

AGENDA

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

August 11, 2016 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Item 1: 268TH STREET UPDATE

CONSENT AGENDA

Page 1 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the July 7th and July 20th and July 28, 2016 Council Executive Sessions and the minutes from the July 7th and 14, 2016 Regular City Council meetings.

Page 17 Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through July 29, 2016 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#147400-147654	\$2,474,965.83
Electronic Wire Transfers	#737-745	\$ 293,269.73
Payroll Checks	#18829-18835	\$ 5,155.68
Payroll Direct Deposit	#290001-290168	\$ 292,932.91
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$3,066,324.15

Page 19 Item 3: REDONDO BOARDWALK REPAIR CONSULTANT AGREEMENT
SUPPLEMENT #4 FOR ADDITIONAL CONSTRUCTION ADMINISTRATION &
INSPECTION SERVICES

Motion is to approve the Supplemental Agreement Number 4 with Exeltech Consulting for the Redondo Boardwalk Repair in the amount of \$65,022.86 to complete construction administration and inspection services associated with project delay and change of conditions, bringing the total contract to \$853,474.49, and further authorize the City Manager to sign said Supplemental Agreement Number 4 substantially in the form as submitted.

- Page 35 Item 4: CITIZENS ADVISORY COMMITTEE APPOINTMENT
Motion is to confirm the Mayoral appointment of Tony Hettler, Business Owner Primary to the Citizens Advisory Committee effective immediately and expiring on December 31, 2017.
- Page 39 Item 5: DRAFT RESOLUTION 16-117; RESOLUTION IN SUPPORT OF APPLICATION FOR PORT OF SEATTLE ECONOMIC DEVELOPMENT GRANT
Motion is to approve Draft Resolution No. 16-117, authorizing the City Manager to sign and submit an application to the Port of Seattle for the 2016 Economic Development Partnership Program and to accept the grant if approved by the Port.
- Page 51 Item 6: DRAFT RESOLUTION NO. 16-124 SETTING PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 16-124 RELATED TO THE BLUEBERRY LANE ZONING RECLASSIFICATION
Motion is to adopt Draft Resolution No. 16-124 setting a public hearing on September 8, 2016 or as soon thereafter as the matter may be heard, to consider Draft Ordinance No. 16-124 amending DMMC 18.10.050 Adoption of official zoning map, to reclassify tax parcels 0522049005, 0522049022, 0522049071, 0522049156 and 0246000127 from B-P Business Park Zone to Residential Single Family 7,200 Zone for the Blueberry Land PUD.
- Page 55 Item 7: BLUEBERRY LANE FINAL PLAT
Motion 1 is to adopt Draft Resolution No. 16-020 approving the final plat entitled "Blueberry Lane", City File No. LUA2014-0003.

Motion 2 is to approve the Release document relinquishing the City's interest in Tract X that is depicted on King County Short Plat No. 779007, and authorize the City Manager to sign the Release substantially in the form as submitted.
- Page 113 Item 8: CONSTRUCTION CONTRACT AWARD AND CONSULTANT AGREEMENT FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE SOUTH 268TH STREET SIDEWALK IMPROVEMENT PROJECT
Motion 1 is to approve the Public Works Contract with Reed Trucking & Excavating, Inc. (Contractor), for the South 268th Street Sidewalk Improvement Project, in the amount of \$649,051.00, authorize a project contingency in the amount of \$65,000 and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Motion 2 is to approve Supplemental Agreement Number 2 with Parametrix for the Construction Administration and Inspection Services of the South 268th Street Sidewalk Improvement Project in the amount of \$99,800, authorize a project contingency of \$5,000.00 and further authorize the City Manager to sign said Task Order substantially in the form as submitted.

OLD BUSINESS

- Item 1: CITY MANAGER CANDIDATE DISCUSSION

NEW BUSINESS

- Item 1: LOCAL GOVERNMENT 101, PART 7(B): CRIMINAL JUSTICE SYSTEM: COURT, PROSECUTION AND PUBLIC DEFENSE

NEXT MEETING DATE

August 13, 2016 City Council Budget Retreat

ADJOURNMENT

MINUTES**SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION****July 7, 2016****CALL MEETING TO ORDER**

The Special Meeting was called to order by Mayor Pina at 6:04 p.m. in Council Chambers.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Others present: City Manager Tony Piasecki; Interim City Attorney Tim George; Human Resources Manager Maureen Murphy; Harbormaster Joe Dusenbury; Assistant Harbormaster Scott Wilkins; City Clerk Bonnie Wilkins.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss Potential Litigation under RCW 42.30.110(1)(i)(ii) and for discussion of qualified applications per RCW 42.30.110(1)(g).

At 6:25 p.m. Harbormaster Dusenbury, Assistant Harbormaster Wilkins and City Clerk Wilkins left the meeting and Human Resources Manager Murphy joined the meeting.

No formal action was taken.

The meeting was adjourned at 6:53 p.m.

Respectfully submitted,
Bonnie Wilkins, CMC
City Clerk

MINUTES

SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION

July 20, 2016

CALL MEETING TO ORDER

The Special Meeting was called to order by Mayor Pina at 10:18 a.m. in the Des Moines Police Department Administration Conference Room, 21900 11th Avenue South.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Luisa Bangs, Robert K. Back and Dave Kaplan

Others present: SGR Consultant Ron Holifield.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss the qualified applications for the City Manager position per RCW 42.30.110(1)(g).

At 3:10 p.m. Mayor Pina announced Council will take a 50 minute break.

At 4:00 p.m. Council resumed the Executive Session.

At 6:00 p.m. Mayor Pina extended the Executive Session an additional 30 minutes.

No formal action was taken.

The meeting was adjourned at 6:30 p.m.

Respectfully submitted,
Bonnie Wilkins, CMC
City Clerk

MINUTES

SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION

July 28, 2016

CALL MEETING TO ORDER

The Special Meeting was called to order by Mayor Pina 5:02 p.m. in Council Chambers.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser; Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Councilmember Nutting arrived at 5:10 p.m.

Councilmember Musser arrived at 5:40 p.m.

Others present: Interim City Attorney Tim George; Human Resources Manager Maureen Murphy.

Human Resources Manager Murphy left the meeting at 5:30 p.m.

Interim City Attorney George left the meeting at 5:35 p.m.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss qualified applications per RCW 42.30.110(1)(g).

No formal action was taken.

The meeting was adjourned at 7:02 p.m.

Respectfully submitted,
Bonnie Wilkins, CMC
City Clerk

MINUTES

DES MOINES CITY COUNCIL Regular Meeting City Council Chambers 21630 11th Avenue South, Des Moines

July 7, 2016 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Councilmember Melissa Musser was absent.

Direction/Action

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

Staff present: City Manager Tony Piasecki; Interim City Attorney Tim George; Assistant City Manager/Economic Development Director Michael Matthias; Commander Barry Sellers; Sergeant Mike Graddon; Project Manager Scott Romano; Assistant Harbormaster Scott Wilkins; Transportation & Engineering Services Manager Brandon Carver; Finance Director Dunyele Mason; Planning, Building and Public Works Director Dan Brewer; Interim Assistant City Attorney Matt Hutchins; Parks, Recreation & Senior Services Director Patrice Thorell; Management Consultant Grant Fredricks; Community Development Manager Denise Lathrop; City Clerk Bonnie Wilkins.

CORRESPONDENCE

- There were no correspondences.

COMMENTS FROM THE PUBLIC

- Dr. Wendy Ghiora, 26449 Marine View Drive S; Woodmont Commercial property and public safety.
- Linda Fideler, 28853 Redondo Shores Drive S; Citizens Advisory Committee.
- Gary Peterson, Jr., 509 S 225th; Speed bump on 5th Street and brown water.
- Rick Johnson, 28624 Redondo Beach Drive S; Fireworks and Law Enforcement.
- Nicole DeLeon 524 Second Avenue; Gerrity Group in support of Ordinance 16-027.
- Kevin Isherwood, Redondo Beach Drive; Revenue generated by the Redondo Parking facility and parking enforcement.
- Tony Hettler, 22506 Marine View Drive; Fourth of July and Community Barbeque Events.
- Chris Sloan, Redondo Square Property; Encourages new development and traffic impact studies.

- Michael Lai; Development in the Community.
- Erica Schindler; 12th Avenue S; Removal of the old land use signs in the Woodmont Commercial area.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Mayor Pro Tem Pennington

- Public Safety & Transportation Committee meeting.
- Fourth of July Fireworks.
- Thanked the Marina staff during the recent boat fire at the Marina.

Councilmember Kaplan

- City Manager Candidate Meet and Greet:
 - July 19th at the Activity Center.
 - Response cards will be available.

Councilmember Back

- No comment.

Councilmember Bangs

- Public Safety & Transportation Committee meeting:
 - Police operations update.
 - ADA Transition Plan.
 - No cruising, loitering and closing of parks.
- Gary McNeil Art Walk:
 - July 17th – Sculpture and Artwork Walk.
 - August 28th – Redondo Art Walk.
- Concerts in the Park:
 - Over 1,400 in attendance.
- Wednesday Farmer's Market.

Councilmember Nutting

- Thanked the Police Department and Marina for keeping everyone safe on the 4th of July.
- Wednesday Farmer's Market.
- Concerts in the Park.
- Community Barbeque.
- Legacy Foundation Silent Auction:
 - Raised \$8,363 that will go for scholarships for underprivileged children.

PRESIDING OFFICER'S REPORT

- Concerts in the Park:
 - Thanked Park & Rec. staff, Senior Services staff, Marina staff, Farmer's Market, Destination Des Moines, Arts Commission and Legacy Foundation and Law Enforcement.
- Recognized Highline College Employee of the Year for 2015-2016, Jean Munro, who also serves as the Arts Commission Chair.
- RISE presentation at the Sound Cities Association dinner:
 - City Manager Piasecki received SCA Award for his years of service.

ADMINISTRATION REPORT

Item 1: EMERGING ISSUES

- Gave Government 101 presentation at the RISE presentation.
- Highline Water District has approved their Franchise Agreement.
 - Southwest Suburban Sewer District and Midway Sewer District Agreements to come soon.
- Police Department very busy on the 4th of July.
- Redondo Boardwalk Issues:
 - Transportation & Engineering Services Manager Carver explained legalities regarding the Redondo Boardwalk.
- Code Enforcement:
 - Addressing nuisance properties.
 - 16 to 17 out of 18 to 20 on the list have been dealt with.
 - Moved duties to Community Services Officer in the Police Department
 - Dealing with high level public safety health type issues first.
 - Planning, Building and Public Works Director Brewer spoke to Council on having automated the Code Enforcement process.
 - Sergeant Graddon updated Council on the Code Enforcement process/progress through the Police Department.

CONSENT AGENDA

Item 1: APPROVAL OF MINUTES

Motion is to approve minutes from the June 2, June 9, June 16 and June 23, 2016 regular City Council meetings, amended minutes from the February 11, 2016 regular City Council meeting and the minutes from the June 7 and June 9, 2016 City Council Executive Sessions.

Item 2: DES MOINES LEGACY FOUNDATION (DMLF) GIFT TO THE CITY OF DES MOINES-THREE PUBLIC ART SCULPTURES

Motion is to accept the gift of three sculptures: "A Gentle Nudge" valued at \$15,000, "Yakutat" valued at \$6,500 and "Tree of Life" valued at \$9,000 to the City of Des Moines from the Des Moines Legacy Foundation.

Item 3: DOROTHY M. PROVINE ESTATE BEQUEST-\$150,000 EXPENDITURE RECOMMENDATION

Motion 1 is to approve the expenditure of up to \$40,000 of the funds donated from the Dorothy M. Provine Estate to the City of Des Moines Senior Services for the purchase of a fourteen passenger bus and to include the bus purchase as a future amendment to the 2016 General Fund Equipment Rental Budget.

Motion 2 is to approve the expenditure of up to \$53,000 of the funds donated from the Dorothy Provine Estate to the City of Des Moines Senior Services for the repairs to the Activity Center exterior and to include the project in the 2017 Capital Improvement Plan

Motion 3 is to approve holding the remaining \$57,000 of the funds donated from the Dorothy Provine Estate to the City of Des Moines Senior Services for future approved Senior Services budget expenditures.

Item 4: CONTRACT AWARD FOR THE 2016 FIELD HOUSE ROOF REPAIRS PROJECT

Motion is to award the Public Works Contract to Multifacet Group for the 2016 Field House Roof Repairs Project, in the amount of \$71,175.00; authorize a project contingency of \$15,000.00; and authorize the City Manager to sign said contract substantially in the form as submitted.

Item 5: DRAFT ORDINANCE NO. 16-093 CITIZENS ADVISORY COMMITTEE AMENDMENTS

Motion 1 is to suspend Council Rule 26(a) in order to enact Draft Ordinance No. 16-093 on first reading.

Motion 2 is to enact Draft Ordinance No. 16-093 to amend Ordinance No. 1648 to update the name, applicant requirements, and basic meeting structure to align with the City Council's vision for the Committee.

Item 6: CITIZENS ADVISORY COMMITTEE APPOINTMENTS

Motion 1 is to confirm the Mayoral appointments of Warren "Geoff" Copeland, North Hill Primary; Matthew Mahoney, North Hill Alternate; Alena Rogers, Pacific Ridge Primary; Patrick Nardo, Zenith Primary; Dale Dowsing, Zenith Alternate; Kevin Isherwood, Redondo Primary; Susan White, Redondo Alternate; and Ben Stewart, Marina Tenant Primary to the Council Advisory Committee effective immediately and expiring on December 31, 2017.

Motion 2 is to confirm the Mayoral appointments of Ken Rogers, Central Des Moines Primary; Lynn Henderson-DeBoe, Central Des Moines Alternate; William "Bill" Linscott, Marina District Primary; Sandra Higgins, Marina District Alternate; Debrena Jackson Gandy, South Des Moines Primary; Kyle Curtis, South Des Moines Alternate; Doreen Harper, Woodmont Primary; Rorie Zajac, Woodmont Alternate; and Patricio Mendoza, Business Owner Primary to the Council Advisory Committee effective immediately and expiring on December 31, 2018.

