip Exp-Lease	23,743.33			23,743.33	0.07%
5344400	OVH-Communication Equip Exp-Repair/Maint	5,099.63			5,099.63	0.01%
5350100	OVH-Ins-General Liab	107,042.76			107,042.76	0.30%

Account	Description	Amount \$	Adjustments	Ref	Adjusted	
5350200	OVH-Ins-Umbrella	51,581.91			51,581.91	0.14%
5350300	OVH-Ins-Errors and Omissions	333,174.12			333,174.12	0.92%
5350500	OVH-Ins-Inland Marine	26,526.00			26,526.00	0.07%
5350600	OVH-Ins-Service Fees	81,613.19			81,613.19	0.23%
5350700	OVH-Ins-Vehicle Premiums	48,449.10			48,449.10	0.13%
5360250	OVH-License-Environmental	33,039.83			33,039.83	0.09%
5360350	OVH-Tax-Personal Property	927.14			927.14	0.00%
5360990	OVH-Tax-Misc	316,879.16			316,879.16	0.88%
5370100	OVH-Depn Exp-Computers	37,262.22			37,262.22	0.10%
5370300	OVH-Depn Exp-Machinery Equip	114,851.13			114,851.13	0.32%
5370400	OVH-Depn Exp-Software	54,488.69			54,488.69	0.15%
5370900	OVH-Depn Exp-Allocation	(9,572.28)			(9,572.28)	-0.03%
5375450	OVH-Gain/(Loss) Sales-Vehicles	(7,409.69)			(7,409.69)	-0.02%
5380100	OVH-Professional Services	149,011.30			149,011.30	0.41%
5380300	OVH-Professional Svcs-Legal	14,829.75			14,829.75	0.04%
5380400	OVH-Professional Svcs-Acctg-Audit	2,130.97			2,130.97	0.01%
5380500	OVH-Professional Svcs-Tax	17,525.10			17,525.10	0.05%
5381200	OVH-Office Supplies	233,067.59			233,067.59	0.65%
5382100	OVH-Telecommunications	513,641.12			513,641.12	1.42%
5383100	OVH-Postage/Shipping	83,225.87			83,225.87	0.23%
5385100	OVH-Other Outside Services	455,074.86			455,074.86	1.26%
5388100	OVH-Bank Charges	26,746.58			26,746.58	0.07%
5400100	OVH-Facility Labor	35,670.29			35,670.29	0.10%
5400300	OVH-Facility Borrowed Labor	5,752.77			5,752.77	0.02%
5400350	OVH-Facility Lent Labor	(28,954.17)			(28,954.17)	-0.08%
5409100	OVH-Applied EFB to Fac Overhead	3,536.62			3,536.62	0.01%
5420100	OVH-Office Equip Exp-Purchase	7,733.43			7,733.43	0.02%
5420200	OVH-Office Equip Exp-Lease	122,290.74			122,290.74	0.34%
5420300	OVH-Office Equip Exp-Rent	15,629.62			15,629.62	0.04%
5420400	OVH-Office Equip Repair/Maintenance	13,597.90			13,597.90	0.04%
5430950	OVH-Applied Computer Usage	549.23			549.23	0.00%
5440100	OVH-Building Rent	5,531,694.09			5,531,694.09	15.31%
5445100	OVH-Building Exp	468,805.71			468,805.71	1.30%
5447100	OVH-Utilities	74,903.14			74,903.14	0.21%
5460150	OVH-License-Business License	27,460.66			27,460.66	0.08%
5460350	OVH-Tax-Personal Property	22,948.37			22,948.37	0.06%
5460400	OVH-Tax-Real Property	6,895.19			6,895.19	0.02%
5470150	OVH-Depn Exp-Furniture Fixtures	172,015.78			172,015.78	0.48%
5470350	OVH-Depn Exp-Office Equip	34,651.43			34,651.43	0.10%
5470450	OVH-Depn Exp-Vehicles	20,326.72			20,326.72	0.06%
5470500	OVH-Depn Exp-Leasehold	65,418.76			65,418.76	0.18%
5475150	OVH-Gain/(Loss) Sales-Furniture Fixtures	2,820.33			2,820.33	0.01%
5375300	OVH-Gain/(Loss) Sales-Machinery Equip	(252.35)			(252.35)	0.00%
5475500	OVH-Gain/(Loss) Sales-Leasehold	(414.61)			(414.61)	0.00%
5481200	OVH-Facility Office Supplies	2,831.51			2,831.51	0.01%
5482100	OVH-Telecommunications	595,814.99			595,814.99	1.65%
5483200	OVH-Delivery Exp	1,408.67			1,408.67	0.00%
5484100	OVH-Facility Outside Services	25,414.20			25,414.20	0.07%
5496100	OVH-Borrowed OVH	321,580.51			321,580.51	0.89%
5497100	OVH-Shared Office Allocation	1,213,407.91			1,213,407.91	3.36%
5497150	OVH-Shared Service Allocation	(142,519.98)			(142,519.98)	-0.39%
5497170	OVH-IT Corp Allocation	630,797.74			630,797.74	1.75%
5497200	OVH-Applied OVH-OVH Labor	(189.13)			(189.13)	0.00%
9500200	State Income Tax Expense-Current	1,160,961.41			1,160,961.41	3.21%
6200100	BP-Labor	3,056,550.34			3,056,550.34	8.46%
6200100 - 02	BP-Labor - Lent to Subsidiary	86,436.90			86,436.90	0.24%
6200300	BP-Borrowed Labor	557,783.24			557,783.24	1.54%
6200300 - 02	BP-Borrowed Labor - From Subsidiary	52,896.74			52,896.74	0.15%
6200300 - 178	BP-Borrowed Labor - TTS	328,808.83			328,808.83	0.91%
6200350	BP-Lent Labor	(555,585.82)			(555,585.82)	-1.54%
6200350 - 02	BP-Lent Labor - Lent to Subsidiary	(86,436.90)			(86,436.90)	-0.24%
6209100 - 02	BP-Applied EFB to BP - Borrowed From Subsidiary	21,851.64			21,851.64	0.06%
6210100	BP-Travel	213,445.97			213,445.97	0.59%
6210200	BP-Travel Per Diem	69.00			69.00	0.00%
6220200	BP-Meals -50% Deduct	27,025.14			27,025.14	0.07%
6340950	BP-Applied Repro B/W Usage	16,732.31			16,732.31	0.05%
6341950	BP-Applied Vehicle Usage	4,076.98			4,076.98	0.01%
6380100	BP-Professional Services	214,569.04			214,569.04	0.59%

Account	Description	Amount \$	Adjustments	Ref	Adjusted	
6381200	BP-Office Supplies	3,927.41			3,927.41	0.01%
6382100	BP-Telecommunications	509.99			509.99	0.00%
6383100	BP-Delivery Exp	4,268.25			4,268.25	0.01%
6385100	BP-Other Outside Services	41,590.25			41,590.25	0.12%
6497200 - 02	BP-Applied OVH-BP Labor - Borrowed From Subsid	43,383.78			43,383.78	0.12%
6497200 - 178	BP-Applied OVH-BP Labor - TTS	41,758.84			41,758.84	0.12%
7200100	MKT-Labor	306,819.13			306,819.13	0.85%
7200100 - 02	MKT-Labor - Lent to Subsidiary	357,414.02			357,414.02	0.99%
7200300	MKT-Borrowed Labor	96,029.71			96,029.71	0.27%
7200300 - 02	MKT-Borrowed Labor - Borrowed From Subsidiary	711.36			711.36	0.00%
7200300 - 178	MKT-Borrowed Labor - TTS	6,702.52			6,702.52	0.02%
7200350	MKT-Lent Labor	(1,220.71)			(1,220.71)	0.00%
7200350 - 02	MKT-Lent Labor - Lent to Subsidiary	(357,414.02)			(357,414.02)	-0.99%
7210100	MKT-Travel	129,595.04			129,595.04	0.36%
7220100	MKT-Meals -100% Deduct	3,173.19			3,173.19	0.01%
7220200	MKT-Meals -50% Deduct	4,720.25			4,720.25	0.01%
7240100	MKT-Conference	23,189.39			23,189.39	0.06%
7260100	MKT-Dues Subs	3,241.02			3,241.02	0.01%
7310100	MKT-Software Exp-Purchase	753.39			753.39	0.00%
7330100	MKT-Hardware Exp-Purchase	87.12			87.12	0.00%
7330400	MKT-Hardware Repair/Maintenance	355.40			355.40	0.00%
7330950	MKT-Applied Computer Usage	1,875.09			1,875.09	0.01%
7340950	MKT-Applied Repro B/W Usage	46.10			46.10	0.00%
7350100	MKT-Ins-General Liab	671.47			671.47	0.00%
7350200	MKT-Ins-Umbrella	327.81			327.81	0.00%
7380100	MKT-Professional Services	8,791.58			8,791.58	0.02%
7382100	MKT-Telecommunications	13,518.91			13,518.91	0.04%
7383100	MKT-Delivery Exp	1,466.28			1,466.28	0.00%
7385100	MKT-Other Outside Services	825.15			825.15	0.00%
7497150	MKT-Shared Services Allocation	(35,139.98)			(35,139.98)	-0.10%
7499990	MKT-Corporate Allocation	482,448.13			482,448.13	1.34%
8200100	GA-Labor	955,898.19			955,898.19	2.65%
8200100 - 02	GA-Labor - Lent to Subsidiary	45,296.92			45,296.92	0.13%
8200300	GA-Borrowed Labor	1,488.87			1,488.87	0.00%
8200300 - 178	GA-Borrowed Labor - TTS	27,171.63			27,171.63	0.08%
8200350	GA-Lent Labor	(2,108.33)			(2,108.33)	-0.01%
8200350 - 02	GA-Lent Labor - Lent to Subsidiary	(45,296.92)			(45,296.92)	-0.13%
8209100 - 178	GA-Applied EFB to GA - TTS	3,450.79			3,450.79	0.01%
8210100	GA-Travel	1,672.80			1,672.80	0.00%
8220100	GA-Meals -100% Deduct	8.25			8.25	0.00%
8230100	GA-Recruit Exp	138.00			138.00	0.00%
8240100	GA-Conference	52,013.50			52,013.50	0.14%
8310100	GA-Software Exp-Purchase	7,054.18			7,054.18	0.02%
8310400	GA-Software Maintenance	1,257.51			1,257.51	0.00%
8330100	GA-Hardware Exp-Purchase	893.21			893.21	0.00%
8330400	GA-Hardware Repair/Maintenance	6,757.30			6,757.30	0.02%
8330950	GA-Applied Computer Usage	3,565.54			3,565.54	0.01%
8350100	GA-Ins-General Liab	1,882.12			1,882.12	0.01%
8350200	GA-Ins-Umbrella	921.84			921.84	0.00%
8360990	GA-Tax-Misc	252.84			252.84	0.00%
8381200	GA-Office Supplies	118.08			118.08	0.00%
8382100	GA-Telecommunications	988.00			988.00	0.00%
8383100	GA-Delivery Expense	19.64			19.64	0.00%
8496100	GA-Borrowed GA	79,731.43			79,731.43	0.22%
8497150	GA-Shared Services Allocation	806,015.49			806,015.49	2.23%
8497160	GA-Internal Mgmt Allocation	(61,195.23)			(61,195.23)	-0.17%
8499990	GA-Corporate Allocation	2,732,105.36			2,732,105.36	7.56%
Total General Overhead		39,261,498.16	-	-	39,261,498.16	108.69%
Total Overhead Costs		61,326,188.57	(165,250.98)	-	61,160,937.59	169.32%
Overhead Rate (Less FCC)		1.698			1.693	
NA	Facilities Cost of Capital					
Overhead Rate (Includes FCC)						

Account	Description	Amount \$	Adjustments	Ref	Adjusted
Adjustments					
A	Auto allowance for VP - undocumented expense - 48 CFR 31.201-4				
	Mileage not paid in accordance with 48 CFR 31.205-6 (m) (2), 31.205-46 (d) and WSDOT Accounting Manual M13-82, Chapter 10 Travel.				

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: 2014-2015 On-Call Civil Engineering Services

Sub Consultant: Aspect Consulting LLC

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Principal Geotechnical Engr</u>	<u> </u>	X	<u>60.10</u>	\$	<u>0.00</u>
<u>Senior Associate Hydrogeol</u>	<u> </u>	X	<u>64.50</u>		<u>0.00</u>
<u>Senior Assoc Geotech Engr</u>	<u> </u>	X	<u>50.59</u>		<u>0.00</u>
<u>Senior Associate Engineer</u>	<u> </u>	X	<u>52.89</u>		<u>0.00</u>
<u>Assoc Engr Geologist</u>	<u> </u>	X	<u>50.09</u>		<u>0.00</u>
<u>Associate Water Res Engr</u>	<u> </u>	X	<u>43.08</u>		<u>0.00</u>
<u>Senior Hydrogeologist</u>	<u> </u>	X	<u>40.70</u>		<u>0.00</u>
<u>Senior Proj Geotech Engr</u>	<u> </u>	X	<u>34.79</u>		<u>0.00</u>
<u>Senior Proj Environ Engr</u>	<u> </u>	X	<u>35.10</u>		<u>0.00</u>
		Total DSC	=	\$	<u>0.00</u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 189.45 % x \$ 0.00 = 0.00

Fixed Fee (FF):

FF Rate x DSC of 30 % x \$ 0.00 = 0.00

Reimbursables:

Itemized =

SubConsultant Total =

Grand Total = 0.00

Prepared By: Henry Hazelton

Date: December 26, 2013

Exhibit G-1

Project: 2014-2015 On-Call Civil Engineering Services

Sub Consultant: Aspect Consulting LLC (con't)

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	<u>Rate</u>	=	<u>Cost</u>
Senior Proj Environ Scien	X	38.14	\$	0.00
Project Geotechnical Engr	X	32.70		0.00
Senior Staff Geologist	X	24.19		0.00
Staff Hydrogeologist	X	22.13		0.00
Senior CAD/GIS Specialist	X	31.38		0.00
GIS Analyst	X	20.62		0.00
Senior Technical Editor	X	34.44		0.00
Senior Project Assistant	X	26.00		0.00
Project Assistant	X	22.32		0.00
Total DSC			= \$	0.00

Overhead (OH Cost -- including Salary Additives):

$$\text{OH Rate} \times \text{DSC of } 189.45 \% \times \$ 0.00 = 0.00$$

Fixed Fee (FF):

FF Rate x DSC of 30 % x \$ 0.00 = 0.00

Reimbursables:

Itemized = _____

SubConsultant Total

Grand Total

= 0.00

Prepared By: Henry Hazelton

Date: December 26, 2013

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Subconsultant Aspect Consulting LLC				
Discipline or Job Title	Hourly Rate	Overhead @ 189.45 %	Profit @ 30.00 %	Rate Per Hour
Henry Haselton, Principal Geotechnical Engr	60.10	113.86	18.03	191.99
Steve Germiot, Senior Associate Hydrogeologist	64.50	122.20	19.35	206.05
John Peterson, Senior Assoc Geotechnical Engr	50.59	95.84	15.18	161.61
Erik Andersen, Senior Associate Engineer	52.89	100.20	15.87	168.96
David McCormack, Assoc Engr Geologist	50.09	94.90	15.03	160.01
Scott Kindred, Associate Water Resources Engr	43.08	81.62	12.92	137.62
Tyson Carlson, Senior Hydrogeologist	40.70	77.11	12.21	130.02
Andrew Holmson, Senior Proj Geotech Engr	34.79	65.91	10.44	111.14
Eric Marhofer, Senior Proj Environmtl Engr	35.10	66.50	10.53	112.13
Brett Carp, Senior Proj Environmntl Scientist	38.14	72.26	11.44	121.84
Nicholas Szot, Project Geotechnical Engineer	32.70	61.95	9.81	104.46
Matthew von der Ahe, Senior Staff Geologist	24.19	45.83	7.26	77.27
Amy Tice, Senior Staff Geologist	22.72	43.04	6.82	72.58
Jared Bean, Staff Hydrogeologist	22.13	41.93	6.64	70.69
Aaron Pruitt, Staff Hydrogeologist	22.13	41.93	6.64	70.69
Steve Cudd, Senior CAD/GIS Specialist	31.38	59.45	9.41	100.24
Emelie Healy, Senior GIS Specialist	29.99	56.82	9.00	95.80
Hiliary Lovelace, GIS Analyst	20.62	39.06	6.19	65.87
Audree DeAngeles, Senior Technical Editor	34.44	65.25	10.33	110.02
Cecilia Grasso, Senior Project Assistant	26.00	49.26	7.80	83.06

Exhibit G-2
Net Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

[illegible]

Exhibit G-3

Aspect Consulting, LLC
Overhead Schedule
For the Year Ended December 31, 2012

Description	Financial Statement Amount	Aspect Consulting Adjustment	King County Adjustment 6.17.13	Ref.	Accepted Amount	%
Direct Labor	<u>\$ 2,178,156</u>				<u>\$ 2,178,156</u>	100.00%
Fringe Benefits:						
Benefits - PTO (Vac, Sick, Hol, Bereavement)	\$ 416,144				\$ 416,144	19.11%
Payroll Taxes - FICA & Medicare	287,484				287,484	13.20%
Payroll Taxes - FUTA & SUI	11,959				11,959	0.55%
Health, Life & Disability Ins & HSA Match	273,171	(11,040)		A	262,131	12.03%
Commuting Benefit	10,812				10,812	0.50%
Employee Relocation	13,000				13,000	0.60%
Workers' Comp. Insurance	15,306				15,306	0.70%
Profit Sharing (401-k) Match	107,332				107,332	4.93%
Total Fringe Benefits	<u>\$ 1,135,208</u>	<u>(11,040)</u>			<u>\$ 1,124,168</u>	<u>51.61%</u>
General Overhead:						
Subcontracted Labor & Direct Expense	\$2,914,795	(2,914,794.53)			\$ -	0.00%
Indirect Labor	1,056,042	(3,026.00)		B	1,053,016	48.34%
Relocation Costs	19,273				19,273	0.88%
Performance Bonus	642,500		(22,000)	I	620,500	28.49%
Severance Pay	17,530				17,530	0.80%
Guaranteed Payments/ Return on Investment	860,359	(860,359.43)		C	-	0.00%
Rent, Storage & Utilities	360,741				360,741	16.56%
Bank Fees	8,604				8,604	0.39%
Communication Systems (Phone & Internet)	68,245				68,245	3.13%
Information Systems Services & Supplies	23,642				23,642	1.09%
Information Systems Consulting	81,400				81,400	3.74%
Field Vehicles, Equip, Supplies & Main	59,011				59,011	2.71%
Employee Meals, Food & Entertainment	48,418	(48,417.84)		D	-	0.00%
Taxes & Licenses	203,168				203,168	9.33%
Depreciation & Amortization	128,181	(3,038.76)		E	125,143	5.75%
Marketing Dues & Subscriptions	12,813				12,813	0.59%
Advertising & Collaterals	7,180	(6,471.37)		F	708	0.03%
Client Relations	10,347		(10,347)	J	-	0.00%
Employee Recruiting & Training	65,437				65,437	3.00%
Outside Services	92,265	(11,638.00)		G	80,627	3.70%
Travel	21,535				21,535	0.99%
Business Insurance	63,166				63,166	2.90%
Supplies & Miscellaneous	117,713				117,713	5.40%
Donations	17,105	(17,104.96)		H	-	0.00%
Total General Overhead	<u>\$ 6,899,469</u>	<u>\$ (3,864,851)</u>	<u>\$ (32,347)</u>		<u>\$ 3,002,271</u>	<u>137.84%</u>
Total Overhead Costs	<u>\$ 8,034,677</u>	<u>\$ (3,875,891)</u>	<u>\$ (32,347)</u>		<u>\$ 4,126,439</u>	<u>189.45%</u>
Overhead Rate		368.88%			<u>189.45%</u>	

Prepared by Patricia Klimek

FAR & CFR References
Aspect Adjustments

- A Life Insurance on Key Employees FAR 31.205-19(e)(2)(v)
- B O/T Premium unallowable per 48 CFR 22.103-1 & 103-4-g.
- C Excess executive compensation unallowable per 48 CFR 31.205-6(p).
- D Employee gifts and recreation unallowable per FAR 31.205-13(b)
- E Amortization of goodwill unallowable per 48 CFR 31.205-49.
- F Public relations and advertising unallowable per 48 CFR 31.205-1.
- G Preparation fees for tax returns over \$250 unallowable per 48 CFR 31.205-41(b)
- H Contributions unallowable per 48 CFR 31.205-81.

Reviewed by Michael Williams, Cost Analyst for King County
King County Adjustments 6.17.13

- I Bonus limited to 15% of OH Pool.
- J Entertainment costs unallowable per FAR 31.205-14.