Item 7: DEPARTMENT OF ECOLOGY AGREEMENT FOR PARKSIDE PARK SOIL REMEDIATION

Motion 1 is to approve the Interagency Agreement No. C1700004 between the City of Des Moines and the Department of Ecology for the remediation of arsenic and lead contaminated soils at the Parkside Park resulting from operations performed at the former Asarco Tacoma Smelter at a cost not to exceed \$200,000 and to authorize the City Manager to sign the Agreement substantially in the form as attached.

Motion 2 is to direct staff to amend the 2016 Capital Budget to include a \$25,000 increase to the Parkside Renovation project #310.062 and to include an \$81,300 increase to the Parkside Soil Remediation project #310.065.

- Item 8: 2016 SUMMER EVENTS – AGREEMENT WITH DESTINATION DES MOINES
Motion 1 is to approve Draft Resolution 16-108 authorizing Destination Des Moines to use City property to conduct three summer events and to provide up to \$10,000 of in-kind City services for the Fireworks Over Des Moines on July 4, Community BBQ on July 6 and Waterland Festival on July 22-24, 2016.

Motion 2 is to ratify the Agreement with Destination Des Moines for summer events specifying the responsibilities assumed by Destination Des Moines and identifying the in-kind services and facilities that will be provided by the City, substantially in the form as attached.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Agenda; seconded by Kaplan.

The motion passed 6-0.

PUBLIC HEARING

- Item 1: DRAFT ORDINANCE NO. 16-056 RENAMING A PORTION OF 19TH AVENUE SOUTH TO RAINIER DRIVE SOUTH

Staff Presentation: Transportation & Engineering Services Manager
Brandon Carver

Mayor Pina opened the public hearing at 8:23 p.m.

Transportation & Engineering Services Manager Carver gave a power point presentation to Council.

Mayor Pina called those that signed up to speak:

- Felicitas Fischev, ASB Treasurer at Mt. Rainier High School; Proponent of renaming 19th Avenue S.
- George C. Minnich, 22701 19th Avenue S; Opponent of renaming of 19th Avenue S.
- Paula Fisher, 22615 19th Avenue S; Opponent of renaming of 19th Avenue S.

Mayor Pina for anyone else who wished to speak;

- Emily Rhodes, ASB Vice President at Mt. Rainier High School; Proponent of renaming 19th Avenue S.
- Kevin Isherwood, Redondo Beach Drive S; Asked students if they were prepared to help residents pay for address changes.
- Lori Rock, 22027 6th Avenue S; Proud of the students no matter the outcome.

Mayor Pina called 3 times for anyone else who wished to speak; seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the public hearing at 9:03 p.m.

Direction/Action

Motion made by Councilmember Kaplan to direct staff to come back to Council with a resolution to pursue a commemorative sign as an alternative; seconded by Mayor Pro Tem Pennington.
The motion passed 6-0.

- Item 2: DRAFT ORDINANCE NO. 16-023 RELATING TO THE ZONING CODE AND CITY LAND USE AND DEVELOPMENT REGULATIONS AND AMENDING CHAPTERS 18.01, 18.10, 18.15, 18.20, 18.52, 18.55, 18.105, 18.140, 18.190, 18.195, 18.200, AND 18.210 DMMC TO CORRECT OMISSIONS, ERRORS, INCONSISTENCIES AND TO CLARIFY CITY COUNCIL INTENT
Staff Presentation: Management Consultant Grant Fredricks

Mayor Pina opened the public hearing at 9:12 p.m.

Management Consultant Fredricks gave a presentation to Council.

Councilmember Nutting left the meeting at 9:13 p.m.

Mayor Pina called 3 times for anyone who wished to speak; seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the public hearing at 9:32 p.m.

Direction/Action

Motion made by Councilmember Kaplan to suspend Council Rule 26(a) in order to enact Draft Ordinance No. 16-023 on first reading; seconded by Councilmember Bangs.
The motion passed 5-0.

Motion made by Councilmember Kaplan to enact Draft Ordinance No. 16-023 that would amend the Des Moines Municipal Code Chapters 18.01, 18.10, 18.15, 18.20, 18.52, 18.55, 18.105, 18.140, 18.190, 18.195, 18.200 and 18.210 DMMC to correct omissions, errors, inconsistencies and to clarify City Council intent; seconded by Councilmember Bangs
The motion passed 5-0.

Mayor Pina read Draft Ordinance No. 16-023 into the record.

NEW BUSINESS

- Item 1: DISCUSSION OF 2017-2022 CAPITAL IMPROVEMENT PLAN
Staff Presentation: Finance Director Dunyele Mason

Due to time constraints, New Business Item #1 was moved to the July 14, 2016 Regular City Council meeting.

OLD BUSINESS

Item 1: SECOND READING OF DRAFT ORDINANCE 16-027 AMENDING ALLOWED USES AND DEVELOPMENT REGULATIONS FOR THE W-C WOODMONT COMMERCIAL ZONE
Staff Presentation: Community Development Manager Denise Lathrop

Assistant City Manager/Economic Development Director Matthias, Planning, Building and Public Works Director Brewer, Community Development Manager Lathrop and Sergeant Graddon gave a power point presentation to Council.

Direction/Action

Motion made by Councilmember Kaplan to extend the meeting until 10:15 p.m.; seconded by Mayor Pro Tem Pennington.
The motion passed 5-0.

Motion made by Councilmember Kaplan to enact Draft Ordinance No. 16-027 amending the Des Moines Municipal Code Table 18.52.010B Commercial zone Primary Uses to allow mixed use within the W-C Woodmont Commercial Zone, and amend development regulations for the W-C Woodmont Commercial Zone in DMMC 18.127.030, 18.127.060, 18.127.070 and 18.210.090 and finding that the revised development regulations meet the statutory requirements of Chapter 36.70A RCW; seconded by Councilmember Back.

Motion made by Councilmember Kaplan to extend the meeting until 10:30; seconded by Mayor Pro Tem Pennington.
The motion passed 5-0.

Friendly amendment made by Mayor Pina to amend Sec 4 (d) to add "mixed use projects shall include a CPTED review as part of the design review" to the current language in the Ordinance; agreeable to the maker and seconder of the main motion.

Motion made by Councilmember Kaplan to amend Sec. 2, W-C Dimensional Standards, to allow increased building heights to 70 feet; seconded by Councilmember Bangs.
The motion passed 5-0.

Motion made by Councilmember Kaplan to amend Sec. 3, W-C General building design requirements, to allow increased building heights to 70 feet; seconded by Councilmember Bangs.
The motion passed 5-0.

The main motion, as amended, passed 5-0.

Mayor Pina read Draft Ordinance No. 16-027, as amended, into the record.

NEXT MEETING DATE

July 14, 2016 Regular City Council Meeting

ADJOURNMENT

Direction/Action

Motion made by Mayor Pro Tem Pennington to adjourn; seconded by Councilmember Kaplan.

The motion passed 5-0.

The meeting was adjourned at 10:26 p.m.

Respectfully Submitted,
Bonnie Wilkins, CMC
City Clerk

MINUTES

DES MOINES CITY COUNCIL Regular Meeting City Council Chambers 21630 11th Avenue South, Des Moines

July 14, 2016 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Musser.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Councilmember Jeremy Nutting was absent.

Direction/Action

Motion made by Councilmember Kaplan to excuse Councilmember Nutting; seconded by Councilmember Bangs.

The motion passed 6-0.

Staff present: City Manager Tony Piasecki; Interim City Attorney Tim George; Assistant City Manager/Economic Development Director Michael Matthias; Police Chief George Delgado; Harbormaster Joe Dusenbury; Interim Assistant City Attorney Matt Hutchins; Finance Director Dunyele Mason; Assistant Harbormaster Scott Wilkins; Planning, Building and Public Works Director Dan Brewer; Transportation & Engineering Services Manager Brandon Carver; Senior Services Manager Sue Padden; Parks, Recreation & Senior Services Director Patrice Thorell; City Clerk Bonnie Wilkins.

- With Council's indulgence, Mayor Pina modified the order of the Agenda.

CORRESPONDENCE

- There were no correspondences.

CONSENT AGENDA

Item 1: APPROVAL OF MINUTES

Motion is to approve minutes from the June 30, 2016 City Council Executive Session.

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#147191-147399	\$ 887,071.10
Electronic Wire Transfers	#728-736	\$ 361,062.67
Payroll Checks	#18808-18819	\$ 6,054.46
Payroll Direct Deposit	#240001-240166	\$ 303,962.83
Payroll Checks	#18820-18828	\$ 6,422.68
Payroll Direct Deposit	#260001-260175	\$ 303,248.12
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,867,821.86

Item 3: DRAFT RESOLUTION NO. 16-102 SETTING PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE NO. 16-102 AMENDMENTS TO THE CITY'S COMPREHENSIVE TRANSPORTATION PLAN

Motion is to adopt Draft Resolution No. 16-102 setting a public hearing on August 18, 2016, or as soon thereafter as the matter may be heard, to consider Draft Ordinance No. 16-102 amendments to the Comprehensive Transportation Plan.

Item 4: DRAFT RESOLUTION NO. 16-103 SETTING PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 16-103 TRANSPORTATION IMPACT FEE RATE STUDY UPDATE

Motion is to adopt Draft Resolution No. 16-103 setting a public hearing on August 18, 2016, or as soon thereafter as the matter may be heard, to consider Draft Ordinance No. 16-103 Transportation Impact Fee Rate Study Update.

Item 5: DRAFT ORDINANCE 16-039; CREATION OF AN OPTION FOR DEFERRED PAYMENT OF IMPACT FEES

First Motion is to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-039 on first reading.

Second Motion is to enact Draft Ordinance No. 16-039 creating an option for deferred payment of impact fees and a new section to chapter 12.40 DMMC providing a referral to the deferred payment option in Title 3 DMMC.

Item 6: J DOCK FIRE – FINAL INSURANCE SETTLEMENT

Motion is to accept the offer of settlement from WCIA and the re-insurance companies for the damage claims arising from the J Dock Fire, and authorize the City Manager to sign the settlement documents.

Direction/Action

Motion made by Councilmember Musser to approve the Consent Agenda; seconded by Councilmember Kaplan.

The motion passed 6-0.

NEW BUSINESS

Item 1: INTRODUCTION OF GUESTS:

Nikole Jay, Executive Director Judson Park
Pam Claassen, CFO Judson Park
Steve Aita, Judson Park Board Chair
Russell Mauk, Vice President of Construction and Redevelopment Judson Park
Kevin Anderson, President & CEO Wesley Homes

Topics of Discussion

- Challenges and Opportunities
- Discussion of Current Efforts to Address Challenges and Opportunities
- Discussion of Potential Ways to Partner to Address Challenges and Opportunities.

No formal action was taken.

COMMENTS FROM THE PUBLIC

- Bill Linscott, 22335 6th Avenue S; Marina Development.
- George C. Minnich, 22701 19th Avenue S; Left before Comments from the Public.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Mayor Pro Tem Pennington

- Citizens Advisory Committee Meeting.
- Finance & Economic Development Committee Meeting:
 - School impact fees/Highline School District.
 - Request to look at parking in front of mailboxes.
 - Marina update:
 - Assistant City Manager/Economic Development Director Matthias gave an update on the Marina in regards to Grant opportunities.

Councilmember Kaplan

- No report.

Councilmember Back

- No report.

Councilmember Bangs

- Arts Commission Meeting:
 - 2017 Budget.
- Discussed with Police Chief Delgado regarding recent tragedies in the Country and some type of Community Forum.
- Asked Mayor if Council could observe a moment of silence in honor of the recent tragedies in Dallas, Illinois and Baton Rouge.

Councilmember Musser

- Economic invitation to new Des Moines businesses:
 - Councilmember Kaplan weighed in on creating a Business Association or a Chamber of Commerce.

PRESIDING OFFICER'S REPORT

- Highlights of the 2016 Project Plan:
 - Continue with Government 101 presentations.
 - Council planning sessions set.
 - Met with Elected Officials, School District Representatives, Fire District Officials, Retirement Homes and Pool District Commissioners.
 - Project Lists:
 - Marina paid parking.
 - Funding for additional police officers.
 - Monthly status with course corrections.
 - Highway traffic cameras.
 - Marijuana transaction fee.
 - DNR Lease at the Marina.
 - Citizens Advisory Committee meeting.

ADMINISTRATION REPORT

- Pre-Application meeting scheduled:
 - Redondo Square Shopping Center:
 - Developing Southwest Corner:
 - Standalone Starbucks Drive-thru.
 - Safeway gas station.

- Wasson House Tour:

Direction/Action

Motion made by Mayor Pina to remand the disposition of the Wasson House to the Municipal Facilities Committee first and then to Finance & Economic Development Committee; seconded by Councilmember Bangs.
The motion passed 6-0.

At 9:09 p.m. Council took a 5 minute break and resumed the regular meeting at 9:15 p.m.

- Item 2: DISCUSSION OF 2017-2022 CAPITAL IMPROVEMENT PLAN
Staff Presentation: Finance Director Dunyele Mason

Finance Director Mason gave a power point presentation to Council.

Direction/Action

Motion made by Councilmember Kaplan to adopt Draft Resolution No. 16-097 approving the City of Des Moines 2017-2022 Capital Improvements Plan; seconded by Mayor Pro Tem Pennington.

Motion made by Councilmember Kaplan to move the City Hall Generator project up to 2017; seconded by Mayor Pro Tem Pennington.
The motion passed 6-0.

Motion made by Councilmember Kaplan to move the Beach Park Promenade & Play Equipment project from Plan Year 2018 to Plan Year 2019; seconded by Councilmember Bangs.
The motion passed 6-0.