Description	Financial Statement Amount	Aspect Consulting Adjustment	King County Adjustment 6.17.13	Ref.	Accepted Amount	%

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: 2014-2015 On-Call Civil Engineering Services

Sub Consultant: Casseday Consulting (small firm, all inclusive hourly rate)

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
Principal Traffic Engr		X	175.00	\$	0.00
		X			
		X			
		X			
		X			
		X			
		X			
		X			
		X			
		X			
Total DSC				=	\$ 0.00

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 0 % x \$ 0.00 = 0.00

Fixed Fee (FF):

FF Rate x DSC of 0 % x \$ 0.00 = 0.00

Reimbursables:

Itemized =

SubConsultant Total

=

Grand Total

= 0.00

Prepared By: Katherine Casseday

Date: December 26, 2013

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

[illegible]

Confidential

Casseday Consulting**Financial Information****Calculated for 2012 Expenses****Based on almost full year operation in 2012****12/10/2012****Katherine Casseday, Owner****Rate Calculation**

Direct Labor - Net Wage	1511 hours	\$99 hour	\$ 149,589.00
Overhead Expenses			\$ 62,164.50
Travel expenses (parking, fees, tolls)	\$ 6,599		
Marketing and Promotion	\$ 509		
Depreciation	\$ 991		
Health Insurance	\$ 3,134		
Health Savings Account	\$ 3,575		
Professional Insurance	\$ 2,322		
Office Expenses	\$ 1,855		
Pension - IRA	\$ 35,000		
Maintenance	\$ -		
Taxes & Licenses	\$ 705		
Meals & Entertainment	\$ 370		
Utilities (telephone)	\$ 1,519		
Continuing Education, Dues & Subscriptions	\$ 4,585		
Professional Services	\$ -		
Computer & Internet expenses	\$ 1,001		
Estimated Reserve			\$ 6,000.00
Equipment/Computers	\$ 5,000		
Insurance increases	\$ 1,000		
Federal Income Tax			\$ 33,479.46
based on tax return	\$ 33,479.46		
Self Employment Taxes			\$ 16,088.00
From tax return	\$ 16,088.00		
Benefit Allowances			\$ 26,928.00
Vacation - 3 weeks	120 hrs	\$ 11,880.00	
Sick Leave - 2 weeks	80 hrs	\$ 7,920.00	
Holidays - 9 days	72 hrs	\$ 7,128.00	
Indirect labor			\$ 40,590.00
business admin	160 hrs	\$ 15,840.00	
training	23 hrs	\$ 2,277.00	
ite officer duties	87 hrs	\$ 8,613.00	
marketing and outreach	140 hrs	\$ 13,860.00	
Total Overhead: Estimated Expenses and Allowances for 2011			\$ 185,249.96
Based on 2010 first full year of operation.			
Overhead on Direct Labor	1.24		
Fee on Direct Labor, at 30%	0.3		\$ 44,876.70
Total: Direct Labor + Overhead + Fee			\$ 379,715.66
Total Hours Billed for 2011	1511 hours		
Hourly Billing Rate, calculated			\$ 251.30

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: 2014-2015 On-Call Civil Engineering Services

Sub Consultant: Krazan and Associates

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Lead Inspector</u>	<u> </u>	X	<u>24.10</u>	\$	<u>0.00</u>
<u>Support Inspector</u>	<u> </u>	X	<u>18.08</u>		<u>0.00</u>
<u>Project Manager</u>	<u> </u>	X	<u>36.26</u>		<u>0.00</u>
<u>Report Preparer</u>	<u> </u>	X	<u>19.25</u>		<u>0.00</u>
<u>Engineering Reviewer</u>	<u> </u>	X	<u>44.28</u>		<u>0.00</u>
<u> </u>	<u> </u>	X	<u> </u>		<u> </u>
<u> </u>	<u> </u>	X	<u> </u>		<u> </u>
<u> </u>	<u> </u>	X	<u> </u>		<u> </u>
<u> </u>	<u> </u>	X	<u> </u>		<u> </u>
Total DSC =					\$ <u>0.00</u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 141.9 % x \$ 0.00 = 0.00

Fixed Fee (FF):

FF Rate x DSC of 42.7 % x \$ 0.00 = 0.00

Reimbursables:

Itemized =

SubConsultant Total

=

Grand Total

= 0.00

Prepared By: Vijay Chaudhary

Date: December 31, 2013

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

[illegible]

Exhibit G-3
Breakdown of Subconsultants Overhead Cost

SubConsultant: Krazan and Associates, Inc.

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	\$ 7,242,503	100.00%
Payroll Taxes and Fringe Benefits:		
FICA	\$ 553,830	7.65%
Unemployment	\$ 103,183	1.42%
Health/Accident Insurance	\$ 812,097	11.21%
Medical Aid & Industrial Insurance	\$ 328,898	4.54%
Holiday/Vacation/Sick Leave	\$ 472,358	6.52%
Commission/Bonus/Pension	\$ 614,828	8.49%
Total Fringe Benefits	\$ 2,885,194	39.84%
General Overhead:		
State B&O Taxes	\$ 254,073	3.51%
Insurance	\$ 365,730	5.05%
Administration & Time Not Assignable	\$ 1,370,285	18.92%
Printing , Stationery & Supplies	\$ 251,850	3.48%
Professional Services	\$ 1,353,424	18.69%
Travel Not Assignable	\$ 106,063	1.46%
Telephone & Telegraph Not Assignable	\$ 190,633	2.63%
Fees, Dues & Professional Meetings	\$ 116,671	1.61%
Utilities & Maintenance	\$ 174,746	2.41%
Professional Development	\$ 24,080	0.33%
Rent	\$ 805,799	11.13%
Equipment Support	\$ 1,783,847	24.630%
Office, Miscellaneous & Postage	\$ 592,408	8.18%
Total General Overhead	\$ 7,389,609	102.03%
Total Overhead (General + Fringe)	\$ 10,274,803	141.87%
Overhead Rate (Total Overhead / Direct Labor)	141.9%	

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: 2014-2015 On-Call Civil Engineering Services

Sub Consultant: SWCA Environmental Consultants

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Specialist XI</u>	<u> </u>	X	<u>56.49</u>	\$	<u>0.00</u>
<u>Specialist X</u>	<u> </u>	X	<u>50.96</u>		<u>0.00</u>
<u>Specialist IX</u>	<u> </u>	X	<u>46.90</u>		<u>0.00</u>
<u>Specialist VII</u>	<u> </u>	X	<u>42.83</u>		<u>0.00</u>
<u>Specialist VI</u>	<u> </u>	X	<u>30.05</u>		<u>0.00</u>
<u>Specialist V</u>	<u> </u>	X	<u>29.50</u>		<u>0.00</u>
<u>Specialist IV</u>	<u> </u>	X	<u>27.46</u>		<u>0.00</u>
<u>Specialist III</u>	<u> </u>	X	<u>25.01</u>		<u>0.00</u>
<u>Specialist II</u>	<u> </u>	X	<u>22.04</u>		<u>0.00</u>
			Total DSC	=	\$ <u>0.00</u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 170.55 % x \$ 0.00 = 0.00

Fixed Fee (FF):

FF Rate x DSC of 30 % x \$ 0.00 = 0.00

Reimbursables:

Itemized =

SubConsultant Total

=

Grand Total

= 0.00

Prepared By: Benn Burke

Date: December 26, 2013

Exhibit G-1

Subconsultant Fee Determination - Summary Sheet (Mandatory when Subconsultants are utilized)

Project: 2014-2015 On-Call Civil Engineering Services

Sub Consultant: SWCA Environmental Consultants (con't)

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
Specialist I _____	_____	X	_____	\$	_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
Total DSC = \$ _____					

Overhead (OH Cost -- including Salary Additives):

$$\text{OH Rate} \times \text{DSC of } \underline{170.55} \% \times \$ \underline{\hspace{2cm}} = \underline{0.00}$$

Fixed Fee (FF):

FF Rate x DSC of 30 % x \$ = 0.00

Reimbursables:

Itemized = _____

SubConsultant Total

Grand Total

= 0.00

Prepared By: Benn Burke

Date: December 26, 2013

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Subconsultant SWCA Environmental Consultants				
Discipline or Job Title	Hourly Rate	Overhead @ <u>170.55</u> %	Profit @ <u>30.00</u> %	Rate Per Hour
Specialist XI	56.49	96.34	16.95	169.78
Specialist X	50.96	86.91	15.29	153.16
Specialist IX	46.90	79.99	14.07	140.96
Specialist VII	42.83	73.05	12.85	128.73
Specialist VII	36.54	62.32	10.96	109.82
Specialist VI	30.05	51.25	9.02	90.32
Specialist V	29.50	50.31	8.85	88.66
Specialist IV	27.46	46.83	8.24	82.53
Specialist III	25.01	42.65	7.51	75.17
Specialist II	22.04	37.59	6.61	66.24
Specialist I	19.37	33.04	5.81	58.22



Statement of Direct Labor, Fringe Benefits,
and General Overhead
December 31, 2012

SWCA, Incorporated

EXHIBIT G-3

SWCA, Incorporated
Statement of Direct Labor, Fringe Benefits, and General Overhead
Year Ended December 31, 2012

Description	Total Expense	Unallowed Costs	Allowed Costs	Percentage of Direct Labor
		(a) \$ (444,975)		
		(m) (27,299)		
Total Direct Labor	\$ 19,162,242	\$ (472,274)	\$ 19,634,516	100%
Fringe Benefits				
Payroll taxes	\$ 2,968,929	\$ -	\$ 2,968,929	15.12%
Paid leave	3,513,038	-	3,513,038	17.89%
Medical group insurance	2,572,600	-	2,572,600	13.10%
Workers' compensation	218,386	-	218,386	1.11%
Stock option compensation	223,223 (b)	223,223	-	-
ESOP and 401(k) contributions	2,821,650 (o)	2,567,645	254,005	1.29%
	12,317,826	2,790,868	9,526,958	48.52%
General Overhead				
Indirect labor	11,212,163 (a)	444,975	9,274,422	47.24%
		(c) 118,878		
		(d) 1,346,589		
		(m) 27,299		
Bonuses	5,009,357	-	5,009,357	25.51%
Publication incentive	13,500	-	13,500	0.07%
Advertising	172,077 (c)	172,077	-	-
Amortization of intangible assets	16,667 (e)	16,667	-	-
Automobile rental	235,184	-	235,184	1.20%
Vehicle - SWCA owned	230,144	-	230,144	1.17%
Bad debt	52,978 (f)	52,978	-	-
Bank charges	50,627	-	50,627	0.26%
Contributions	12,050 (g)	12,050	-	-
Depreciation and amortization	1,253,671	-	1,253,671	6.39%
Directors and professional fees	159,270	-	159,270	0.81%
Dues, memberships and seminars	253,905 (c)	63,070	190,835	0.97%
Books, publications and subscriptions	43,617	-	43,617	0.22%
Educational assistance	10,513	-	10,513	0.05%
Employee training	157,704	-	157,704	0.80%
Fines and penalties	625 (h)	625	-	-
Equipment rental	78,653	-	78,653	0.40%
Office equipment rental	14,770	-	14,770	0.08%
Lease expense	3,488,872 (n)	34,645	3,454,227	17.59%
Legal and accounting	402,479	-	402,479	2.05%
Liability insurance	424,671	-	424,671	2.16%
Licenses, taxes and permits	42,474	-	42,474	0.22%

SWCA, Incorporated
Statement of Direct Labor, Fringe Benefits, and General Overhead
Year Ended December 31, 2012

Description	Total Expense	Unallowed Costs	Allowed Costs	of Direct Labor
Loss on sale of assets	1,328	-	1,328	0.01%
Materials and supplies	286,964	-	286,964	1.46%
Mileage reimbursement	43,226	-	43,226	0.22%
Relocation reimbursement	21,661	-	21,661	0.11%
Computer supplies	145,053	-	145,053	0.74%
Office supplies	253,050	-	253,050	1.29%
Petty cash under	21	-	21	-
Outside services	399,919 (c)	890	399,029	2.03%
Per diem indirect	13,529	-	13,529	0.07%
Postage and delivery	87,744	-	87,744	0.45%
Property taxes in office leases	31,551	-	31,551	0.16%
Repairs and maintenance	133,294	-	133,294	0.68%
Software licensing and maintenance	653,954	-	653,954	3.33%
Telephone	416,947	-	416,947	2.12%
Cell phone and communications	228,841	-	228,841	1.17%
Meals	260,016 (j)	74,159	185,857	0.95%
Entertainment	277,986 (j)	277,986	-	-
Miscellaneous	21,745 (k)	21,745	-	-
Travel and lodging	903,339 (i)	96,055	807,284	4.11%
Utilities	138,441	-	138,441	0.71%
State franchise and income tax	86,176	-	86,176	0.44%
Finance charge expense	139 (l)	139	-	-
Interest expense	18 (l)	18	-	-
Gross receipts taxes	59,177	-	59,177	0.30%
Allocation to direct costs	(1,153,403)	-	(1,153,403)	-5.87%
	<u>26,646,687</u>	<u>2,760,845</u>	<u>23,885,842</u>	
Total Indirect Expenses	<u>\$ 38,964,513</u>	<u>\$ 5,551,713</u>	<u>\$ 33,412,800</u>	<u>170.2%</u>
Facilities Capital Cost of Money			<u>\$ 67,911</u>	<u>0.35%</u>

(a) **Standard rate adjustment**

Effective rate was used for financial statement preparation. Adjustment to standard rate was made.