Motion made by Mayor Pina to extend the meeting until 10:05 p.m.; seconded by Councilmember Kaplan.
The motion passed 6-0.

The original motion as amended passed 6-0.

NEXT MEETING DATE

August 11, 2016 Regular City Council Meeting

ADJOURNMENT

Motion made by Councilmember Kaplan to adjourn; seconded by Mayor Pro Tem Pennington.
The motion passed 6-0.

The meeting was adjourned at 9:58 p.m.

Respectfully Submitted,
Bonnie Wilkins, CMC
City Clerk

**CITY OF DES MOINES
Voucher Certification Approval**

11-Aug-16

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 Aug 11, 2016 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through Jul 29, 2016 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:


Duhyele Mason, Finance Director

	# From	# To	Amounts	
Claims Vouchers:				
Total A/P Checks/Vouchers	147400	- 147654	2,474,965.83	✓
Electronic Wire Transfers	737	- 745	293,269.73	✓
Total claims paid			2,768,235.56	✓
Payroll Vouchers				
Payroll Checks	18829	- 18835	5,155.68	
Direct Deposit	290001	- 290168	292,932.91	
Payroll Checks		-		
Direct Deposit		-		
Total Paychecks/Direct Deposits paid			298,088.59	✓
Total checks and wires for A/P & Payroll			3,066,324.15	

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Redondo Boardwalk Repair Consultant Agreement
Supplement #4 for Additional Construction
Administration & Inspection Services

ATTACHMENTS:

1. Local Agency A&E Professional Services
Supplemental Agreement Number 4 –
Exeltech Consulting
2. CIP Project Worksheet

AGENDA OF: August 11th, 2016

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: July 27th, 2016

CLEARANCES:

[X] Legal JS
 [X] Finance DM
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Building & Public Works JSB
 [] Police N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** JS / MM

Purpose:

The purpose of this agenda item is to seek City Council approval of the Supplemental Agreement Number 4 (Attachment 1) with Exeltech Consulting for the Redondo Boardwalk Repair construction administration & inspection services. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: “I move to approve the Supplemental Agreement Number 4 with Exeltech Consulting for the Redondo Boardwalk Repair in the amount of \$65,022.86 to complete construction administration and inspection services associated with project delay and change of conditions, bringing the total contract to \$853,474.49, and further authorize the City Manager to sign said Supplemental Agreement Number 4 substantially in the form as submitted.”

Background:

On November 29, 2014, the City of Des Moines experienced unprecedented weather and associated tidal action along its shoreline. In particular, the entire boardwalk adjacent to Redondo Beach Drive South sustained significant damage resulting in permanent closure of the facility. Following a facility damage assessment (DDIR) in cooperation with WSDOT and FHWA, Emergency Relief Program (ER) resources became available to restore the boardwalk as well as Department of Commerce and Transportation Improvement Board grants.

The Project is currently under construction and will consist of approximately 2600 LF of concrete boardwalk, temporary and permanent traffic control, construction surveying, boardwalk demolition, precast deck and crossbeam installation, pedestrian railing and access ladders, boardwalk ADA curb ramp replacement, minor pavement repairs, pedestrian lighting, HDPE pile encasement, and pedestrian crossing safety improvements at S 287th Street and Redondo Beach Drive.

Exeltech Consulting has been retained by the City to provide project engineering, environmental permit, and current construction administration and inspection services. A history of contract supplements with Exeltech is as follows:

- Original Contract - \$279,085.78
 - Structural engineering & environmental permitting.
- Supplement #1 - \$49,993.06
 - Added structural engineering and geotechnical analysis for Alternative #3 selection (Concrete Facility and Pile Restoration).
- Supplement #2 - \$79,848.20
 - Added raised intersection engineering, associated structural design revisions, and extra effort for Army Corp and HPA permit approvals.
- Supplement #3 - \$379,524.59
 - Construction administration and inspection services.

Discussion:

During construction of the Redondo Boardwalk Repair project, significant unknown existing site conditions were encountered. These conditions necessitated project changes in order to satisfy the project design intent as well as to minimize existing facility damage. Exeltech Consulting and City staff monitored these changes and were initially hopeful that a change control authorization could be developed to shift budget between consultant tasks and stay within original project budget. However, as the project advanced forward, it became apparent that the changes to assumed site conditions became more significant than anticipated. As a result, more time and resources were eventually expended by the consultant, contractor, and City to overcome the challenges.

The existing boardwalk was found to not have been built per original contract plans, there was remiss quality control during the original construction, and there was more deterioration of the seawall found after the removal of the timber structure. These issues have caused significant modifications and/or additional work which has required adding 15 working days to the project (as of July 2016). The significant changes include:

1. Repairing existing delamination on the front face of the seawall cap beam.

2. Revising the design for crossbeams in five of the view point and pedestrian access points from pre-cast units to cast in place. This was needed to minimize the amount of existing reinforcing bars in the seawall cap beam that would be cut during the concrete coring for the anchor bolts that are being used to attach the cross beams to the seawall cap beam. Extensive cutting of the existing reinforcing steel would compromise the strength of the seawall cap beam. It was observed that the existing rebar placed in these areas is very random.
3. Existing pile fill extraction and restoration. The project requires placement of a 48-inch anchor rod into the existing piles to withstand the uplift forces of Puget Sound. This anchor requires embedment in solid concrete and in approximately 25% of the piles, this condition did not exist. At these locations, only two feet of concrete was found. The remaining top of the pile consisted of a material without strength properties to accept the anchor rod. To resolve this issue, the contractor was directed to remove 48-inches of material from these piles, refill with concrete, and resume drilling and anchor setting. This added 5 working days to the contract.
4. Existing seawall concrete coring and reinforcing steel obstructions. Existing placement of reinforcing steel within the seawall cap-beam appeared random, ultimately causing the contractor to incur added time to core thru reinforcing steel as directed. This required an additional 8 working days to the contract.
5. Accommodation of existing seawall cap-beam variabilities. During placement of the cross beams it was observed that the seawall cap beam front face was built with no specific regard to straight lines. It appears the top of the form was not always tied well enough to keep it from deforming during the concrete pours resulting in random non-plum variations. When placing a perfectly plum face of the precast cross beams against the random face of the seawall, gaps at the bottom of the cross beam formed that varied from zero-inches to ¾-inches. This gap needs to be solidly filled to meet the design intent.

This supplement provides additional construction administration, inspection, and Engineer of Record services to account for the above project challenges. Additionally, due to the inspection and cost accounting required to monitor these changes in the field, a second inspector will be on site during the construction of the Redondo Beach Drive & S 287th Street intersection improvements, as multiple operations will be occurring at one given time.

Alternatives:

- 1) The City Council could choose not to extend the construction administration and inspection services contract. This action will result in the City needing to fully support the project construction administration and inspection with City staff (3 FTE's) and may place the project funding in jeopardy with current WSDOT/FHWA obligations.

Financial Impact:

The Redondo Boardwalk Repair project worksheet (Attachment 2) does include contingency funding to account for this Supplemental Agreement.

Recommendation/Conclusion:

Staff recommends that Council approve the suggested motion.

Concurrence:

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

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Supplemental Agreement Number 4		Organization and Address Phone: Exeltech Consulting, Inc. 8729 Commerce Pl Dr NE Lacey, WA 98516	
Original Agreement Number		Phone: (360) 357-8289	
Project Number ER-1501 (008)	Execution Date April, 28, 2015	Completion Date December 31, 2016	
Project Title Redondo Boardwalk Repair Project	New Maximum Amount Payable \$853,474.49		
Description of Work Construction Administration & Inspection Services			

The Local Agency of City of Des Moines
desires to supplement the agreement entered into with Exeltech Consulting, Inc.
as executed on April 28, 2015.

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

The changes to the agreement are described as follows:

I

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

Provide additional EOR and construction administration and inspection services in accordance with attached
Exhibit A: Supplement #4 Scope of Services for City of Des Moines Redondo Boardwalk Repair #ER-1501
(008)

II

Section IV, TIME FOR BEGINNING AND COMPLETION, shall be amended as follows:

No Change

III

Section V, PAYMENT, shall be amended as follows:

The authorized amount for Supplement #4 is \$65,022.86, in accordance with attached Exhibit D. This amends
the Maximum Amount Payable under this Agreement to \$853,474.49.

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

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit A

**Supplement #4
Scope of Services
City of Des Moines
Construction Administration & Inspection Services for
Redondo Boardwalk Repair
ER-1501(008)**

July, 2016

Prepared by:

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



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INTRODUCTION

City of Des Moines (hereinafter "City") is the Contracting Agency for this Scope of Services. Exeltech Consulting, Inc. (hereinafter "Consultant") will work under the City's Project Manager and will provide Construction Administration and Inspection services to support the City throughout the construction of the Redondo Boardwalk Repair Project (hereinafter "Project"). Services generally include on-site contract administration, management and documentation control, on-site inspection, materials testing, and Engineer of Record (EOR) services during the construction of the Project, as further detailed in this scope of services.

The Consultant's Construction Administration and Inspection Team for this scope of work will consist of Exeltech's Project Manager, On-Site Resident Engineer, On-Site Field Inspector, Construction Engineer, QA/QC Engineer, Construction Documentation Control Administrator and sub-consultant Mayes Testing Engineers for materials testing.

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

The Consultant's contract period will be from the City's Notice to Proceed through final completion and acceptance of the construction Project by the City, completion and acceptance of the project documentation by the City, or December 31, 2016, whichever occurs later.

As the project developed, the Consultant worked with the City's Project Manager to monitor changes and we were both hopeful that a change control could be developed to shift budget between tasks and stay within project budget. However, as the project went on, it became apparent that changes to assumed site conditions became much more significant and would necessitate both the Consultant and Contractor to expend much more time and resources than hoped.

Significant Changes: The existing boardwalk has been found to not have been built per original contract plans; there was remiss quality control during the original construction 1997; and more deterioration of the sea wall was found after removal of the timber structure than anticipated. These changed conditions have caused significant modifications and/or additional work which has required adding 15 more working days to the project. Significant changes which impacted this include:

1. Repairing existing delamination's on the front face of the seawall cap beam.
2. Revising the design for the crossbeams in five of the view point and pedestrian access points from pre-cast units to cast in place. This was needed to minimize the amount of existing reinforcing bars in the seawall cap beam that would be cut during the concrete coring for the anchor bolts that are being used to attach the cross beams to the seawall cap beam. We found the rebar that was placed in these areas to be very random. The

precast crossbeams come with preset holes that allow a small fluctuation in anchor bolt hole locations in the seawall cap beam. Extensive cutting of the existing reinforcing steel would compromise the strength of the seawall cap beam.

3. The existing steel piles are filled with concrete. We are placing an anchor rod 48" into the concrete to withstand the uplift forces from the waves on Puget Sound. In drilling these piles we found 25% of them to have sound concrete in only the upper 2 foot or so. Below that we found material that is not close in strength that we need to meet our design. The Contractor has had to remove the top 4 feet of material in these piles using jack hammers. This has added 5 working days to the contract.
4. During the concrete coring of the seawall to accommodate the anchor bolts, the Contractor incurred extra coring time due to random placement of the reinforcement bars in the center and back of the seawall cap beam. This required an additional 8 working days be added to the contract.
5. During placement of the cross beams we found that the seawall cap beam front face was built with no specific regard to straight lines. It appears the top of the form was not always tied well enough to keep it from deforming during the concrete pours. Thus, the front face has random non-plum variations. When placing a perfectly plum face of the precast cross beams against the random face of the seawall we have a gap at the bottom of the cross beam that varies from nothing up to 3/4". This gap needs to be solidly filled.

SUPPLEMENTAL ASSUMPTIONS

1. Construction contract duration is expected to be an additional 15 working days, totaling 125. This requires providing an inspector for this timeframe 10 days above original assumptions and will also require processing an additional contractor monthly estimate.
2. Consultant will provide an additional inspector for two weeks to cover force account work necessitated by the changed conditions, which will occur at the same time as the construction of the safety improvements at the intersection of Redondo Beach Drive and 287th St.

1 PROJECT MANAGEMENT

(No Changes)

2 ENGINEERING BID SUPPORT AND ENGINEER OF RECORD (EOR) ACTIVITIES

2.1 BID SUPPORT SERVICES (NO ADDITIONAL SERVICES)

2.2 ENGINEER OF RECORD

The Consultant will provide the additional resources necessary to review, develop, propose, and detail all necessary revisions required due to the changed conditions of the existing boardwalk. This includes, the design of the cast in place cross beams, the revision to the HPA to allow this construction method, additional submittal review due to the cross beam change, and significantly increased consultation as we worked through the solutions to:

1. Revising the design for the crossbeams in five of the view point and pedestrian access points from pre-cast units to cast in place. This was needed to minimize the amount of existing reinforcing bars in the seawall cap beam that would be cut during the concrete coring for the anchor bolts that are being used to attach the cross beams to the seawall cap beam. We found the rebar that was placed in these areas to be very random. The precast crossbeams come with preset holes that allow a small fluctuation in anchor bolt hole locations in the seawall cap beam. Extensive cutting of the existing reinforcing steel would compromise the strength of the seawall cap beam.
2. The existing steel piles are filled with concrete. We are placing an anchor rod 48" into the concrete to withstand the uplift forces from the waves on Puget Sound. In drilling these piles we found 25% of them to have sound concrete in only the upper 2 foot or so. Below that we found material that is not close in strength that we need to meet our design. The Contractor has had to remove the top 4 feet of material in these piles using jack hammers. This has added 7 working days to the contract.
3. During the concrete coring of the seawall to accommodate the anchor bolts, the Contractor incurred extra coring time due to random placement of the reinforcement bars in the center and back of the seawall cap beam. This required an additional 8 working days be added to the contract.
4. During placement of the cross beams we found that the seawall cap beam front face was built with no specific regard to straight lines. It appears the top of the form was not always tied well enough to keep it from deforming during the concrete pours. Thus, the front face has random non-plumb variations. When placing a perfectly plumb face of the precast cross beams against the random face of the seawall we have a gap at the bottom of the cross beam that varies from nothing up to 3/4". This gap needs to be solidly filled.