(b) **§31.205-6 Compensation for personal services**

Compensation expense based on changes in the prices of corporate securities, such as stock options, are unallowable and adjusted out of the indirect cost pool.

(c) **§31.205-1 Public relations and advertising costs**

Marketing costs and costs associated with Lobbying Organizations are unallowable and is adjusted out of the indirect cost pool. Costs of gifts are unallowable and are adjusted out of the indirect cost pool.

(d) **Highly compensated employees**

Compensation for highly compensated employees in excess of the 2013 National Compensation Matrix - Executive Compensation is excluded.

(e) **§31.205-49 Amortization of intangible assets**

The Company has acquired certain intangible assets and goodwill in an asset purchase. The Company excludes this amortization from the indirect cost calculation.

(f) **§31.205-3 Bad debts**

Bad debts, whether actual or estimated losses arising from uncollectible accounts receivable, and any collection costs and related legal costs are unallowable and are adjusted out of the indirect cost pool.

(g) **§31.205-8 Contributions or donations**

Contributions are unallowable and are adjusted out of the indirect cost pool.

(h) **§31.205-15 Fines and penalties**

Fines and penalties are unallowable and are adjusted out of the indirect cost pool.

(i) **§31.205-46 Travel costs**

Travel costs in excess of CONUS per diem rates are unallowable and are adjusted out of the indirect cost pool.

(j) **§31.205-14 Entertainment costs**

Entertainment costs are unallowable and are adjusted out of the indirect cost pool.

(k) **§31.205-13 Miscellaneous costs**

Costs of gifts are unallowable and are adjusted out of the indirect cost pool.

(l) **§31.205-20 Interest and other financial costs**

Interest and other financial costs are unallowable and are adjusted out of the indirect cost pool.

(m) **§22.103-1 Overtime premium**

Premium for overtime hours is unallowable and are adjusted out of the indirect cost pool.

(n) **§31.205-36 Rental costs**

Related party rent (not an arm's length transaction) is limited to actual cost of ownership, net of interest and other unallowable items.

(o) **§31.205-6 ESOP costs**

Compensation expense based on changes in ESOP value have been voluntarily adjusted out of the indirect cost pool, though are considered allowable in accordance with FAR §31.205.6(j).

Exhibit G-1

Subconsultant Fee Determination - Summary Sheet (Mandatory when Subconsultants are utilized)

Project: 2014-2015 On-Call Civil Engineering Services

Sub Consultant: Universal Field Services Inc.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	<u>Rate</u>	=	<u>Cost</u>
<u>Project Oversight / PM</u>	<u> </u>	X <u> 52.00</u>	\$	<u> 0.00</u>
<u>Senior Acq.- Relo. Specialist</u>	<u> </u>	X <u> 44.00</u>		<u> 0.00</u>
<u>Acquisition Specialist</u>	<u> </u>	X <u> 36.00</u>		<u> 0.00</u>
<u>Senior Admin / Proj Coord</u>	<u> </u>	X <u> 31.00</u>		<u> 0.00</u>
<u> </u>	<u> </u>	X <u> </u>		<u> </u>
<u> </u>	<u> </u>	X <u> </u>		<u> </u>
<u> </u>	<u> </u>	X <u> </u>		<u> </u>
<u> </u>	<u> </u>	X <u> </u>		<u> </u>
<u> </u>	<u> </u>	X <u> </u>		<u> </u>
<u> </u>	<u> </u>	X <u> </u>		<u> </u>
<u> </u>	<u> </u>	X <u> </u>		<u> </u>
Total DSC	=	\$		0.00

Overhead (OH Cost -- including Salary Additives):

$$\text{OH Rate} \times \text{DSC of } \underline{67.64} \% \times \$ \underline{0.00} = \underline{0.00}$$

Fixed Fee (FF):

FF Rate x DSC of 30 % x \$ 0.00 = 0.00

Reimbursables:

Itemized = _____

SubConsultant Total

11

Grand Total

= 0.00

Prepared By: Mitch Legel

Date: December 24, 2013

Exhibit G-2
t Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

[illegible]

Exhibit G-3

UNIVERSAL FIELD SERVICES, INC. DIVISION SUMMARY as of 30-Sep-13

as of 30-Sep-13

UPPER NORTHWEST DIVISION		Year	Year	Job	Job
0006	Sep-13	Sep %	to Date	to Date	to Date
Revenue:					
Gross Revenue	246,683.04		2,503,441.80		14,430,588.76
Expense:					
Direct Costs-Salary Costs	88,764.55		816,328.99		4,809,633.16
Direct Costs-Payroll Burdens	24,722.73		216,817.63	26.56%	1,349,474.86
Other Direct Costs	55,169.27		690,854.56		4,942,055.30
Job Gross Profit	78,026.49		779,440.62	31.13%	3,329,425.44
Less:					
Division Overhead - Actual	(24,103.29)	27.15%	(213,753.81)	26.18%	
Division Gross Profit	53,923.20	21.86%	565,686.81	22.60%	
Corporate Overhead 14.90%	(16,136.18)	18.18%	(121,633.02)	14.90%	
** as a % of Direct Salary Costs					
Net Income/Loss ()	37,787.02	15.32%	444,053.79	17.74%	
Overhead % Summary:					
Payroll Burden Overhead		0.00%		26.56%	
Division Overhead		27.15%		26.18%	
Corporate Overhead		18.18%		14.90%	
TOTAL OVERHEAD %		45.33%		67.64%	

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency _____

I hereby certify that I am Dan Russell and duly authorized representative of the firm of Tetra Tech Inc. whose address is 400 112th Ave NE, Suite 400 - Bellevue, WA 98004 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

3 January 2014
Date


Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Des Moines, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B). of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Tetra Tech Inc.

3 January 2014
(Date)

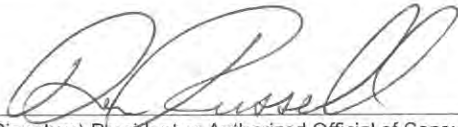

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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 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 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 such 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.

Consultant (Firm): Tetra Tech Inc.

3 January 2014
(Date)


(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of 2014-2015 On-Call Services * are accurate, complete, and current as of 1/2/2014 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Tetra Tech Inc.

Name Dan Russell

Title Vice President

Date of Execution*** 1/3/2014

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Tetra Tech Inc. 400 112th Ave NE, Suite 400 Bellevue, WA 98004 (425)635-1000
Agreement Number	Project Title And Work Description 2014-2015 On-Call Civil Engineering Services
Federal Aid Number	
Local Agency City of Des Moines	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____ City of Des Moines _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

By 

Consultant Dan Russell

By _____

Consultant _____

LOCAL AGENCY

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

By _____

Agency _____

**CITY OF DES MOINES
ENGINEERING SERVICES DEPARTMENT
REQUEST FOR QUALIFICATIONS
ON-CALL GENERAL CIVIL ENGINEERING SERVICES
2014 – 2015
Submittal Due Date: October 4, 2013**

GENERAL SCOPE:

The City of Des Moines is requesting statements of qualifications for firms interested in providing on-call General Civil Engineering Services for various City projects and tasks. The selected consultant(s) shall be responsible for preparing and/or reviewing civil engineering plans and specifications and where necessary, associated NEPA and or SEPA, studies, reports, and permits. The selected consultant(s) will be responsible for review of engineering aspects of selected developer plans. The selected consultant(s) will also provide predesign studies and final design assistance in support of City capital projects, operations, and maintenance including but not limited to, projects selected from the City of Des Moines adopted Transportation Improvement Plan. The City may also require architectural, landscape and/or urban design services in support of capital projects possibly including, but not limited to, arterial corridor planning, preservation of historic structures and/or improvements in the city center. The selected consultant(s) shall be available on an as-needed basis from January 1, 2014 to December 31, 2015. One or more consultant contracts will be considered under this solicitation, each with a maximum cost of up to \$1,000,000, incurred under multiple task order assignments. The Consultant(s) will be expected to respond on short notice to requests for technical services to resolve urgent task orders.

PROFESSIONAL SERVICES REQUIRED:

It is the intent of the City of Des Moines that the selected firm(s) will have experience in accomplishing similar work for municipal clients. The ideal firm(s) would be able to provide civil engineering services including the specialty areas of bridge and structural engineering, geotechnical engineering, pavement and roadway design, traffic engineering, transportation planning including preparation of comprehensive transportation plans, corridor studies and traffic impact fee programs, surface water management plans, utility plans, construction engineering and construction management. Other services requested of the selected consultant(s) may include survey, wetlands & environmental studies, permit acquisition, right-of-way services, materials testing, construction management and inspection, grant preparation, and other related work.

Work performed under this scope will consist of individually negotiated task order assignments processed under a consultant agreement. Work will be based upon a project scope that may involve any one or a combination of disciplines and expertise and therefore may require the participation of one or several individual specialists. Work on scoping and/or preparation of the individual task order assignments is not reimbursable.

In the case of projects covering two or more distinct phases, when the cost for the second phase depends on decisions reached during the first phase, the task order assignment should cover only the first phase. The consultant agreement(s) for preliminary engineering will state that the consultant may be considered for subsequent phases upon satisfactory performance on prior work and upon negotiation of an agreement for the subsequent phase(s). The City of Des Moines is not obligated to use the same consultant firm for all phases. Separate consultant task order assignments may be considered for each phase (e.g., one for preliminary engineering and another for construction engineering).

RFQ SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA:

Responses to this Request for Qualifications shall be limited to fifteen (15) single-sided pages, not including cover letter. A minimum of three references pertaining to the requested services must be listed, with current phone numbers and contact persons as a part of the RFQ. In addition, the consultant may submit a brochure describing the general capabilities of their firm along with the RFQ.

The RFQ's will be evaluated by a selection committee. If the selection committee cannot make definitive consultant selections, the City may choose to conduct oral interviews of top ranking firms. The committee will ultimately select Civil Engineering firms to be included on an on-call roster for 2014-2015.