3 CONTRACT ADMINISTRATION PRE-CONSTRUCTION ACTIVITIES

(No Additional Services)

4 CONTRACT ADMINISTRATION AND INSPECTION FOR CONSTRUCTION

4.1 Project Meetings

(No Additional Services)

4.2 Project Communication

(No Additional Services)

4.3 Submittal Management

(No Additional Services)

4.4 Inspection Services

(No Additional Services)

4.5 Field Survey

(No Additional Services)

4.6 Claims/Change Order Administration

The Consultant will provide the additional resources to perform the documentation of increased work effort by the contractor that allowed us to track the costs for the following:

1. Repairing existing delamination's on the front face of the seawall cap beam.
2. The existing steel piles are filled with concrete. We are placing an anchor rod 48" into the concrete to withstand the uplift forces from the waves on Puget Sound. In drilling these piles we found 25% of them to have sound concrete in only the upper 2 foot or so. Below that we found material that is not close in strength that we need to meet our design. The Contractor has had to remove the top 4 feet of material in these piles using jack hammers. This has added 5 working days to the contract.
3. During the concrete coring of the seawall to accommodate the anchor bolts, the Contractor incurred extra coring time due to random placement of the reinforcement bars in the center and back of the seawall cap beam. This required an additional 8 working days be added to the contract.
4. During placement of the cross beams we found that the seawall cap beam front face was built with no specific regard to straight lines. It appears the top of the form was not always tied well enough to keep it

from deforming during the concrete pours. Thus, the front face has random non-plumb variations. When placing a perfectly plumb face of the precast cross beams against the random face of the seawall we have a gap at the bottom of the cross beam that varies from nothing up to $\frac{3}{4}$ ". This gap needs to be solidly filled.

4.7 Monthly Construction Contract Schedule Review

(No Additional Services)

4.8 Review Contractor Payment Requests

(No Additional Services)

4.9 Document Reviews

(No Additional Services)

4.10 Record Drawings

(No Additional Services)

4.11 Materials Testing

(No Additional Services)

4.12 Project Closeout

(No Additional Services)

5 CONTRACT ADMINISTRATION POST-CONSTRUCTION ACTIVITIES

5.1 Substantial and Physical Completion

(No Additional Services)

6 MANAGEMENT RESERVE

(No Additional Services)

City of Des Moines
Redondo Boardwalk Repair Project

Exeltech Consulting, Inc.
Scope of Services

DELIVERABLES

(No Additional Services)

**Exhibit D
Supplement #4**

City of Des Moines - Redondo Boardwalk Repair Project							
Construction Management Services							
Budget Detail - Supplement #4							
1-Jul-16							
	Current Budget	Amount Invoiced	Balance Remaining as of 5/31/16	Change Control #2 Revisions	Supplement #4 Revisions	Revised Budget	
EXELTECH							
<u>Phase 2 - Construction Management Services</u>							
1. Project Management	\$ 2,770.78	\$ 2,751.75	\$ 1,019.03		\$ 1,000.00	\$	3,770.78
2. Engineering Bid Support and EOR Activities						\$	-
2.1 Bid Support Services	\$ 19,410.88	\$ 19,388.14	\$ 22.74			\$	19,410.88
2.2 Engineer of Record	\$ 32,738.23	\$ 36,052.72	\$ (314.49)	\$ 15,000.00	\$ 3,000.00	\$	35,738.23
3. Contract Administration Pre-Construction Activities						\$	-
3.1 Construction Team Preparation	\$ 18,325.83	\$ 18,320.26	\$ 5.57			\$	18,325.83
3.2 Pre-Construction Conference	\$ 5,614.38	\$ 5,584.01	\$ 30.37			\$	5,614.38
4. Contract Administration and Inspection for Constrn	\$ 256,855.66	\$ 150,894.26	\$ 167,961.40	\$ (15,000.00)	\$ 62,000.00	\$	318,855.66
5. Contract Administration Post-Construction Activiti	\$ 14,386.14	\$ -	\$ 14,386.14			\$	14,386.14
Direct Costs	\$ 2,224.00	\$ 1,395.27	\$ 828.73			\$	2,224.00
Total CM Services Exeltech	\$ 352,325.90	\$ 234,386.41	\$ 183,939.49	\$ -	\$ 66,000.00	\$	418,325.90
MAYES TESTING							
<u>Phase 2 - Construction Management Services</u>							
1. Project Management			\$ -			\$	-
2. Engineering Bid Support and EOR Activities						\$	-
2.1 Bid Support Services			\$ -			\$	-
2.2 Engineer of Record			\$ -			\$	-
3. Contract Administration Pre-Construction Activities						\$	-
3.1 Construction Team Preparation			\$ -			\$	-
3.2 Pre-Construction Conference			\$ -			\$	-
4. Contract Administration and Inspection for Constrn	\$ 9,935.70	\$ -	\$ 9,935.70			\$	9,935.70
5. Contract Administration Post-Construction Activities			\$ -			\$	-
Direct Costs	\$ 3,950.00	\$ -	\$ 3,950.00			\$	3,950.00
Total CM Services Mayes Testing	\$ 13,885.70	\$ -	\$ 13,885.70	\$ -	\$ -	\$	13,885.70
PACE							
<u>Phase 2 - Construction Management Services</u>							
1. Project Management			\$ -			\$	-
2. Engineering Bid Support and EOR Activities						\$	-
2.1 Bid Support Services			\$ -			\$	-
2.2 Engineer of Record			\$ -			\$	-
3. Contract Administration Pre-Construction Activities						\$	-
3.1 Construction Team Preparation			\$ -			\$	-
3.2 Pre-Construction Conference			\$ -			\$	-
4. Contract Administration and Inspection for Constrn	\$ 3,284.73	\$ 2,335.84	\$ -		\$ (948.89)	\$	2,335.84
5. Contract Administration Post-Construction Activities			\$ -			\$	-
Direct Costs	\$ 28.25	\$ -	\$ -		\$ (28.25)	\$	-
Total CM Services Mayes Testing	\$ 3,312.98	\$ 2,335.84	\$ -	\$ -	\$ (948.89)	\$	2,335.84
PROJECT TOTALS							
<u>Phase 2 - Construction Management Services</u>							
1. Project Management	\$ 2,770.78	\$ 2,751.75	\$ 1,019.03	\$ -	\$ 1,000.00	\$	3,770.78
2. Engineering Bid Support and EOR Activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
2.1 Bid Support Services	\$ 19,410.88	\$ 19,388.14	\$ 22.74	\$ -	\$ -	\$	19,410.88
2.2 Engineer of Record	\$ 32,738.23	\$ 36,052.72	\$ (314.49)	\$ 15,000.00	\$ 3,000.00	\$	35,738.23
3. Contract Administration Pre-Construction Activitie	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-
3.1 Construction Team Preparation	\$ 18,325.83	\$ 18,320.26	\$ 5.57	\$ -	\$ -	\$	18,325.83
3.2 Pre-Construction Conference	\$ 5,614.38	\$ 5,584.01	\$ 30.37	\$ -	\$ -	\$	5,614.38
4. Contract Administration and Inspection for Constrn	\$ 270,076.09	\$ 153,230.10	\$ 177,897.10	\$ (15,000.00)	\$ 61,051.11	\$	331,127.20
5. Contract Administration Post-Construction Activiti	\$ 14,386.14	\$ -	\$ 14,386.14	\$ -	\$ -	\$	14,386.14
Direct Costs	\$ 6,202.25	\$ 1,395.27	\$ 4,778.73	\$ -	\$ (28.25)	\$	6,174.00
MANAGEMENT RESERVE	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$	10,000.00
TOTAL CONTRACT AMOUNT	\$ 379,524.58	\$ 236,722.25	\$ 197,825.19	\$ -	\$ 65,022.86	\$	444,547.44

Project Title: Redondo Board Walk Repair

Project # 319,615,040

Summary Project Description:

TOTAL PROJECT SCOPE				
Expenditures	1/1/16 Current CIP Budget	2016 CIP Supplemental Request	2016 Revised CIP Budget Estimate	
Design				
External Engineering - Excal Tech C/O 1,2	410,100	(1,176)	408,924	
Internal Engineering/Project Mgmt	30,000	23,995	53,995	
Permits	-	350	350	
Other Misc (Advise, Postage Etc.)	-	2,981	2,981	
Prop ROW Easements				
Construction				
External Engineering - Excal Tech C/O #3	370,000	9,525	379,525	
Internal Engr-On Site Inspections - Commerce OK	25,000	25,000	25,000	
Internal Project Management - No Commerce	40,000	(20,000)	20,000	
Construction Contract 1	3,298,610	68,748	3,367,358	
Construction Contract 2	15,000	15,000	15,000	
Other Professional Services - WADOT	2,000	-	2,000	
Other Miscellaneous	-	1,907	1,907	
Other				
Internal Financial Services	50,000	(3,459)	46,541	
Contingencies	500,000	(122,871)	377,129	
Total Project Expense Budget:	4,700,710		4,700,710	

PROJECT ALLOCATIONS BY YEAR									
Project to Date 12/31/16	Project To Date 6/30/2016	2016 Year to Date 6/30/2016	2016 Remaining	Estimated Year End 2016	Planned Year 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	
408,924	408,924	-	-	-	-	-	-	-	
44,196	53,995	9,799	-	9,799	-	-	-	-	
350	350	-	-	-	-	-	-	-	
632	2,982	2,350	(1)	2,349	-	-	-	-	
-	-	-	-	-	-	-	-	-	
-	236,722	236,722	142,803	379,525	-	-	-	-	
-	13,199	13,199	-	25,000	-	-	-	-	
-	16,665	16,665	3,335	20,000	-	-	-	-	
-	754,100	754,100	2,613,258	3,367,358	-	-	-	-	
-	-	-	15,000	15,000	-	-	-	-	
-	-	-	2,000	2,000	-	-	-	-	
-	1,907	1,907	-	1,907	-	-	-	-	
4,541	4,541	-	-	42,000	-	-	-	-	
458,643	1,493,385	1,034,742	3,195,524	4,242,067	-	-	-	-	

Funding Sources	1/1/16 Current CIP Budget	2016 CIP Supplemental Request	2016 Revised CIP Budget Estimate	
FHWA - PE 86.5% (K46669)	286,315	(865)	285,450	
FHWA - CM 86.5% (Confirmed)	2,101,950	-	2,101,950	
TIB Confirmed - Construction Only	360,000	(7,705)	352,295	
Dept of Commerce Design and Construction	1,455,000	-	1,455,000	
REET 1	497,445	8,570	506,015	
Total Requested Reimbursing Budget:	4,700,710		4,700,710	

Project to Date 12/31/15	Project to Date 6/30/2016	2016 YTD 6/30/2016	2016 Remaining	Scheduled Year 2016	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	
285,450	285,450	-	-	-	-	-	-	-	
-	768,596	768,596	1,333,354	2,101,950	-	-	-	-	
-	38,311	38,311	313,984	352,295	-	-	-	-	
143,450	235,160	91,710	1,218,840	1,311,550	-	-	-	-	
29,743	43,014	13,271	463,001	476,272	-	-	-	-	
458,643	1,070,531	611,838	3,330,479	4,242,067	-	-	-	-	
									(122,854)

Committed Cash:

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Citizens Advisory Committee
Appointment

AGENDA OF: August 11, 2016

DEPT. OF ORIGIN: Administration

ATTACHMENTS:
1. Application

DATE SUBMITTED: August 1, 2016

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to recommend to Council approval of a Mayoral appointment to the Citizens Advisory Committee.

Suggested Motion

MOTION 1: “I move to confirm the Mayoral appointment of Tony Hettler, Business Owner Primary to the Citizens Advisory Committee effective immediately and expiring on December 31, 2017.”

Background:

The City Council adopted Ordinance No. 1648 establishing the Citizens Advisory Committee on April 28, 2016. The terms are staggered so that six neighborhoods are retained each year and six neighborhoods expire on December 31st.

The Des Moines City Council created the Citizens Advisory Committee to allow citizens, neighborhoods and businesses to engage as broadly as possible in the discussion and resolution of issues and concerns that directly affect them. The City Council feels that the Citizens Advisory Committee will improve communication with and participate in local government on the part of residents, neighborhoods, business, and property owners in the City of Des Moines and create a more robust discussion of issues and matters facing the City, ultimately resulting in better decisions and solutions to problems.

The Des Moines City Council appointed a majority of the members at the July 7, 2016 Council meeting. Acceptance of applications were closed except for those positions that still have openings. Those positions open are: North Central Neighborhood (Primary and Alternate), Pacific Ridge Neighborhood (Alternate) and Business Owner (Primary and Alternate). This Agenda item will fulfill a Primary Business Owner position.

Discussion:

This agenda seeks confirmation of the Mayoral appointments to the Citizens Advisory Committee to become effective immediately.

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**CITY OF DES MOINES
APPLICATION FOR CITY COUNCIL
NEIGHBORHOOD ADVISORY COMMITTEE**

21630 11th Avenue South
Des Moines WA 98198

JUL 18 2011
CITY OF DES MOINES
CITY CLERK

Name: Tony Hettler
 Address: 22500 Marina View Dr S #301
 City/Zip: Des Moines WA 98198
 Cell: 206 8650-6730 Work: 206 870-8800
 Length of residence at the above address: 10
 Do you: Own Rent (circle one)
 E-Mail: tonyh@johnscott.com

Professional Background: Residential: Commercial
Real Estate Broker since 1989; Sales
Marketing for Scaffold Inc. 1979-1989

Neighborhood
☐ North Hill
☐ North Central
☐ Pacific Ridge
☐ Central Des Moines
☐ Marina District
☐ Zenith
☐ South Des Moines
☐ Woodmont
☒ Redondo
☐ Business Owner
☐ Marina Tenant

Why do you wish to serve in this capacity and what can you contribute?

my background in real estate and consulting with developers
Architects

Would you consider being an alternate: Yes No (circle one)

What Events and/or Committees have you served and/or participated in the past?