The selection committee will use, but will not be limited to, the following criteria for consultant selection:

- Consultant's specialized experience and technical competence in performing the type of work requested in the general scope of work. The proposal document should list work experience specific to the consultant's staff members who would work for the City under this contract. (45 points)
- Demonstrated ability to perform work in a timely manner. (20 points)
- Demonstrated ability to be responsive, meet schedules and manage budgets. (30 points)
- Demonstrated ability to successfully work with municipalities and regulatory agencies. (25 points)
- Experience and ability to work on federally funded projects consistent with state and national requirements. (20 points)
- Experience with historically significant structures and municipal facilities. (10 points)

Total maximum points: 150

The City of Des Moines in accordance with Title VI of the Civil Rights Act of 1964, Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Please be advised that Federally funded projects will be held to Federal EEO requirements. Consultants will also be held to ADA and Civil Rights language for the City of Des Moines.

Five (5) copies of the response to this RFQ must be delivered to the City of Des Moines, 21650 11th Avenue South, Des Moines, WA 98198, Attention: Brandon Carver, by **4:00 PM on October 4, 2013**. Questions regarding this Request for Qualifications should be directed in writing, via e-mail only, to Scott Romano, at sromano@desmoineswa.gov by 12:00 PM September 27, 2013. City written responses will be available to interested parties on or before the COB October 1, 2013.

Published in the Daily Journal of Commerce: September 12, 2013 and September 19, 2013.

DISCIPLINES

Consensus Ranking

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone	
☐ Architectural/Engineering Agreement ☐ Personal Services Agreement Agreement Number _____		Project Title And Work Description	
Federal Aid Number _____			
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☐ Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed _____ % ☐ Fixed Overhead Rate _____ % Fixed Fee \$ _____ ☐ Specific Rates Of Pay ☐ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work			
		DBE Participation ☐ Yes ☐ No _____ %	
		Federal ID Number or Social Security Number	
		Do you require a 1099 for IRS? ☐ Yes ☐ No	Completion Date
		Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ _____	

Index of Exhibits (Check all that apply):

- | | |
|--|---|
| ☐ Exhibit A-1 Scope of Work | ☐ Exhibit G-2 Fee-Sub Specific Rates |
| ☐ Exhibit A-2 Task Order Agreement | ☐ Exhibit G-3 Sub Overhead Cost |
| ☐ Exhibit B-1 DBE Utilization Certification | ☐ Exhibit H Title VI Assurances |
| ☐ Exhibit C Electronic Exchange of Data | ☐ Exhibit I Payment Upon Termination of Agreement |
| ☐ Exhibit D-1 Payment - Lump Sum | ☐ Exhibit J Alleged Consultant Design Error Procedures |
| ☐ Exhibit D-2 Payment - Cost Plus | ☐ Exhibit K Consultant Claim Procedures |
| ☐ Exhibit D-3 Payment - Hourly Rate | ☐ Exhibit L Liability Insurance Increase |
| ☐ Exhibit D-4 Payment - Provisional | ☐ Exhibit M-1a Consultant Certification |
| ☐ Exhibit E-1 Fee - Lump/Fixed/Unit | ☐ Exhibit M-1b Agency Official Certification |
| ☐ Exhibit E-2 Fee - Specific Rates | ☐ Exhibit M-2 Certification - Primary |
| ☐ Exhibit F Overhead Cost | ☐ Exhibit M-3 Lobbying Certification |
| ☐ Exhibit G Subcontracted Work | ☐ Exhibit M-4 Pricing Data Certification |
| ☐ Exhibit G-1 Subconsultant Fee | ☐ App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By _____ By _____

Consultant _____ Agency _____

Project No. _____

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This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Disadvantaged Business Enterprise Utilization Certification

(Optional - Use only when DBE Consultant is Utilized)

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. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

_____ certifies that the Disadvantaged Business Enterprise
Name of Bidder
(DBE) 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.)

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

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ _____ ***

* 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 "Counting 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.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D-1 Payment (Lump Sum)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31. The estimate in support of the lump sum amount is attached hereto as Exhibit "D" and by this reference made part of this AGREEMENT.

- A. **Lump Sum Agreement:** Payment for all consulting services for this PROJECT shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.
 - 1. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."
 - 2. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of costs on a monthly basis. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rate, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:

- a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
- b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-3

Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."

 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.

 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

 - d. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-4

Payment (Provisional Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT'S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

- d. All above charges must be necessary for the services provided under this AGREEMENT.
3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
 4. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "E" including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
 5. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

6. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @ _____ %	Profit @ _____ %	Rate Per Hour
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Exhibit F

Breakdown of Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
Total Fringe Benefits		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
Total General Overhead		
Total Overhead (General + Fringe)		
Overhead Rate (Total Overhead / Direct Labor)		

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: _____

Sub Consultant: _____

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
_____	_____	X	_____	\$	_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
			Total DSC	=	\$ _____

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of _____ % x \$ _____ = _____

Fixed Fee (FF):

FF Rate x DSC of _____ % x \$ _____ = _____

Reimbursables:

Itemized _____ = _____

SubConsultant Total _____ = _____

Prime Mark-Up _____ % X _____ = _____

Grand Total _____ = _____

Prepared By: _____ Date: _____

DOT 140-089 EF Exhibit E-2
8/07

Exhibit G-3
Breakdown of Subconsultants Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
Total Fringe Benefits		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
Total General Overhead		
Total Overhead (General + Fringe)		
Overhead Rate (Total Overhead / Direct Labor)		

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit L

(To Be UsEd Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit M-1(a) **Certification Of Consultant**

Project No. _____
Local Agency _____

I hereby certify that I am _____ and duly authorized
representative of the firm of _____ whose address is
_____ and that neither I nor the above
firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of _____, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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;
 - C. 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 (I) (B), of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): _____

 (Date)

 (Signature) President or Authorized Official of Consultant

Exhibit M-3

Certification Regarding The Restrictions of The use of Federal Funds for Lobbying

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 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 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 such 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.

Consultant (Firm): _____

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____ *
are accurate, complete, and current as of _____ **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Name _____

Title _____

Date of Execution*** _____

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone
Agreement Number	Project Title And Work Description
Federal Aid Number	
Local Agency	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT**LOCAL AGENCY**

By _____

By _____

Consultant _____

Agency _____

By _____

By _____

Consultant _____

Agency _____

By _____

Agency _____

By _____

Agency _____

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Parametrix Task Order Assignment
for 2014 SWM Comprehensive Plan

ATTACHMENTS:

1. Scope of Work

FOR AGENDA OF: January 30, 2014

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: January 21, 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: AD

Purpose and Recommendation

The purpose of this item is to seek City Council approval of the Task Order Assignment with Parametrix for the preparation of the 2014 Surface Water Comprehensive Plan. The scope of work has been reviewed by the Environment Committee and staff recommends approval of the Task Order Assignment pending approval of the 2014-2015 On-Call Consultant Roster.

Suggested Motion

Motion: "I move to approve the on-call Task Order Assignment 2014-01 with Parametrix for the 2014 Surface Water Comprehensive Plan in the amount of \$234,410.81, authorize a contingency in the amount of \$25,000, and further authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted."

Background

Unlike comprehensive plans for water and sewer purveyors that are required by law to be updated every six years, updating a comprehensive plan for a storm water utility is not required. That said, keeping a comprehensive plan for the surface water utility is important to keep up to date as it is a valuable resource for providing guidance for the many SWM activities and programs in addressing both water quality and quantity (flooding) problems throughout the city. The last time a comprehensive plan was completed for the SWM utility was in 1991, also prepared by Parametrix, shortly after the SWM utility

was formed. Since then, several areas have been incorporated into the City, several basin studies have been completed and numerous projects that have been identified by those studies have been completed while other projects that have been identified since the 1990's still need to be completed. New regulatory requirements, such as the NPDES permit have also been placed on the SWM utility. Maintenance needs have also dramatically grown as new, larger and more complex public storm water facilities are constructed and placed under the care of the City. Most concerning, is the overall age and composition of the drainage system. Over the last several years, there have been a number of pipe failures whereby the aging corrugated metal storm pipe has corroded and collapsed as the pipe's useful life has been reached or exceeded.

Advances in technology also need to be considered that could help manage the storm water assets, optimize the use of maintenance staff and equipment and track costs of the various elements of the program (all costs associated with the NPDES permit are required to be tracked separately).

Staff is recommending that a regular update to the Comprehensive Plan be conducted every 10 years with an update every 5 years, to reflect changes that occur within the utility. This is a similar frequency to that of other utilities and would allow any changes or conditions from the NPDES permit, which is reissued every 5 years, to be included in the following update.

Discussion

The Task Order Assignment with Parametrix consists of six tasks:

1. Review all existing documentation that relates to the City's stormwater management program (data, reports, studies, maps, codes and ordinances, etc.)
2. Analyze the current storm water program and conduct a needs assessment for the program. It is anticipated that an asset management program will be recommended by this study.
3. Develop a prioritized list of the City's Capital Improvement Program (CIP) along with project definitions, cost estimates, schedule and summary sheets for each project.
4. Preparation of the Comprehensive Plan. The draft plan will be brought to the Environment Committee at key milestones for input.
5. Public involvement including community meetings at several locations within the City. A total of six community meetings have been budgeted for soliciting public input to a draft plan.
6. Conduct a fiscal analysis that incorporates the results of the Comprehensive Plan. It is anticipated that a decision matrix be provided that defines various levels of service for the utility and a utility rate for each level of service. This analysis will include any necessary rate adjustments to be applied to the recently adopted rate structure.

Details of the tasks to be performed are shown in Attachment 1.

Alternatives

Council could decide to not to update the Surface Water Comprehensive Plan at this time. This is not advisable as the current adopted Comprehensive Plan is very outdated and does not contain many of the current issues facing the storm water program.

Financial Impact

The SWM operating budget, under professional services, includes \$250,000 for doing the Comprehensive Plan as well as an additional \$25,000 for contingency, if needed. One of the tasks of the Comprehensive Plan will be to perform a fiscal analysis to determine whether the current SWM rates are

adequate to cover the needs of the utility over the next 5-6 years. The recently adopted SWM rates, that were modified to reflect changes in the rate structure, may again be adjusted depending on the level of service that is selected.

Recommendation or Conclusion

Staff recommends that Council approve the suggested motion.

Concurrence

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

Formal Task Assignment DocumentTask Number 2014-01

The general provisions and clauses of Agreement On-Call Svcs. shall be in full force and effect for this Task Assignment

Location of Project: City of Des Moines, WashingtonProject Title: 2014-2015 General On-Call Civil Engineering ServicesMaximum Amount Payable Per Task Assignment: \$234,410.81Completion Date: November 1, 2014

Description of Work:

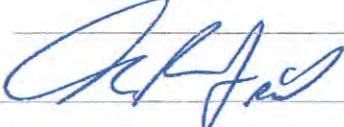
(Note attachments and give brief description)

Parametrix will provide services to update the City's Surface Water Comprehensive Plan according to the attached scope of work.

The budget estimate summary and detail are also attached.

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature:  Date: 1/7/14

Agency Approving Authority: _____ Date: _____

ATTACHMENT A – SCOPE OF WORK

City of Des Moines Surface Water Comprehensive Plan Development

The City of Des Moines (the City) has requested that Parametrix prepare a scope of work outlining services that Parametrix will provide in updating the City's Surface Water Comprehensive Plan (SWCP). The SWCP will build on the City's existing stormwater management program and known stormwater problems to ensure that the stormwater infrastructure, policies, and funding mechanisms will meet the City's stormwater management needs in the future.

TASK 1 – PROJECT MANAGEMENT AND QA/QC

Goal

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

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

Assumptions

- Initial kick-off meeting attended by up to three (3) Parametrix staff.
- Project updates will occur bi-monthly.

Deliverables

- Kick-off meeting with City and Parametrix staff.
- Monthly invoices and progress reports.
- Bi-monthly progress updates.
- QA/QC review documentation (delivered upon request).

TASK 2 – REVIEW EXISTING DOCUMENTATION

Goal

Parametrix will review applicable data, reports, studies, maps, and other information related to the City's stormwater management program, surface water resources, and Construction Improvement Program (CIP) needs. Parametrix will identify gaps in the data based on previous experience with SWCP and discussions with City staff.

Approach

Parametrix will review the following information, as available:

- 1991 Surface Water Plan.
- Previous Surface Water Rate Studies
- Available staffing analysis
- 2013 Annual Reports and Stormwater Management Program (SWMP) documents.
- City Illicit Discharge Detection and Elimination (IDDE) and Erosion and Sedimentation Control Inspection policies.
- City codes and ordinances pertaining to stormwater.
- City comments on the draft Phase II Permit.
- Capital Improvement Program 2011-12 – 2015-16, plus any additional project lists or records of stormwater problem areas.
- Basin Plans and related studies

Geographic information system (GIS) data including existing stormwater system, soils, water resources, utilities, land uses, aerial photos, streets, topography, zoning, tax lots, buildings, and private stormwater facilities.

- Water quality data from surface water or stormwater monitoring programs.
- Record drawings (as-builts) for stormwater facilities that require rehabilitation or replacement (if applicable and available).
- Information on groundwater resources, including wellhead protection areas.
- A synthesized list of historic CIP and basin-plan related stormwater projects. The list should identify incomplete projects, completed projects, success of the projects, and additional projects that are needed, if known.
- Information on planned developments, annexation areas, or land use changes from the Community Development Department.
- Information on the City's existing storm and surface water operations and maintenance program.
- Existing modeling data on the City's stormwater system and drainage basins within the City, if available.
- Background information on the City's current stormwater utility fee and other information related to financial policy.

Assumptions

- The City will provide all of the above information or will provide direction on how the data can be obtained electronically.

Deliverables

- Memorandum to the City project manager summarizing information reviewed and identifying data gaps.

TASK 3 – EVALUATION AND NEEDS ASSESSMENT

Goal

Parametrix will facilitate a kick-off workshop with City staff to assess the City's current stormwater management program to identify areas of the program that are working well and areas that need improvement.

Approach

Subtask 3.1 – Workshop with City and Parametrix Staff

Task 3 will be initiated with a kick-off workshop with City staff, including operation and maintenance personnel (as directed by the City project manager). This workshop will help to establish a mutual understanding of the City's stormwater program needs between the City and the Parametrix team. Parametrix will develop a simple questionnaire for City staff to complete before this meeting to guide the workshop discussion. Workshop topics are expected to include the following:

- What is your opinion of the stormwater program as a whole? (What is working and what/where is improvement needed?)
- How are public and private facilities currently inspected and maintained?
- What are the current operation & maintenance practices for City-owned stormwater facilities located in the right-of-way?
- What are the current pollution prevention procedures (e.g., street sweeping, catch basin cleaning, etc.)?
- What areas and stormwater facilities are in need of rehabilitation?
- Opportunities and constraints related to implementing low-impact development (LID) approaches.
- Are there current flooding and water quality issues? If so, where?
- Other information identified by City staff for comprehensive stormwater planning purposes such as potential stormwater needs that could result from annexation of new areas, coordination with surrounding jurisdictions, etc.

This workshop will also serve as a forum for discussing goals and objectives for the City's stormwater program (e.g., beyond achieving regulatory compliance, what does the City want to accomplish with regard to stormwater flow control, water quality, and public education?). Once input from City staff has been compiled and discussed, Parametrix will use this information to identify and prioritize the City's needs and issues, laying the foundation for subsequent tasks.

Subtask 3.2 – Needs Assessment

Parametrix will analyze the City's stormwater management program policies and procedures, and will focus on issues that are of the greatest concern to the City. Parametrix will use the results of the workshop and data review to compare the status of stormwater program elements with regulatory drivers and internal City needs and requirements. Parametrix will identify gaps in program coverage (if any) and work with the City to develop a plan that addresses those gaps. Parametrix will assess options and needs to address gaps and needs in program coverage such as additional funding, equipment, staffing, stakeholder concerns, budgetary needs, policy changes or updates, and planning considerations. The

needs assessment will include an evaluation of the future fulltime equivalent (FTE) staffing needs of the City to implement capital and programmatic activities necessary over the next NPDES Phase II Municipal Stormwater Permit term (2013–2018) compared to current FTE levels.

Examples of important issues to address during this phase of the project include:

- Evaluating stormwater program needs based on current and pending Phase II Permit requirements.
- Evaluating and refining methods for public and private stormwater facility inspections and maintenance (including policy development for when the City should spend utility funds on private storm systems).
- Developing a proactive repair and replacement program for aging stormwater infrastructure that addresses asset assessment and management (e.g., aging corrugated metal pipe systems).
- Evaluating the need for a water-quality retrofit program.
- Developing a more proactive CIP program.
- Identifying problem drainage areas to be addressed through future CIP projects.
- Assessing the need and, if applicable, assisting the City in the development of a City drainage policy for determining when and if the City should spend utility funds on private property.

Assumptions

- Up to three (3) Parametrix staff members will participate in the workshop. One 4-hour meeting is assumed.
- The City will identify and invite other City staff to participate in the workshop. Suggested attendees include representatives from Public Works (including O&M staff), Community and Economic Development, and Finance Departments.
- The City will review a stormwater management program questionnaire, provided by Parametrix, and provide consolidated feedback at least 1 week prior to the workshop.
- The City will prepare full-sized map plots if necessary to support discussion topics, unless suitable digital formatted file is provided to Parametrix at least 1 week prior to the workshop.
- The City will prepare any other supplemental graphic materials needed for the workshop, unless suitable digital formatted file is provided to Parametrix at least 1 week prior to the workshop.
- Up to three additional meetings will be scheduled with specific City and Parametrix staff to discuss different aspects of the stormwater program that will be evaluated for this task.
- Parametrix will develop draft meeting notes, summarizing the discussion during the workshop and subsequent meetings.
- The City will review and distribute meeting notes.
- This task does not include assistance with code amendment necessary to implement new programs (if applicable) or to meet new Phase II Permit requirements.

Deliverables

- Proposed agenda for workshop.
- Draft questionnaire for City staff to review and distribute before the meeting.

- Up to three (3) Parametrix staff members will lead one 4-hour workshop with City staff.
- Draft and final meeting notes, summarizing the discussion during the workshop and subsequent meetings.
- List of recommended areas for CIP field investigation (to be performed in Task 3).

TASK 4 – UPDATE STORMWATER CIP PROJECTS

Goal

Parametrix will work with City staff and will build upon the discussions and information gathered in Tasks 2 and 3 to evaluate problems and develop solutions that will be incorporated into a CIP. Parametrix will work with the City to screen potential CIP projects, provide planning-level opinions of cost, and assist in prioritizing projects for use in an analysis of rates.

Approach

Subtask 4.1 – Problem Evaluation and Solution Development

Building from the discussions and information gathered in Tasks 2 and 3, and from public meetings, Parametrix will work with the City to evaluate specific drainage and water-quality issues and develop solutions to incorporate into the CIP plan. The focus of the work on this CIP plan will be on identifying and evaluating known problems, categorizing known problems using a rating system that will be developed for the SWCP, developing and packaging solutions to identified problems, developing plans for repair and replacement of aging stormwater infrastructure, and prioritizing the solutions for integration into the financial rate analysis.

Subtask 4.2 – Develop Concept-Screening-Level CIP Project Definitions, Cost Estimates, and Summary Sheets

In collaboration with the City, Parametrix will identify solution(s) for problems that can be included as CIP projects. The preliminary list of solutions will be provided to the City for review and discussion. Parametrix will refine the preliminary list based on City input. Following City approval, Parametrix will develop CIP project concept-design and planning-level opinions of cost that will be presented on a “project summary sheet” outlining the problem, proposed solution, and opinion of cost assumptions. For those problems that cannot be solved with a capital project, Parametrix will recommend programmatic steps that are needed to reduce or eliminate the problem.

Subtask 4.3 – Prioritize CIP Projects

Parametrix will work with City staff to develop a simple and clear CIP prioritization framework specific to the City. This framework will present a tiered capital expenditure approach where three levels of spending will provide minimum, moderate, and excellent levels of service respectively. Once approved by the City, Parametrix will use this framework to prioritize and generally schedule the CIP projects based on need into horizons of 5, 10, 15 and 20 years in order to maximize effectiveness and simplify the adoption of the CIP plan. This approach will capture the most important issues for the City while grounding the CIP financially.

Assumptions

- Two (2) Parametrix staff members will spend up to 40 hours total (including preparation and travel time) to visit stormwater features and other areas identified in Tasks 2 and 3.
- Field evaluation will be focused on a qualitative evaluation of important stormwater or natural features. Field measurements (e.g., pipe diameter, channel geometry) may be collected where features are readily accessible, but the field evaluation will not include any survey data, water quality sampling, or flow measurements.
- A City maintenance staff member and the City's project manager will be available to meet with Parametrix staff to provide access and general field support as needed.
- Up to fifteen (15) problems will be assumed for budgeting purposes in the preliminary problem and solution list.
- Conceptual designs, cost estimates, and summary sheets will be developed for up to fifteen (15) CIP projects.
- If a problem area is evaluated, but a CIP project is not developed to address the issue, the recommended programmatic solutions and planning-level resource needs will be presented in the SWCP.
- Cost estimates for the CIP projects will be prepared using unit price information and a cost estimate template that is agreed upon by the City project manager in advance of preparing the estimates.
- The CIP summary sheets and cost estimates will be subject to one round of revision prior to incorporation into the SWCP, and all City review comments will be synthesized by the City project manager and consolidated into a single set of comments for each round of review. City review comments are anticipated within two weeks of project summary sheet and cost estimate submittal.
- Additional iterative CIP project and cost refinement may be performed between the draft and final SWCP, as budget and schedule allows.
- Parametrix will develop the graphics and figures for the CIP summary sheets.
- This task may require minor hydrologic or hydraulic modeling specific to the project site (no system-wide or interdependent hydrologic/hydraulic modeling using SWMM type models or modifications to HSPF models is currently included in the budget).
- No GPS, topographic or other survey is currently included in the budget.