Des Moines Des Moines fireworks, Waterland Festival, Tree lighting
Chairperson of D.M. Marina/Beach Park Dev. Com. - 2011-2012

How do you communicate with your neighbors?

phone, email, writing

How often do you communicate with your neighbors?

Frequently

Business matters -

What availability do you have to attend meetings per month/quarter?

one a month

What current issues are you most interested in?

zoning, development,
parking, housing, parks, etc, policing

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Resolution in support of application
for Port of Seattle Economic
Development Grant

AGENDA OF: August 11, 2016

DEPT. OF ORIGIN: Economic Development

DATE SUBMITTED: August 3, 2016

ATTACHMENTS:

1. Draft Resolution 16-117
2. Port of Seattle Economic Development
Grant Application

CLEARANCES:

- [X] Legal TS
 [X] Economic Development TS
 [X] Finance DM
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [] Planning, Building & Public Works N/A
 [] Police N/A
 [] Courts N/A

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

Purpose and Recommendation: The purpose of this item is to seek Council approval to submit an application for the Port of Seattle Century Agenda 2016 Economic Development Partnership Program. The Port requires that local jurisdictions applying for the grant submit a Resolution from the governing body supporting submittal of the grant application. The recommendation is for the City Council to pass the Resolution as written (below).

Suggested Motion

Motion “I move to approve Draft Resolution No. 16-117, authorizing the City Manager to sign and submit an application to the Port of Seattle for the 2016 Economic Development Partnership Program and to accept the grant if approved by the Port.”

Background: The Port of Seattle has established the Century Agenda to “add 100,000 jobs through economic growth led by the Port of Seattle, for a total of 300,000 port-related jobs in the region.” This in keeping with requirements under RCW 53.08.245 that established the importance and central role that port districts can and need to perform in regard to economic development activities. The RCW that authorizes economic development programs states:

- (1) It shall be in the public purpose for all port districts to engage in economic development programs.”

The Port's Century Agenda identifies efforts to work with local jurisdictions to further partnerships and accomplish a number strategic objectives, including:

- Position the Puget Sound region as a premier international logistics hub
- Advance this region as a leading tourism destination and business gateway
- Use our influence as an institution to promote small business growth and workforce development
- Be the greenest, and most energy efficient port in North America
- The Port of Seattle will use its real estate, capital assets and financial capabilities to accomplish the Century Agenda.

In order to further these strategic objectives of the Century Agenda, the Port has initiated the 2016 Economic Development Partnership Program offering cities in King County non-competitive grants based on population to further economic development activities, “that align with city’s economic development strategies and support the Century Agenda.”

Discussion:

The City enjoys a strong relationship with the Port of Seattle and SeaTac Airport. The development of the Des Moines Creek Business Park (DMCBP), the result of a public/private partnership between the Port, Panattoni, and the City has resulted in a three phase project (all currently under construction) on the 89 acre Port property and totaling approximately 1.4 million square feet including the new Federal Aviation Administration (FAA) building. The DMCBP will create approximately 4-5,000 jobs in Des Moines. A portion of those jobs are regional transfers from other FAA locations but they are new to Des Moines. The Port and the City are actively pursuing land use options to expand the DMCBP and initiate Phase 4 of the development to Port property to the west of the current DMCBP.

The result of this very significant job creation through the DMCBP public/private partnership creates new opportunities for the City based on the potential increased consumption demand. However, the City must prepare for this opportunity. Redevelopment of the downtown is one of these critical components, assuring that there are quality experiences which include retail and dining options (including existing retail and dining as well as opportunities for future growth to meet demand in the retail and dining sector) for employees of the DMCBP, as well as residential options for those wanting to relocate to Des Moines. Another critical component is the development of the Des Moines Marina in a manner that creates linkages and synergies with downtown redevelopment. Both together begin to create a place that will attract people to our downtown. Impacting both of these opportunities is transportation and parking. The key is to get employees to go downtown and to the Marina through different mobility options, including reviewing opportunities for shuttle service (provided by the private sector or in partnership, and providing online order and delivery coordinated among business owners at the Business Park and downtown restaurateurs).

Therefore, these are the three elements that will be assessed in this grant application:

- 1) A conceptual, pre-design feasibility study of what type of structure could be constructed on the Marina floor, within the buildable footprint, within current land use elements including height restrictions (35 feet), how such a structure could accommodate multiple use options including retail, hotel, commercial, and an internal parking structure. An important component of the study will be to look at integration of such a structure with the downtown by providing pedestrian connections, potentially using a Harbor Steps Park approach from the Marina to the downtown. This study would also consider sustainable options, including the potential for

green roofs and possibly connecting the foot of 223rd Avenue to the structure to provide direct access from the downtown onto to the proposed structure.

- 2) An economic demand study to assess the future market demand created by the DMCBP and including the capacity of the Marina and the downtown to serve as “destination locations.” The study will assess the demand compatibility of a boutique hotel and the areas of competitive advantage that come with massive job creation within the city and the presence of SeaTac within a short radius. The study will be conducted along the lines of how the private sector evaluates investment opportunities and not simply demographic data that sits on the shelf.
- 3) A parking study to include the Marina and downtown based on current and future demand to assess parking requirements, parking alternatives, demand management options, multi-modal possibilities and an estimate of the number of spaces that would be feasible in a Marina parking structure integrated into a hotel and other uses, that would serve retail, hotel, Marina and Beach Park events, and provide a parking resource for downtown businesses as well.

The grant is based on 2015 population for the City of Des Moines, which was 30,100 (Washington State Office of Financial Management). The Port will provide \$1 per capita, therefore the City is eligible for a grant of \$30,100 requiring a 50% city match of \$30,100, for a maximum grant expenditure of \$60,200.

The value to the Port is to assist the City in economic development that will generate jobs derived from the incomes of the new jobs at the DMCBP – essentially closing the loop on economic activity by transforming job growth into consumption demand which creates new jobs, increases tax revenue and strengthens the local and regional economies. These goals are consistent with the City’s strategic economic objectives and with the Century Agenda.

Alternatives:

There are no non-competitive grant opportunities to accomplish the purposes described above.

Financial Impact

The grant is based on 2015 population for the City of Des Moines, which was 30,100 (Washington State Office of Financial Management). The Port will provide \$1 per capita, therefore the City is eligible for a grant of \$30,100 requiring a 50% city match of \$30,100, for a maximum grant expenditure of \$60,200.

These grant related expenditures are not currently budgeted and will likely require a budget adjustment to the General Fund’s Economic Development professional services budget in the amount for 75% of the grant (\$22,575) and the Marina’s professional services budget in the amount of 25% of the grant (\$7,525) prior to year-end. The grant funds will be released on a cost reimbursement basis.

Recommendation or Conclusion

It is recommended that the Council adopt Draft Resolution No. 16-117.

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CITY ATTORNEY'S FIRST DRAFT 07/19/2016**DRAFT RESOLUTION NO. 16-117**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing the City Manager to submit an application to the Port of Seattle for its 2016 Economic Development Partnership Program, to agree to a fifty percent (50%) matching of funds, and to accept the grant if approved by POS.

WHEREAS, the Port of Seattle (POS) is implementing a co-operative economic development program ("Program") to support local economic development initiatives across King County, and

WHEREAS, the intent of the Program is to support City specific economic development projects that align with the Port's business interests and creates jobs, fosters business growth, and improves local economic development assets, and

WHEREAS, the matching grant Program fosters effective economic development partnerships that stimulate region-wide prosperity, and

WHEREAS, the City of Des Moines considers it in the best public interest to apply for the POS Economic Development Partnership Program Grant, sign the Grant application for its Economic Development Partnership Program, accept the grant if approved by POS, and complete the Project as described in the application; now therefore,

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

Sec. 1. The City of Des Moines City Manager is authorized to make formal application to the POS Economic Development Partnership Program grant and to accept the grant if approved by POS.

Sec. 2. Any grant assistance received will be used in accordance with the Grant requirements set forth in the application.

Sec. 3. The City certifies that it will match the grant amount awarded and acknowledges that the grant assistance will be paid by the POS on a reimbursement basis.

Resolution No. ____
 Page 2 of ____

Sec. 4. The City acknowledges that grant funds cannot be used in capital projects.

Sec. 5. Through this Resolution, the City acknowledges and supports the Port of Seattle's local community economic development activities.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2016 and signed in authentication thereof this ____ day of _____, 2016.

 M A Y O R

APPROVED AS TO FORM:

 Interim City Attorney

ATTEST:

 City Clerk

8/2/16 1:00 PM



Port of Seattle Economic Development Partnership Program

The Port of Seattle is establishing a cooperative economic development fund for King County cities that advances the Port's Century Agenda, promotes the creation of middle class jobs, and supports local community economic development activities. The matching grant program fosters effective economic development partnerships that stimulate region-wide prosperity.

Eligible Activities:

- Business recruitment initiatives designed to attract new companies to King County
- Small business development, including disadvantaged business assistance projects
- Industry retention and expansion assistance (ex. Maritime, Aerospace, etc.)
- Tourism development including collateral, advertising, and publications to attract destination visitors to increase tourism expenditures
- Downtown revitalization
- Commercial or industrial property development
- Other community or economic development projects that tie to Port business interests*

Program Guidelines:

- The awards are available to 38 cities in King County, based on \$1 per capita formula.
- Awards are capped at \$65,000 with a minimum of \$5,000 for small cities.
- A 50 percent local match and a resolution of support/priority from the local jurisdiction is required.
- Funds cannot be used in capital projects.
- Cities may contract with local non-profits to deliver projects or manage initiatives.
- Cities may collaborate or aggregate regionally to enhance impact or outcomes.
- Projects should align with city's economic development strategy and support the Port's Century Agenda or business interests.
- Specific deliverables and costs must be identified and documented.
- Port funds will be released on a cost reimbursement basis with documentation.
- Cities are strongly encouraged to discuss proposed projects/uses of funds with Port of Seattle staff early in concept. The Port will accept applications during July and August 2016. All projects must have approval and be under contract no later than mid-September.

Questions or further detail, contact: Susan Chamberlain at Chamberlain.s@portseattle.org

** Port business interests tie to the health of aviation, maritime/logistics, manufacturing and construction/trades clusters. Tourism is another important industry to the Port.*



Port of Seattle Century Agenda

2016 Economic Development Partnership Program City Application

City:	DES MOINES, WA
Federal Tax Number:	91-6016496
Contact:	Michael Matthias, Assistant City Manager
Telephone:	206-870-6554
Fax:	206-870-6540
Email:	mmatthias@desmoineswa.gov
Address:	21630 11 th Ave S
City, State, Zip:	Des Moines, WA 98198
Website:	http://www.desmoineswa.gov/

Declaration: I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE PORT OF SEATTLE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature of Responsible Official:	<u><i>Michael Matthias</i></u>
Print or Type Name and Title:	Michael Matthias, Assistant City Manager/Economic Development Director
Date:	August 11, 2016

Submit application via email to:
application@portseattle.org

Port of Seattle Economic Development Partnership Program 2016 Funding Application

The Port of Seattle (POS) is implementing a cooperative economic development program to help fund local economic development initiatives across King County. The program is designed to support City specific economic development projects that create jobs, foster business growth, and support the Port's business interests*.

Project Description and Budget

1. Summarize the project(s) or initiative(s) you plan to support through the economic development partnership program. Please attach resolution of support from local jurisdiction.

The City enjoys a strong relationship with the Port of Seattle and SeaTac Airport. The development of the Des Moines Creek Business Park (DMCBP), the result of a public/private partnership between the Port, Panattoni, and the City has resulted in a three phase project (all currently under construction) on the 89 acre Port property and totaling approximately 1.4 million square feet including the new Federal Aviation Administration (FAA) building. The DMCBP will create approximately 4-5,000 jobs in Des Moines. A portion of those jobs are regional transfers from other FAA locations but they are new to Des Moines. The Port and the City are actively pursuing land use options to expand the DMCBP and initiate Phase 4 of the development to Port property to the west of the current DMCBP.

The result of this very significant job creation through the DMCBP public/private partnership creates new opportunities for the City based on the potential increased consumption demand. However, the City must prepare for this opportunity. Redevelopment of the downtown is one of these critical components, assuring that there are quality experiences which include retail and dining options (including existing retail and dining as well as opportunities for future growth to meet demand in the retail and dining sector) for employees of the DMCBP, as well as residential options for those wanting to relocate to Des Moines. Another critical component is the development of the Des Moines Marina in a manner that creates linkages and synergies with downtown redevelopment. Both together begin to create a place that will attract people to our downtown. Impacting both of these opportunities is transportation and parking. The key is to get employees to go downtown and to the Marina through different mobility options, including reviewing opportunities for shuttle service (provided by the private sector or in partnership, and providing online order and delivery coordinated among business owners at the Business Park and downtown restaurateurs).

Therefore, these are the three elements that will be assessed in this grant application:

- 1) A conceptual, pre-design feasibility study of what type of structure could be constructed on the Marina floor, within the buildable footprint, within current land use elements including height restrictions (35 feet), how such a structure could accommodate multiple use options including retail, hotel, commercial, and an internal parking structure. An important component of the study will be to look at integration of such a structure with the downtown by providing pedestrian connections, potentially using a Harbor Steps Park approach from the Marina to the downtown. This study would also consider sustainable options, including the potential for green roofs and possibly connecting the foot of 223rd Avenue to the

Port of Seattle Economic Development Partnership Program 2016 Funding Application

structure to provide direct access from the downtown onto to the proposed structure.

2) An economic demand study to assess the future market demand created by the DMCBP and including the capacity of the Marina and the downtown to serve as “destination locations.” The study will assess the demand compatibility of a boutique hotel and the areas of competitive advantage that come with massive job creation within the city and the presence of SeaTac within a short radius. The study will be conducted along the lines of how the private sector evaluates investment opportunities and not simply demographic data that sits on the shelf.

3) A parking study to include the Marina and downtown based on current and future demand to assess parking requirements, parking alternatives, demand management options, multi-modal possibilities and an estimate of the number of spaces that would be feasible in a Marina parking structure integrated into a hotel and other uses, that would serve retail, hotel, Marina and Beach Park events, and provide a parking resource for downtown businesses as well.

The grant is based on 2015 population for the City of Des Moines, which was 30,100 (Washington State Office of Financial Management). The Port will provide \$1 per capita, therefore the City is eligible for a grant of \$30,100 requiring a 50% city match of \$30,100, for a maximum grant expenditure of \$60,200.

2. Outline project goals, related strategies, desired outcomes and timelines using the table below (attach additional information if necessary):

Goals:	Strategies:	Outcomes:	Timelines:
Conceptual pre-design feasibility study of structural type for the Des Moines Marina redevelopment project	Prepare comprehensive pre-design feasibility study to identify buildable structure type to serve as basis for redevelopment cost analysis	Deliverable	6/1/2017
Economic impact demand study to assess future market demand created by the Des Moines Creek Business Park including the capacity of the Des Moines Marina and downtown to serve as “destination locations.”	Prepare a comprehensive economic demand study to identify appropriate land use actions, parking improvements, and identify complementary types of uses to maximize increased retail and residential demand from the new employees at the Des Moines Creek Business park and from	Deliverable	6/1/2017

**Port of Seattle Economic Development Partnership Program
2016 Funding Application**

	other locations including SeaTac Airport.		
Parking study to determine parking needs related to Des Moines downtown and Marina redevelopment and destination location parking requirements	Provide comprehensive parking analysis based on existing parking availability and estimated parking demand based on redevelopment process and highest and best permitted uses.	Deliverable	6/1/2017

3. Explain how your project benefits the Port and ties to POS business interests?

The value to the Port is to assist the City in economic development that will generate jobs derived from the incomes of the new jobs at the Des Moines Creek Business Park; essentially closing the loop on economic activity by transforming job growth into consumption demand which creates new jobs, increases tax revenue and strengthens the local and regional economies.

The Port's Century Agenda identifies efforts to work with local jurisdictions to further partnerships and accomplish a number strategic objectives, including:

- Position the Puget Sound region as a premier international logistics hub
- Advance this region as a leading tourism destination and business gateway
- Use our influence as an institution to promote small business growth and workforce development

Port of Seattle Economic Development Partnership Program 2016 Funding Application

- Be the greenest, and most energy efficient port in North America
- The Port of Seattle will use its real estate, capital assets and financial capabilities to accomplish the Century Agenda.

This economic development grant will provide resources for the City to move forward with development to advance the City of Des Moines as a “destination location;” to promote small business development and create jobs; to utilize sustainable development strategies to promote and achieve energy efficiency and to continue expanding the economic development activities that have been created by the Des Moines Creek Business Park.

These goals are consistent with the City’s strategic economic objectives and with the Century Agenda.

**Port business interests tie closely to the health of aviation, maritime/logistics, manufacturing and construction/trades clusters. Tourism is another important industry to the Port.*

4. Identify project budget and match funds using the table below

Category:	Port of Seattle Funds:	Matching Funds:	Total Funds:
<i>Example: Staffing</i>			
<i>Example: Consultants</i>	\$30,100	\$30,100	\$60,200
<i>Example: Goods and Services</i>			
<i>Example: Marketing</i>			

5. If you plan to use consultants or contractors to complete all or part of the project, please identify the firm or type of firm you plan to hire for this project.

Real Estate Development Consulting Firm to coordinate the three studies/analysis:

- 1) Pre-design feasibility of Marina redevelopment pattern and structure,
- 2) Economic Demand Impact analysis to provide the understanding of how to maximize increased retail and residential consumption from the new Des Moines Creek Business Park and SeaTac International Airport
- 3) Parking study for the downtown and the Marina to identify transportation requirements, including multi-modal, pedestrian and vehicle parking requirements to maximize economic development coming from the new Business Park and other locations.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution No. 16-124 Setting Public Hearing to consider Draft Ordinance 16-124 related to the Blueberry Lane zoning reclassification.

ATTACHMENTS:

1. Draft Resolution No. 16-124 Setting a Public Hearing Date for Draft Ordinance No. 16-124

FOR AGENDA OF: August 11, 2016

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: August 1, 2016

CLEARANCES:

- ☒ Legal TG
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works DEL
- ☐ Police N/A
- ☐ Courts N/A
- ☐ Economic Development _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT/UM

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to consider Draft Resolution No. 16-124 (Attachment 1) which will set a public hearing date for the consideration of Draft Ordinance No. 16-124 amending Des Moines Municipal Code (DMMC) 18.10.050 Adoption of official zoning map, to reclassify tax parcels 0246000127, 0522049005, 0522049022, 0522049071, and 0522049156 located in the northeastern corner of the North Hill Neighborhood from BP-Business Park Zone (B-P) to Residential Single Family 7,200 Zone (RS-7,200) for the Blueberry Lane Planned Unit Development (PUD). The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to adopt Draft Resolution No. 16-124 setting a public hearing on September 8, 2016, or as soon thereafter as the matter may be heard, to consider Draft Ordinance No. 16-124 amending DMMC 18.10.050 Adoption of official zoning map, to reclassify tax parcels 0522049005, 0522049022, 0522049071, 0522049156 and 0246000127 from B-P Business Park Zone to Residential Single Family 7,200 Zone for the Blueberry Lane PUD."

Background

Blueberry Lane Planned Unit Development (PUD) received preliminary plat approval on December 14, 2006 allowing for the subdivision of 67 single residential lots. In 2012, at the request of the then property owners Richard J. and Charlotte F. Williams, the subject property was rezoned from RS-7,200 to B-P with the intent to develop the property with business park uses. The rezone was approved under Ordinance No. 1546.

On March 17, 2014, Richmond American Homes of Washington, Inc. purchased the 5 parcels. As the previous owner had not officially withdrawn the subdivision application, it was still considered vested in accordance with RCW 58.17.140. Minor deviations to the preliminary plat, including the reduction of the overall number of lots from 67 to 62, were approved on December 19, 2013 under Resolution No. 1246. The project received civil plan approval on August 13, 2014 and construction of the civil improvements have been substantially completed. The applicant applied for final plat in September 28, 2015 and waived their right for Council action within the 30-day timeframe in order to address outstanding items. The Final Plat is scheduled for City Council consideration on August 11, 2016.

Discussion

On June 9, 2016, the City of Des Moines received an application for a comprehensive plan amendment to change the preferred land use for the subject property from BP-Business Park to SF-Single Family, and a zoning reclassification from B-P to RS-7,200 for the Blueberry Lane PUD. Pursuant to DMMC 18.25.060(1), the Comprehensive Plan amendment has been docketed with the 2016 Comprehensive Plan amendments for the City.

Upon final plat approval, Blueberry Lane PUD would be entitled for the development of a 62-lot single subdivision. Single family dwellings are not a permitted use within the B-P Zone. Reclassifying the subject property from the B-P to RS 7,200 will enable Richmond American Homes to apply for building permits to construct single family homes consistent with the single family development regulations codified in Chapter 18.55 DMMC.

Alternatives

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with a different hearing date.
3. Decline to adopt the proposed Draft Resolution.

Financial Impact

The zoning reclassification will allow for the redevelopment of property for residential uses. Future development of the property would provide economic benefits from increased property values and collection of traffic impact fees; however, these revenues are largely offset by mitigation of project impacts or expenditures for future City services related to residential use of the property. Construction of new homes would help the City meet a portion of its housing targets established in the Des Moines 2035 Comprehensive Plan.

Recommendation or Conclusion

Staff recommends that the City Council setting a public hearing on September 8, 2016, or as soon thereafter as the matter may be heard, to consider Draft Ordinance No. 16-124.

CITY ATTORNEY'S FIRST DRAFT 07/29/2016**DRAFT RESOLUTION NO. 16-124**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 16-124 which updates and amends DMMC 18.10.050 in order to effectuate a zoning reclassification for tax parcels 0522049005, 0522049022, 0522049071, 0522049156 and 0246000127, from B-P Business Park to RS-7200 Residential Single Family 7,200 for the Blueberry Lane Planned Unit Development (PUD).

WHEREAS, the City Council is considering a zoning reclassification of property owned by Richmond American Homes, and

WHEREAS, a public hearing is necessary to receive public comment regarding the possible zoning and textual code amendments to Title 18 DMMC, and

WHEREAS, a public hearing is required for adoption of an ordinance which amends portions of Title 18 DMMC commonly referred to as the Zoning Code; now therefore,

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

The matter of amendments to DMMC 18.10.050 in order to effectuate a zoning reclassification for tax parcels 0522049005, 0522049022, 0522049071, 0522049156 and 0246000127 from B-P Business Park to RS-7200 Residential Single Family 7,200 for the Blueberry Lane Planned Unit Development are set for public hearing before the City Council on Thursday, August 11, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this _____ day of _____, 2016 and signed in authentication thereof this _____ day of _____, 2016.

M A Y O R

Resolution No. _____
Page 2 of 2

APPROVED AS TO FORM:

Interim City Attorney

ATTEST:

City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Blueberry Lane Final Plat

FOR AGENDA OF: August 11, 2016

ATTACHMENTS:

1. Draft Resolution 16-020
2. Resolution 1023 (Preliminary Approval)
3. Resolution 1246 (Minor Deviations)
4. Final Plat Document
5. Environmental Mitigation Agreement dated July 20, 2006
6. Tract X Release; King County Short Plat 779007

DEPT. OF ORIGIN: Planning, Building, & Public Works

DATE SUBMITTED: August 4, 2016

CLEARANCES:

- ☒ Legal JB
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works DEL
- ☐ Police N/A
- ☐ Courts N/A
- ☐ Economic Development N/A

APPROVED BY CITY MANAGER FOR
SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to facilitate the City Council consideration of Draft Resolution 16-020 (Attachment 1) approving the final subdivision for the planned unit development (PUD) entitled "Blueberry Lane." Staff recommends that the Council approve the proposed final plat by passing the following motions which will appear on the consent calendar:

Suggested Motions:

Motion 1: "I move to adopt Draft Resolution No. 16-020 approving the final plat entitled "Blueberry Lane", City File No. LUA2014-0003."

Motion 2: "I move to approve the Release document relinquishing the City's interest in Tract X that is depicted on King County Short Plat No. 779007, and authorize the City Manager to sign the Release substantially in the form as submitted."

Background

In May 2005, the City received the requisite materials for a preliminary plat entitled “Blueberry Lane.” The application specifically requested to divide 5 tax parcels consisting of 12.83 acres into 67 lots for single-family residential use. On December 14, 2006, Resolution No. 1023 (Attachment 2) approved the preliminary plat. In 2011, the original developer, Richard Williams, requested a rezone from Residential Single Family – 7,200 to Business Park. The rezone was approved under Ordinance No. 1546.

Richmond American Homes of Washington, Inc. purchased the 5 parcels on March 17, 2014. As the previous owner had not officially withdrawn the subdivision application, it was still considered vested in accordance with RCW 58.17.140. Minor deviations to the preliminary plat, including the reduction of the overall number of lots from 67 to 62, were approved on December 19, 2013 under Resolution No. 1246 (Attachment 3).

Construction of the required infrastructure is now substantially complete, and the site is served by roads, drainage, utility systems and other improvements required for the future residential use of the site.

Discussion

City Council review of applications for final plat approval is required pursuant to DMMC 17.10.240. Should Council approve the proposed final plat, it will allow the final plat entitled ‘Blueberry Lane’ to be recorded with the King County Recorder’s Office and will enable the applicant to file for building permits on the lots within the subdivision.

Richmond American Homes filed their Final Plat application on September 28, 2015. They requested an extension of the 30 day review timeline for final plats in order to complete the construction of improvements and to resolve matters under litigation. Staff concluded that the final plat (Attachment 4) sufficiently demonstrated that the subdivision meets the approval criteria established by DMMC 17.10.240. A topic-by-topic evaluation of the final plat’s compliance with the criteria is provided below:

(1) PRELIMINARY PLAT CONSISTENCY

DMMC 17.10.240 (1)(a) requires that the final plat be consistent with the approved preliminary subdivision. Based on a review of the preliminary plat design (as modified by Resolution 1246) and multiple site visits, staff has concluded that the final plat is consistent with the preliminary plat design approved by the City Council. Additionally, the applicant has complied with the conditions of approval established by Resolution 1023 dated December 14, 2006 and the Environmental Mitigation Agreement dated July 20, 2006 (Attachment 5) except for the following items:

- a. Construction of the private park/recreation Tract “B”. The installation of the playground equipment and landscaping. The applicant has submitted a building permit and posted a bond for the completion of the park/recreation tract.

- b. Applicant has submitted a Declaration of Covenants, Conditions and Restrictions for review. The document will be recorded concurrently with final plat.

Staff recommends that the City Council release and relinquish (Attachment 6) its rights to demand Tract X, as depicted on King County Short Plat 779007, as right-of-way. With the City Councils' Adoption of Resolution 1023 in December of 2006, approving the Blueberry Lane Preliminary PUD subdivision, the City made the determination that Tract X, as depicted on Short Plat 779007, would not be demanded to be deeded as right-of-way, and/or improved as a street, road or thoroughfare at that time, or any time in the future. Instead, the City Council determined that Street A (South 196th Place), would be constructed instead of a roadway located at Tract X. This intent is clearly shown in the notes on Sheet P2, and the preliminary PUD subdivision layout shown on Sheet P3, both of which were attached to City Council Resolution 1023.