Deliverables

- Photographs and photo log from the site visits.
- Memorandum summarizing the field effort and recommendations for additional data collection, if appropriate.
- Prioritization framework that will provide guidelines for scheduling CIP projects.
- Up to fifteen (15) DRAFT CIP project summary sheets, one for each CIP project in electronic format including the project summary sheets and cost estimates to the City for review and comment.

- Final versions of the project summary sheets and cost estimates will be prepared for inclusion in the SWCP prepared in Task 5.

TASK 5 – PREPARE SURFACE WATER COMPREHENSIVE PLAN

Goal

Parametrix will prepare a complete draft SWCP following an outline that will receive formal approval by the City project team. The report will outline the City's stormwater management program to be implemented over the next NPDES permit term (2013–2018), with explicit discussion of the work performed in previous tasks.

Approach

Parametrix will prepare an annotated outline of the draft report for review by City staff. Following the review and approval of the outline a draft report will be prepared. The draft report will include several chapters, graphics, performance measures, and recommendations organized by topic area (e.g., applicable regulations, current status of City stormwater programs, drainage problems and CIP projects, future needs and recommendations, public outreach and education issues, etc.), and will also describe linkages to other City programs. The report will be prepared in a manner that enables the City to readily post the plan on its web site.

Parametrix will finalize the SWCP, after receiving comments from City staff, as well as comments from public officials, stakeholders and the general public.

Assumptions

- A Preliminary Findings and Direction Meeting will be held towards the beginning of the Task 5 that summarizes the comments received from the public and presents the preliminary findings of Tasks 2 and 3 to obtain input from City staff on the direction of the SWCP.
- The format of the SWCP will be similar to the plan prepared by the City of SeaTac.
- Up to two Parametrix team members will meet with City staff on two separate occasions for up to two hours on each occasion to discuss comments received on the DRAFT SWCP.
- The City project manager will be responsible for coordinating comments on the annotated outline and draft report by City staff and will compile the comments for delivery to Parametrix to enable Parametrix to readily finalize the documents. City review comments are anticipated within two weeks of the annotated outline and draft report submittal.
- The City's GIS Team will be responsible for providing the following GIS data (if available): existing land uses, hydrologic soil groups, drainage basins, known storm pipes and structures, and aerial photos. Parametrix will be responsible for developing the figures which will be included in the SWCP.
- The City will provide photographs of public outreach and volunteer events (if available), stormwater staff and crews at work, and stormwater project accomplishments to be incorporated into the SWCP.

Deliverables

- Up to three (3) Parametrix staff will attend the Preliminary Findings and Direction Meeting.

- Parametrix will provide an agenda and meeting notes to the City confirming the findings of the meeting.
- Annotated outline in Microsoft Word format that covers key SWCP contents including outcomes of the previous tasks.
- Parametrix will submit the DRAFT SWCP in Microsoft Word and PDF electronic file format to City staff for review.
- Parametrix will provide up to ten (10) bound copies of the DRAFT SWCP for review by public officials and community stakeholders.
- Parametrix will submit the final SWCP in Microsoft Word and PDF electronic file formats. Parametrix will also provide five bound hard copies of the SWCP (and appendices).

TASK 6 – STAKEHOLDER INPUT AND PUBLIC INVOLVEMENT

Goal

Public involvement is an important part of an SWCP, and indirectly is required as part of the public involvement process under the City's NPDES Phase II municipal stormwater permit. Private property owners, developers, representatives of the development community, and homeowner associations will be more supportive of the SWCP if they are part of the planning process and have an opportunity to provide input.

This project will need to engage the public to seek input on existing and potential future issues of concern and input on the prioritization of the solutions for those identified problems. It will also be important to inform the public of the steps that will be taken to prepare the SWCP and then it will be important to implement the plan.

Approach

Parametrix staff will meet with the City project team early in the project to strategize effective methods of public involvement (i.e., incentives) and to plan scheduling and logistics.

Parametrix will lead the stakeholder input and public involvement task with support from the City as needed. This task will include drainage basin specific community meetings to collect input on drainage problems and allow drainage basin specific questions and information gathering to occur with stakeholders. There will also be two general public meetings to present the findings of Tasks 2 – 4.

Parametrix will also assist the City in preparing periodic updates on the planning process to be published through the City web site and/or newsletter. Parametrix may also develop flyers to advertise the opportunity to provide input on the SWCP, assist the City with reaching out to volunteer and community groups to garner support for the project, develop technical materials (if necessary) to support the project, and prepare public outreach materials throughout the SWCP development process as needed.

Finally, this task includes an initial presentation following completion of Tasks 2 and 3 and prior to preparation of the DRAFT SWCP and a final presentation to City Council.

Assumptions

- Parametrix will assist the City with advertising for community events.

- Up to three (3) Parametrix staff will collect input and comments at informational tables at six (6) scheduled community meetings (each drainage basin specific event is assumed to be up to 4 hours long and each general public meeting is assumed to be up to 6 hours).
- City staff will identify key stakeholder groups that should be targeted in the public involvement effort.
- City staff will be responsible for scheduling a room for the community meetings (if needed).
- Parametrix will prepare maps and other presentation materials to bring to the public meetings or community events.
- Up to two (2) Parametrix team members will participate in up to two (2) City Council presentations (each presentation assumed to be less than 30 minutes long and total attendance time at the workshop or meeting lasting no longer than 2 hours).

Deliverables

- Text for up to three (3) project status articles for City distribution.
- Outreach materials to describing the project to support the community events.
- Attendance at six (6) scheduled community meetings as described above.
- Attendance at up to two (2) City Council meetings.

TASK 7 – FISCAL ANALYSIS (FCS GROUP)

Goal

FCS Group will incorporate the results of the Surface Water Comprehensive Plan (SWCP), the City budget, and other financial information to project rates to City stormwater customers. The result will be a financial plan that includes any necessary rate adjustments applied to the City's recently adopted rate structure.

A complete scope of services and a breakdown of the budget estimate for Task 7 were prepared by FCS Group and are attached to this scope of services for reference.

PROJECT APPROACH

FCS GROUP will incorporate the results of the Surface Water Comprehensive Plan (SWCP), the City budget, and other financial information to project rates to City stormwater customers. The result will be a financial plan that includes any necessary rate adjustments applied to the City's recently adopted rate structure.

Task 1: Data Collection & Review

The consultant will prepare an initial data request identifying specific pieces of data to be collected. The consultant will review data provided and make formal requests for any additional items or explanations as necessary. Inconsistencies and problems in data collected will be identified and resolved to allow accurate analysis. Meet with City to discuss study goals and specific policy issues, including the charging of streets.

Task 1 Work Products:

- Data request.
- Additional data request as necessary.
- Participation in kickoff meeting with City and Parametrix staff.

Task 2: Revenue Requirements Update

The revenue requirement is defined as the total amount of rate revenue needed to meet an enterprise's financial obligations, including capital, operating, and policy-driven commitments. The results of the revenue requirement analysis will be the recommended percentage rate increases or decreases needed to meet the obligations of the stormwater service for 2014 (remaining) and beyond.

- 2.1 Using an Excel spreadsheet model and incorporating the results of the SWCP (both capital and projected operating costs), project operations and capital revenue requirements for a 10-year period.
- 2.2 Develop a level of service matrix to communicate rate results for varying service levels and associated costs.
- 2.3 Prepare for and participate in up to two (2) review meetings with City staff.
- 2.4 Revise / update revenue requirement findings based on City feedback.

Task 2 Work Products:

- Revenue requirements analysis and model in Excel spreadsheet
- Participation in review meetings with City and Parametrix staff.

Task 3: General Facilities Charge (GFC) Analysis

General facilities charges are one-time fees charged to new development at the time of development. They are an important component of virtually any utility capital funding strategy because they provide the mechanism for "growth paying for growth."

- 3.1 Compile the initial GFC project list: Using the capital improvement plan developed in the SWCP, and the collective input of Parametrix and City staff, we will compile the list of projects and costs to be used as the initial future component cost basis. With input, we will estimate the "growth share" of each project for inclusion in the GFC.

- 3.2 Determine the existing component cost basis: Using City asset information and staff input, we will estimate eligible existing system costs for use in the calculation of the GFC.
- 3.3 Compile customer and growth information: We will characterize the customer base in the units required under the proposed methodology, such as impervious surface area. We will apply forecasted growth to estimate the future customer base to be served.
- 3.4 Calculate fees: We will calculate the future and existing cost components of the GFC, based on information on the eligible cost of planned future facilities and information on the cost of unused capacity in the existing system, respectively.

Task 3 Work Products:

- GFC analysis and model in Excel spreadsheet

Task 4: Documentation and Presentation

Task four includes presenting findings to the applicable City Council subcommittee and the full Council, and writing a technical memorandum summarizing findings.

- 4.1 Write a draft technical memorandum summarizing study findings and recommendations. Include a comparison of storm and surface water rates in surrounding jurisdictions.
- 4.2 Prepare for and meet with the applicable City Council subcommittee and the full Council up to four (4) times in support of findings.
- 4.3 Prepare a final technical memorandum, incorporating revisions based on City staff and Council comments. The final product shall be prepared and delivered in both hard copy (up to ten copies) and .PDF formats.

Task 4 Work Products:

- Draft technical memorandum
- Participation in Council subcommittee and Council meetings
- Final report