(2) SUBDIVISION DESIGN AND LAYOUT

DMMC 17.10.240(1)(b) requires the final plat to be consistent with the design and layout requirements of Chapter 17.35 DMMC and the provisions established by Chapter 58.17 RCW. The Findings of Fact attached as Exhibit 1 to Resolutions 1023 and 1246 found that the proposed preliminary modified subdivision was consistent with chapter 17.35 DMMC and chapter 58.17 RCW. Therefore, the final plat is consistent with this requirement since it is consistent with the approved preliminary plat.

(3) PUBLIC INFRASTRUCTURE

DMMC 17.10.240(1)(c) requires that all infrastructure improvements be installed or the posting of financial securities to cover the cost of installation of the outstanding improvements. All required infrastructure improvements have either been installed by the applicant or will be bonded prior to recording final plat. The new roadways have been constructed along with related curb, gutter, sidewalk and street light improvements.

(4) PERFORMANCE AND MAINTENANCE BONDING

RCW 58.17.130 requires that local regulations provide that in lieu of the completion of the actual construction of any required improvements prior to the approval of a final plat the applicant can post securities for the outstanding improvements ensuring completion after recordation of the final plat. The City provides for this in DMMC 17.40.140, but requires that the work be completed within one year of a recordation of the final plat documents. The City Manager can grant a one year extension if the work is not completed within a year of recordation of the final plat.

The applicant currently has a performance bond for site restoration work pertaining to the approved road and drainage plans. A plat maintenance bond and a landscape maintenance bond will be retained for a one year maintenance period beginning at the acceptance of the improvements.

Alternatives

The City Council has two other alternatives in addition to the recommended action:

1. The City Council may approve the final plat with additional conditions; however, any changes must be supported by additions to the findings of fact. The changes, if any must be supported by the public record.
2. The City Council may deny the final plat; however, new findings of fact would have to be prepared to support this decision. The reason for denying the final plat approval would have to be supported by the public record.

Financial Impact

No immediate and direct financial impacts are anticipated. Approval of the subdivision and subsequent development does have a long term positive impact on overall assessed valuation of property and corresponding taxes collected as well as collection of traffic impact fees, but these revenues are largely offset by mitigation of project impacts or expenditures for future City services related to residential use of the property.

Recommendation/Conclusion

Staff has reviewed the proposed final plat (Attachment 4) and determined that the subdivision is consistent with the cited local and state statutes. Therefore, staff recommends approval of the Final Plat entitled "Blueberry Lane."

Concurrence

The Planning, Building and Public Works and Legal Departments concur. South King Fire and Rescue has also reviewed the materials and recommends approval of the final plat entitled "Blueberry Lane."

PLANNING, BUILDING, AND PUBLIC WORK'S FIRST DRAFT, 08/11/2016**DRAFT RESOLUTION NO. 16-020**

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving the Final Plat entitled "Blueberry Lane" as shown and described in City Administration file number LUA2014-0003.

WHEREAS, the City has received an application for the Final Plat entitled "Blueberry Lane," from Richmond American Homes, the owner of the real property described in said application; and

WHEREAS, pursuant to the State Environmental Policy Act, Chapter 43.21C RCW, the Administrative Guideline and local ordinance adopted to implement it, the SEPA Official reviewed all relevant environmental documents and determined that the proposed subdivision would not result in probable significant adverse environmental impacts, and based on information within those environmental documents, a Mitigated Determination of Non-significance was issued; and

WHEREAS, the applicant has complied or posted securities to ensure compliance with all Mitigation Items established by the Environmental Mitigation Agreement dated July 20, 2006; and

WHEREAS, said environmental documents have been available and accompanied the application throughout the entire review process; and

WHEREAS, the City Council, in regular meeting on December 14, 2006, reviewed the preliminary plat entitled "Blueberry Lane;" and

WHEREAS, the City Council passed Resolution Number 1023 at its regular meeting on December 14, 2006 approving the preliminary plat entitled "Blueberry Lane;" and

WHEREAS, the City Council passed Resolution Number 1246 at its regular meeting on December 19, 2013 approving minor deviations to the preliminary plat entitled "Blueberry Lane;" and

WHEREAS, the City Council, in regular meeting on March 10, 2016, reviewed the proposed Final Plat entitled "Blueberry Lane;" now, therefore

Resolution No. 16-020
Page 2 of 3

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

Sec. 1. The following findings of fact are adopted by the Des Moines City Council:

(1) The Final Plat is consistent with the preliminary subdivision approved by the City Council on December 14, 2006, under Resolution No. 1023 and the Minor Deviations approved under Resolution No. 1246, and

(2) All required improvements are installed or securities to cover the cost of installation are submitted in accordance with DMMC 17.40.090, and

(3) The Final Plat is consistent with the provisions of Title 17 DMMC, and Chapter 58.17 RCW.

Sec. 2. Decision criteria. The criteria used in making the decision are those required by chapter 17.10 DMMC and chapter 18.230 DMMC.

Sec. 3. Approval. The subdivision and the Final Plat entitled "Blueberry Lane" is hereby approved by the Des Moines City Council.

Sec. 4. Compliance with other law. Nothing in this Resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

Sec. 5. Resolution attached to approval documents. A certified copy of this Resolution, along with the findings of fact herein adopted, shall be attached to and become a part of the evidence of said subdivision and Final Plat and shall be delivered to the applicant.

Sec. 6. Distribution of resolution following City Council action. Certified or conformed copies of this Resolution shall be delivered to the following:

(1) City of Des Moines Planning Building and Public Works Department and Building Division;

(2) South King Fire and Rescue; and

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Page 3 of 3

(3) City Clerk of the City of Des Moines.

ADOPTED BY the City Council of the City of Des Moines,
Washington this _____ day of _____, 2016 and signed in
authentication thereof this _____ day of _____, 2016.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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RESOLUTION NO. 1023

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving the preliminary Blueberry Lane Planned Unit Development subdivision (hereinafter, Blueberry Lane), subject to conditions specified herein.

WHEREAS, PBC, Inc. and Richard Williams (hereinafter, the applicant), the owners of the real property in the City of Des Moines, filed an application on April 22, 2005 for a preliminary PUD subdivision, and

WHEREAS, Development Services Division issued a notice of incomplete application on May 6, 2005, and

WHEREAS, Development Services Division determined that the application met the procedural submittal requirements on May 17, 2005 and subsequently issued a notice of complete application, and

WHEREAS, Blueberry Lane is located on property within the RS-7200 zone, and

WHEREAS, Planned Unit Developments are authorized in all single family residential zones, and

WHEREAS, Planned Unit Developments provide opportunities for unique and innovative development designs not able to be accomplished under traditional subdivision requirements, and

WHEREAS, an environmental checklist for Blueberry Lane was submitted to the City of Des Moines and was reviewed by the SEPA responsible official for the City of Des Moines, and

WHEREAS, the SEPA official determined that significant and adverse environmental impacts could occur and subsequently issued a Mitigated Determination of Non-Significance for the proposed Blueberry Lane project, and

WHEREAS, the environmental documents have been available for review with the Blueberry Lane application during the review process, and

WHEREAS, the Des Moines Planning Agency reviewed the Blueberry Lane at its regular meeting on October 2, 2006, and

WHEREAS, the Des Moines Planning Agency, after review of the Blueberry Lane at a public meeting and consideration of the recommendations by administration, recommended approval of the application subject to specific conditions, and

WHEREAS, the City Council, in a public hearing on October 26, 2006, November 6, 2006, November 30, 2006, and December 14, 2006, considered the Blueberry Lane Planned Unit Development Subdivision, the environmental documents, recommendations from the Planning Agency, and recommendations from administration; now therefore,

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

Sec. 1. Findings of fact. The findings of fact set forth in Exhibit 1, attached hereto and incorporated by this reference, are adopted in full by the City Council in support of its decision to approve the Blueberry Lane project subject to specific conditions.

Sec. 2. Decision criteria. The criteria used in making the decision are those required by DMMC 17.16.130 and chapter 18.52

Resolution No. 1023
Page 2 of 5

DMMC. The City Council finds that Blueberry Lane is in compliance with the required criteria, as set forth in the findings of fact in Exhibit 1, adopted above.

Sec 3. Approved Deviations. Consistent with the provisions of DMMC 17.36.010 and 18.52.100 the following deviations to the subdivision code and zoning code are approved:

Subdivision Layout and Design Deviations (DMMC 17.36)

(1) Lots 9, 15, 16, 18, 19, 27, 28, 29, 30, 31, 34, 37, 38, 39, 40, 41, 42, 43, 45, 46, 47, 48, 49, 50, 52, and 59 shall not be required to meet the lot depth to width ratio as specified in DMMC 17.36.020(2), and

(2) Corner lots shall not be required to be 5 feet wider than the 60 foot width established by the underlying zoning as specified in DMMC 17.36.020(5), and

(3) Two alleys shall be authorized to be built to private street standards and shall be allowed to serve more than four lots deviating from the provisions of DMMC 17.36.040 and DMMC 17.36.050. Alley 1 shall serve 12 lots and Alley 2 shall serve 5 lots.

Zoning Code Deviations (DMMC 18.08 and DMMC 18.52)

(1) Except for lot 43 all lots shall be less than the minimum lot area of 7,200 square feet specified in DMMC 18.08.030. The average lot size within the PUD shall be 4,065 square feet, and

(2) Except lots 9, 35, 36, 43, 44, 51, and 60 the minimum lot width specified in DMMC 18.08.050 shall be reduced from sixty (60) feet to a minimum of forty (40) feet for all lots, and

(3) Except lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 34 the minimum front yard setback specified in DMMC 18.08.060 shall be reduced from twenty (20) feet to ten (10) feet for all lots, and

(4) The minimum side yard setback specified in DMMC 18.08.070 shall be five (5) for all side yards except as otherwise stated in the following:

(a) For the common side yards between lots 45/46, 47/48, and 50/49, the side yard setback shall be zero (0) feet and the remaining side yards within these lots shall be five (5) feet, and

(b) For lots 1, 43, 44, 51, 52, 59, and 61, the side yard along the perimeter of the planned unit development shall be ten (10) feet and the remaining side yard shall be five (5) feet, and

(c) For lot 10, the side yard setback along Tract E shall be ten (10) feet and the remaining side yard shall be five (5) feet, and

(d) For lots 9 and 19, the side yard along the perimeter shall be fifteen (15) feet and the remaining side yard shall be five (5) feet, and

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(5) The minimum rear yard setback specified in DMMC 18.08.075 shall be reduced from twenty (20) feet to ten (10) feet for all lots except for lots 20, 21, 22, 23, 24, 27, 28, and 29 which shall be fifteen (15) feet, and

(6) The following planned unit development perimeter yard areas specified in DMMC 18.52.100(2) shall be established as follows:

(a) For lots along Des Moines Memorial Drive (Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9) the required twenty (20) feet perimeter yard area shall not be modified or reduced, and

(b) For lots 1, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, and 61 the required twenty (20) foot perimeter yard area shall be modified and reduced to ten (10) feet, and

(c) For the lot adjacent to South 194th Street (Lot 34) the required twenty (20) feet perimeter yard area shall not be modified or reduced, and

(d) For lots 9, 19, 20, 21, 22, 23, 24, 27, 28, and 29 the required twenty (20) foot perimeter yard area shall be modified and reduced to fifteen (15) feet.

Sec. 4. Approval subject to conditions. Blueberry Lane is approved subject to the following conditions and modifications:

(1) The applicant shall comply with the Environmental Mitigation Agreement dated July, 20, 2006.

(2) All driveways shall be a minimum of sixteen (16) feet except for alley loaded driveways which can be either ten (10) feet or greater than or equal to sixteen (16) feet, and

(3) The applicant shall submit a complete landscaping plan consistent with the conceptual landscaping plan provided as attachment 32 of staff's October 26, 2006 City Council Packet, and

(4) The applicant shall pay the required park in lieu fee in the amount to be determined at the time of the applicant files for final plat approval. The fee will be based on an appraisal submitted by the applicant for the value of land and the square footage development rate at the time of final plat. The fee shall be paid prior to recording of the final plat.

(5) The applicant shall place playground equipment of his choice at a location of his choice to be installed by the time the landscaping is installed for use by the owners of lots 1 through 67 inclusive. On-going use, repair, maintenance and possible replacement of these improvements shall be determined by the owners of lots 1 through 67 inclusive, and

(6) The applicant shall pay the substitute wetland mitigation fee in the amount of \$155,480.00 in the base month of October 2006. This fee shall be adjusted quarterly for inflation until the fee is paid by the applicant. The fee shall be paid prior to City Council review of the final plat, and

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Page 4 of 5

(7) The applicant shall submit to the City the statutory warrant deed required to convey surface water detention tract to the City of Des Moines prior to City Council review of the final, and

(8) Tracts B, D, G, H, and K shall be owned and maintained by owners of lots 1 through 67 inclusive as equal undivided common interest, and

(9) Tract A shall be owned and maintained by the owners of lots 1 through 6 inclusive and 12 through 17 inclusive as an equal undivided common interest, and

(10) Tract C shall be owned and maintained by the owners of lots 7 through 11 inclusive as an equal undivided common interest, and

(11) Tract F shall be owned and maintained by the owners of lots 18 and 19 as an equal undivided common interest; except, that the applicant shall record a covenant which establishes that the City will act as the attorney in-fact for the future dedication of Tract F to the City of Des Moines as public ROW at the time Lot 1 & 2 of KCSP 779007 redevelops upon demand of the City of Des Moines, and

(12) All of the roof drain systems will be a private system owned in common by the owners of lots 1 through 67 inclusive, who will share equal responsible for all maintenance, repair, and future replacement of the system.

Sec. 5. Approved preliminary planned unit development plat map. The Preliminary Planned Unit Development Subdivision in Exhibit 2, attached hereto and incorporated by this reference, is adopted in full by the City Council.