Client: City of Des Moines
Project: TA 2014-01 SWCP

Surface Water Comprehensive Plan Development Budget Estimate Summary	Direct Salary Cost	Overhead DSC * 194.70	DSC + OH	Fee Amount DSC * 30.00	Total Including Fee	Expenses	Subconsultants	Total
PHASE: 01 SURFACE WATER COMP PLAN								
Task: 01 Project Management								
Kickoff Meeting	612.60	1,192.73	1,805.33	183.78	1,989.11	0.00	0.00	1,989.11
Project Updates	1,098.24	2,138.27	3,236.51	329.47	3,565.98	0.00	0.00	3,565.98
Progress Reports & Invoicing	1,222.20	2,379.62	3,601.82	366.66	3,968.48	0.00	0.00	3,968.48
QA/QC	2,938.32	5,720.91	8,659.23	881.50	9,540.73	0.00	0.00	9,540.73
Task: 02 Review Existing Documentation	2,222.64	4,327.48	6,550.12	666.79	7,216.91	0.00	0.00	7,216.91
Task: 03 Evaluation & Needs Assessment Workshop								
Prepare Questionnaire	517.36	1,007.30	1,524.66	155.21	1,679.87	0.00	0.00	1,679.87
Prep/Attend Workshop	3,144.60	6,122.54	9,267.14	943.38	10,210.52	0.00	0.00	10,210.52
Workshop/Meeting Notes	798.46	1,554.60	2,353.06	239.54	2,592.60	0.00	0.00	2,592.60
CIP Field Investigation List	400.00	778.80	1,178.80	120.00	1,298.80	0.00	0.00	1,298.80
Task: 04 Update Storm CIP Projects								
Problem Eval & Solutions	3,786.96	7,373.21	11,160.17	1,136.09	12,296.26	0.00	0.00	12,296.26
CIP Concept Screening	1,251.66	2,436.98	3,688.64	375.50	4,064.14	0.00	0.00	4,064.14
CIP Est & Project Sheets (10)	4,778.08	9,302.92	14,081.00	1,433.42	15,514.42	0.00	0.00	15,514.42
CIP Prioritization	2,684.56	5,226.84	7,911.40	805.37	8,716.77	0.00	0.00	8,716.77
Task: 05 Prepare SWCP								
Preliminary Findings Meeting	923.92	1,798.87	2,722.79	277.18	2,999.97	0.00	0.00	2,999.97
Prepare DRAFT SWCP								
Annotated Outline	1,158.60	2,255.79	3,414.39	347.58	3,761.97	0.00	0.00	3,761.97
Prepare DRAFT SWCP	7,389.56	14,387.47	21,777.03	2,216.87	23,993.90	0.00	0.00	23,993.90
Review Meeting w/City	923.92	1,798.87	2,722.79	277.18	2,999.97	0.00	0.00	2,999.97
Prepare Final SWCP								
Incorporate City Comments	3,788.48	7,376.17	11,164.65	1,136.54	12,301.19	0.00	0.00	12,301.19
Final Review Meeting w/City	923.92	1,798.87	2,722.79	277.18	2,999.97	0.00	0.00	2,999.97
Publish Final SWCP	3,349.72	6,521.90	9,871.62	1,004.92	10,876.54	0.00	0.00	10,876.54
Task: 06 Stakeholder Input/PI								
Project Status Articles (3)	916.18	1,783.80	2,699.98	274.85	2,974.83	0.00	0.00	2,974.83
Community Outreach Events								
Prepare Materials & Exhibits	6,898.56	13,431.50	20,330.06	2,069.57	22,399.63	0.00	0.00	22,399.63
Attend Events (2)	6,126.00	11,927.32	18,053.32	1,837.80	19,891.12	0.00	0.00	19,891.12
Council Presentations								
Prepare Materials & Presentation	1,972.18	3,839.83	5,812.01	591.65	6,403.66	0.00	0.00	6,403.66
Presentations to Council (2)	923.92	1,798.87	2,722.79	277.18	2,999.97	0.00	0.00	2,999.97
Task: 07 Fiscal Analysis	0.00	0.00	0.00	0.00	0.00	0.00	34,479.50	34,479.50
Task: EXP Reimbursable Expenses	0.00	0.00	0.00	0.00	0.00	2,674.00	0.00	2,674.00
Project Totals:	\$60,750.64	\$118,281.50	\$179,032.10	\$18,225.21	\$197,257.31	\$2,674.00	\$34,479.50	\$234,410.81

Client: City of Des Moines
Project: TA 2014-01 SWCP

**Surface Water Comprehensive Plan Development
Budget Estimate Detail**

	Austin Fisher	Julie G. Brandt	Craig A. Buitrago	Jeffrey L. Coop	Joshua R. Ahmann	Linda K. Edwards	Kimberly C. Stuth	Christy Pope	Corp Finance Project Accountant
Sr Consultant	Sr Engineer	Engineer III	Sr Engineer	Planner II	Publications Specialist II	Sr Graphic Designer	Project Controls Specialist	Corp Finance Project Accountant	
	\$222.87	\$152.12	\$122.28	\$170.37	\$107.15	\$89.94	\$102.28	\$105.14	\$86.05

Burdened Rates (per on-call agreement):

Phase	Task	Description	Labor Dollars	Labor Hrs									
01		Surface Water Comp Plan	\$197,257.31	1,410	202	404	248	56	234	110	106	42	8
	01	Project Management	\$19,064.30	112	30	4	4	56				10	8
		Kickoff Meeting	\$1,989.11	12	4	4	4						
		Project Updates	\$3,565.98	16	16								
		Progress Reports & Invoicing	\$3,968.48	28	10								
		QA/QC	\$9,540.73	56				56				10	8
	02	Review Existing Documentation	\$7,216.91	40	16	24							
	03	Evaluation & Needs Assessmt	\$15,781.79	100	26	42	18	8	6				
		Workshop	\$14,482.99	92	24	38	16	8	6				
		Prepare Questionnaire	\$1,679.87	10	4	4			2				
		Prep/Attend Workshop	\$10,210.52	66	16	24	16	8	2				
		Workshop/Meeting Notes	\$2,592.60	16	4	10			2				
		CIP Field Investigation List	\$1,298.80	8	2	4	2		2				
	04	Update Storm CIP Projects	\$40,591.59	296	28	90	114	56	8				
		Problem Eval & Solutions	\$12,296.26	88	4	40	40	4					
		CIP Concept Screening	\$4,064.14	28	4	10	10	4					
		CIP Est & Project Sheets (10)	\$15,514.42	120	12	8	60	40					
		CIP Prioritization	\$8,716.77	60	8	32	4	8	8				
	05	Prepare SWCP	\$59,933.51	482	26	148	32	108	92	44	32		
		Preliminary Findings Meeting	\$2,999.97	16	8	8							
		Prepare DRAFT SWCP	\$30,755.84	248	8	88	16	64	48	24			
		Annotated Outline	\$3,761.97	28		20			8				
		Prepare DRAFT SWCP	\$23,993.90	204		60	16	64	40	24			
		Review Meeting w/City	\$2,999.97	16	8	8							
		Prepare Final SWCP	\$26,177.70	218	10	52	16	44	44	20	32		
		Incorporate City Comments	\$12,301.19	104		32	8	32	20	12			
		Final Review Meeting w/City	\$2,999.97	16	8	8							
		Publish Final SWCP	\$10,876.54	98	2	12	8	12	24	8	32		
	06	Stakeholder Input/PI	\$54,669.21	380	76	96	80	62	4	62			
		Project Status Articles (3)	\$2,974.83	24	2	6		6	4	6			
		Community Outreach Events	\$42,290.75	296	56	72	72	48		48			
		Prepare Materials & Exhibits	\$22,399.63	176	16	32	32	48		48			
		Attend Events (2)	\$19,891.12	120	40	40	40						
		Council Presentations	\$9,403.63	60	18	18	8	8		8			
		Prepare Materials & Presentatio	\$6,403.66	44	10	10	8	8		8			
		Presentations to Council (2)	\$2,999.97	16	8	8							
	07	Fiscal Analysis	\$0.00	0									
	EXP	Reimbursable Expenses	\$0.00	0									

Labor Totals: \$197,257.31 1,410 202 404 248 56 234 110 106 42 8

SUBCONSULTANTS

Subconsultant Name	Amount
Financial Consulting Solutions Gp.	\$34,479.50
Subconsultant Total:	\$34,479.50

DIRECT EXPENSES:

Description	Amount
B & W 8.5 x 11	\$260.00
Plotter Bond	\$600.00
Color 11 x 17	\$260.00
Color 8.5 x 11	\$650.00
Mileage	\$904.00
Expense Total:	\$2,674.00

Project Total: \$234,410.81

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2014 Buildable Lands Analysis

ATTACHMENTS: None

FOR AGENDA OF: January 30, 2014

DEPT. OF ORIGIN: Planning, Building and
Public Works

DATE SUBMITTED: January 21, 2014

CLEARANCES:

[N/A] Legal _____

[N/A] Finance _____

[N/A] Marina _____

[N/A] Parks, Recreation & Senior Services _____

[X] Planning, Building & Public Works DJB

[N/A] Police _____

[N/A] Courts _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this report is to provide City Council a briefing on the 2014 Buildable Lands Update. No formal action is required at this time; however, Council concurrence that staff will complete the required update is requested.

Background

In 1997, the Washington State legislature adopted the Buildable Lands amendment to the Growth Management Act (RCW 36.70A.215), requiring a review and evaluation program to be implemented in six counties (King, Snohomish, Pierce, Thurston, Kitsap, and Clark). The purpose of Buildable Lands is to measure capacity to absorb growth, and to evaluate the effectiveness of local plans. This is achieved through a determination of the amount of land suitable for urban development and its capacity for housing and jobs, based upon observed development patterns and trends.

Where capacity is found to be insufficient to accommodate planned growth, the county or cities must adopt measures that are reasonably likely to address inconsistencies between actual and planned development and to provide sufficient capacity for housing and jobs. Such "reasonable measures" may include amendments to comprehensive plans and development regulations, public investments to support urban development, or other actions. Annual monitoring is required to assess the effectiveness of any measures adopted.

King County and the other five counties must submit a comprehensive Buildable Lands Report (BLR) to the State every five years. The first BLR was due September 1, 2002 and the second five-year was due to the State on September 1, 2007. Des Moines completed the required analysis and reporting for both of these updates.

Discussion

The Buildable Lands (BL) program requires measurement of actual achieved densities of residential and commercial-industrial growth during an inventory period, and measurement of residential and commercial-industrial land capacity to accommodate growth. King County's BL review must be completed by June 30, 2014 – one year ahead of the comprehensive plan deadline (RCW 36.70A.130).

VISION 2040 establishes the Regional Growth Strategy that looks at how the region can distribute forecast growth, primarily within the designated urban growth area. In the *Regional Growth Strategy*, the region's landscape has been divided into seven types of geographies: Metropolitan Cities, Core Cities, Larger Cities (including Des Moines), Small Cities, Unincorporated Urban Growth Areas, Rural Areas and Natural Resources Lands. These regional geographies provide a framework for the distribution of the region's forecast growth for the year 2040 while recognizing the roles of different types of cities in accommodating regional growth. Des Moines is expected to accommodate an additional 3,000 households and 5,000 jobs by year 2040.

The BL evaluation involves three broad tasks and two land-use types:

Buildable Lands Evaluation	Residential	Commercial-industrial
1. Five years of development activity, to find densities	Measure plat and multifamily achieved density	Measure square feet and FAR (floor area ratio) of new commercial development
2. Measure land supply (acres) and land capacity	Vacant and redevelopable land, capacity in housing units	Vacant and redevelopable land, capacity in bldg square feet and jobs
3. Comparison and response	Compare to targets. If capacity is insufficient, reasonable measures	Compare to targets. If capacity is insufficient, reasonable measures

The span of data collection is 6 years (2006 – 2011) with an option to add 2012 if data become available in time. King County is utilizing the methodology, templates and density/capacity conclusions from the 2007 BLR as a starting point for cities to review and adjust. If a city determines the data is still valid, then the density findings can be carried forward to the 2014 BLR. An initial comparison from King County indicates that the City should have adequate capacity to accommodate residential growth but may need to make some capacity adjustments to accommodate the City's projected job growth.

Alternatives

The buildable lands evaluation is a requirement of the GMA (Chapter 36.70A RCW) and must be completed one year prior to the 2015 Comprehensive Plan Periodic Update. A jurisdiction that does not complete the evaluation may be vulnerable to a "failure to act" petition for review to a Growth Management Hearings Board.

If a local government has made significant progress on its update, but hasn't finished all needed revisions by their periodic update deadline, it would be prudent to take steps to demonstrate good faith and progress. Local jurisdictions may adopt a resolution that documents progress already made and sets a schedule for completing the update.

Financial Impact

Failure to complete the 2014 Buildable Lands update may make the City ineligible for grants and loans subject to compliance with the Growth Management Act.

Recommendation or Conclusion

Administration will begin working on the 2014 Buildable Lands Update starting in January 2014.

Concurrence

N/A