Sec. 6. Compliance with other law. Nothing in this resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

Sec. 7. Resolution attached to approval documents. A certified copy of this resolution, along with the herein referenced findings of fact and preliminary plat, shall be attached to and become a part of the evidence of the approval of said preliminary Planned Unit Development subdivision to be delivered to the applicant.

Sec. 8. Distribution of resolution following council action. Certified or conformed copies of this resolution shall be delivered to the following:

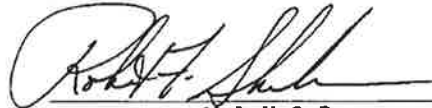
- (1) City of Des Moines Planning, Building and Public Works Department;
- (2) South King Fire and Rescue; and
- (3) City Clerk of the City of Des Moines.

Sec 9. Distribution of resolution by Planning Official. Within five days following adoption of this resolution, the Planning Official shall distribute the resolution to the applicant, and to each person who submitted timely written or oral testimony to the City Council for inclusion in the record.

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Page 5 of 5

Sec. 10. Reconsideration. A request to reconsider this decision of the City Council may be made by the applicant, or by any person who submitted timely written or oral testimony to the City Council for inclusion in the record. The request for reconsideration, in the form of a letter, shall be delivered to the Planning, Building, and Public Works department within 10 days following the date of adoption of this resolution. The request shall contain a clear reference to the preliminary subdivision to be reconsidered and a statement of the specific factual findings or conclusions of the City Council disputed by the person filing the request for reconsideration. The City Council shall reconsider a decision if the council finds that an error of fact, law, or procedure that is more likely than not to affect the outcome of the decision has been made; or if the person requesting reconsideration is seeking to enter previously unavailable information that is more likely than not to affect the outcome of the decision. The request for reconsideration shall be processed in conformance with City Council rules of procedure, Chapter 4.12 DMMC.

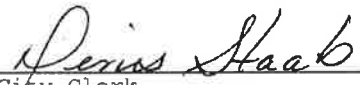
ADOPTED BY the City Council of the City of Des Moines, Washington this 14th day of December, 2006 and signed in authentication thereof this 14th day of December, 2006.


MAYOR

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Clerk

FINDINGS OF FACT

RESOLUTION NO.1023, EXHIBIT 1

December 14, 2006

The Des Moines City Council, upon review of an application requesting approval of a preliminary Planned Unit Development PUD subdivision allowing for the subdivision of 67 single residential lots and in consideration of information communicated during a public hearing hereby finds:

(A) Subdivision

1. Except where otherwise stated herein, the proposed plat is consistent with the applicable provisions of the comprehensive plan, zoning code, and other City policies and regulations.
 - a. The developer has submitted the requisite permit applications for a preliminary plat utilizing the provisions of a PUD subdivision codified in Chapter 17.16 and 18.52 of the Des Moines Municipal Code.
 - b. The application specifically requests to divide 11.61 acres of underdeveloped land into 67 lots for single-family residential use.
 - c. The zoning for the property is RS-7200
 - d. PUD's are authorized in all single family residential zoned areas.
 - e. The Preferred Land Use Map for the Des Moines Comprehensive Plan indicates the subject property as preferred for single-family development.
 - f. The Des Moines Planning, Building, and Public Works Department issued a written notice of complete application on May 17, 2005 providing official notice that the application met the procedural submittal requirements established by the City.
 - g. The SEPA Official and the Des Moines Planning, Building, and Public Works Department issued a notice of preliminary PUD subdivision application on January 10, 2006
 - h. A MDNS was issued in accordance with WAC 197-11-350 and DMMC 16.04.110 on July 20, 2006.
 - i. A public comment period for the MDNS was provided from February July 20, 2006 to August 4, 2006 for the SEPA determination.
 - j. The Des Moines Planning Agency met on October 2, 2006 to discuss Blueberry Lane. There were no public comments at the meeting. The Planning Agency recommended that the Council approve the preliminary modified subdivision as originally recommended by administration. The Planning Agency voted 4-0 in support of this recommendation.

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Page 2 of 8
Exhibit 1

- k. The Des Moines Planning, Building, and Public Works Department provided a notice of public hearing on October 5, 2006 and provided additional public comment period from October 5, 2006 to October 26, 2006.
- 1. At the October 26, 2006, November 9, 2006, and November 30, 2006 public hearing, an opportunity to receive public comment was afforded to that applicant and interested citizens regarding the proposed modified subdivision.
- 2. There are adequate provisions for drainage ways, rights-of-way, sidewalks, easements, water supplies, sanitary waste, fire protection, power service, parks, playgrounds and schools. These provisions include:
 - a. The City has reviewed the Blueberry Plan PUD Traffic Analysis prepared by JTE, Inc. dated March 31, 2005; the Blueberry Plan PUD Revised Traffic Analysis prepared by JTE, Inc. dated December 18, 2005; and the Blueberry Lane PUD Addendum Letter prepared by JTE, Inc. dated May 18, 2006.
 - b. The subdivision is served by the development of 5 new public rights-of-way, consistent with City requirements.
 - c. The road layout provides connections to South 194th Street, South 197th Street and Des Moines Memorial Drive.
 - d. Future connections will be provided for on the south western corner of the project site. This connection is a vacant developable property to the south which will provide for future development of that property.
 - e. The site has 499.17 feet of frontage on Des Moines Memorial Drive, and 103.36 feet of frontage on South 194th Street.
 - f. The applicant is required to construct frontage improvements along the frontages to the City of SeaTac Standards.
 - g. The applicant is required to dedicate 10' of property to the City of SeaTac for public right-of-way use along Des Moines Memorial Drive.
 - h. The City has reviewed a Technical Information Report prepared by Sound Engineering dated April 2005 and revised December 2005.
 - i. The proposed surface water detention pond is consistent with the 2005 King County Surface Water Design Manual.
 - j. All electrical and communication systems shall be installed underground by the applicant. Existing above-ground electrical and communication systems

Resolution No. 1023
 Page 3 of 8
 Exhibit 1

located in all rights-of-way adjoining the proposed subdivision and extending from the subdivision to the nearest utility pole also shall be undergrounded.

- k. New fire hydrants within the subdivision will be installed in the approximate location as shown on the Preliminary PUD plans. Installation of the new fire hydrant will be done concurrently with the installation of the required right-of-way improvements.
- l. All sewer, water, or surface water utilities will be within the ROW or contained within the appropriate easement.
- m. The applicant is required to make a payment in lieu of park dedication.
- 3. The proposed plat design will serve the public use and interest and is consistent with the public health, safety, and welfare.
 - a. Staff reviewed the proposal and coordinated with the neighboring jurisdiction of SeaTac, the Washington State Department of Transportation (WSDOT), and the Port of Seattle.
 - b. Copies of the site plan were provided to the City of SeaTac during the review of the preliminary PUD since the City of Des Moines jurisdictional boundaries end on the western side of Des Moines Memorial Drive and the southern side of South 194th Street. On February 3, 2006, the City of Des Moines received a letter from the City of SeaTac's Engineering Department which concurred with the proposed intersection of 11th Place South and South 194th Street and the intersection of South 197th Street and Des Moines Memorial Drive
 - c. In order to coordinate development with the SR-509 project the project was designed to ensure that the proposed PUD will meet the City's requirements independent of the status of the actual construction of the SR-509 project.
 - d. The area that is proposed for the future SR-509 ROW is labeled as Tract L and labeled as area to be obtained by WSDOT under King County Court Number 05-2-39263-1 KNT as requested by WSDOT.
 - e. After consultation with the Federal Aviation Administration and review of WSDOT's SR-509 proposal, the Port of Seattle decided not to pursue acquisition of the portion of Blueberry Lane within the ATZ.
 - f. The Part 150 study prepared by the Port of Seattle indicates that areas with noise levels typical within southern ATZ for the 3rd runway can be utilized for single family residences with

Resolution No. 1023
Page 4 of 8
Exhibit 1

appropriate construction methods to reduce the noise level within the buildings.

- g. As part of the City's MDNS the applicant will be required to use the City prescribed sound control measures and utilize sound transmission control (STC) 44 windows instead of the traditional STC 38 windows.

(B) Planned Unit Development (PUD)

1. DMMC § 18.52.100 allows for the reduction in lot width and lot size requirements for PUD subdivisions as long as the density within the PUD subdivision does not exceed density for the net development for the underlying zone.
2. DMMC § 18.52.100(5) defines net development as the area remaining after subtracting the area set aside for churches, schools, or commercial use from the total development area.
3. Blueberry Lane is better than a traditional subdivision by applying a more creative approach which will result in a more efficient, aesthetic, and desirable community while at the same time maintaining the same population density and area coverage permitted in the zone in which the project is located.
 - a. The maximum density allowable is established by DMMC 18.52.100(5). The maximum number of dwelling units (DU) for the site is equal to:

Net Development Area/Minimum Lot Size = Maximum Number of Dwelling Units.

505,732/ 7,200 = Maximum DU

70 = Maximum DU.
 - b. The subdivision will result in the creation of 67 lots for single family residence and the maximum density allowed under PUD subdivision would be 70 lots.
 - c. The applicant is required to plant street trees adjacent to the sidewalk on the internal street. Street trees, landscape strips, and open space tract maintenance and upkeep shall be the responsibility of Homeowners Association.
 - d. Design of infrastructure improvements has been done in such a manner as to enhance the community not just on a functional level but on a visual level. Instead of a standard stormwater pond; a stormwater wetland will be constructed adjacent to an existing wetland which will enhance the natural feel and look of the community.
 - e. The street pavement has been widened to provide on street parking without blocking the two standard size travel lanes.

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 Page 5 of 8
 Exhibit 1

f. The project has been designed with varying lot sizes and housing types in order to provide housing for multiple income groups and to provide visual interest.

4. Deviations to the street standards are authorized by DMMC 18.52.100 and DMMC 17.36.010.

5. The applicant will incorporate pedestrian amenities in the PUD that are not normally found in a standard subdivision. These amenities include:

a. An increased relationship between the public and private realms through the placement of the homes in close proximity to the sidewalk.

b. Visual impact of the automobile has been de-emphasized through the use of alley lot homes and street-facing garages located back behind front porches.

c. Bulb-outs at all intersections have been installed to reduce the amount of area dedicated to traffic a pedestrian crosses and acts as a traffic calming measure by visually reducing the road width without reducing the size of the travel lane.

d. Tracts of open space have been strategically placed through the PUD to provide areas for pedestrians to engage in recreational opportunities. Approximately 356 square feet per home or over ¼ acre of open passive recreation area was provided as part of the PUD.

e. Aesthetic design guidelines were established as part of the MDNS.

f. The applicant will develop a full landscaping plan for the lots, open spaces, and ROWs to enhance the pedestrian quality of the PUD and provide for continuity of design for the entire project.

(C) WETLAND "A"

1. The City has reviewed a wetland delineation report prepared by Sewall Wetland Consulting, Inc. (formerly B-12 Wetland Consulting, Inc.) dated April 1, 2005.

2. Wetland "A" is an isolated 35,367 square foot scrub-shrub wetland. Vegetation within Wetland A consists mainly of Pacific Willow, red alder, horsetail, soft rush, and sedge. However, only 1,061 square feet of the wetland is located on the project site.

3. Wetland "A" is classified as an important wetland, due to its size (less than 1 acre), presence of two vegetative classes, and the fact that it is not located in a stream corridor.

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 Page 6 of 8
 Exhibit 1

4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
5. Alteration of the wetland occurred approximately in 1922 when the driveway was installed for the home build on the adjacent lot (Tax Parcel 0522049006).
6. A 9,892 square foot environment tract will be established to act as buffer for the wetland located offsite on Tax Parcels 0522049026 and 0522049006

(D) WETLAND "B"

1. The City has reviewed a wetland delineation report prepared by Sewall Wetland Consulting, Inc. (formerly B-12 Wetland Consulting, Inc.) April 1, 2005.
2. Wetland "B" is an isolated 3,275 square foot scrub-shrub wetland. Vegetation within the Wetland B consists mainly of one Pacific Willow, red alder, red-osier dogwood, Japanese knotweed, creeping buttercup, Himalayan blackberry, evergreen blackberry, trailing, blackberry, reed canary grass, and tansy ragwort.
3. Wetland "B" consists mainly of invasive species and the wetland was originally part of Wetland A that was fragmented by the development of the driveway.
4. Wetland "B" is classified as an important wetland, due to its size (less than 1 acre), presence of two vegetative classes, and the fact that it is not located in a stream corridor.
5. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
6. Fragmentation of the wetland occurred as early as 1922 when the existing home was built on the adjacent lot (Tax Parcel 0522049006).
7. A home and barn exist on the subject property that was constructed in 1925 and renovated in 1985.
8. The wetland has historically been used as a pasture for farm animals

(E) WETLAND "C"

1. The City has reviewed a wetland delineation report prepared by Sewall Wetland Consulting, Inc. (formerly B-12 Wetland Consulting, Inc.) dated April 1, 2005.
2. Wetland "C" is the remnant of a wetland that was historically located on the adjacent lots (Tax Parcels: 0246000146 and 0246000145). Vegetation within the Wetland C consists mainly of Pacific willow, Sitka willow, Scouler's willow, red alder, Japanese knotweed, and creeping buttercup. Wetland C consists mainly of invasive species

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 Exhibit 1

3. Wetland "C" is classified as an important wetland, due to its size (less than 1 acre), presence of two vegetative classes, and the fact that it is not located in a stream corridor.
4. Pursuant to DMMC § 18.86.070 "Important" wetlands require a 35 foot buffer measured from the wetland edge.
5. Wetland "C" was originally part of Wetland "A" fragmented by a historic re-grade in order to develop a driveway for the home located on the project site (Tax Parcel 0522049005). According to the King County Assessor's website the home was constructed in 1928.
6. The remaining portion of the wetland is part of a historically filled wetland located on the adjacent site (Tax Parcel 0246000146). According to the King County Assessor's website the home was constructed in 1955.
7. A portion of the wetland located in the proposed SR-509 ROW will be filled during the construction of SR-509.

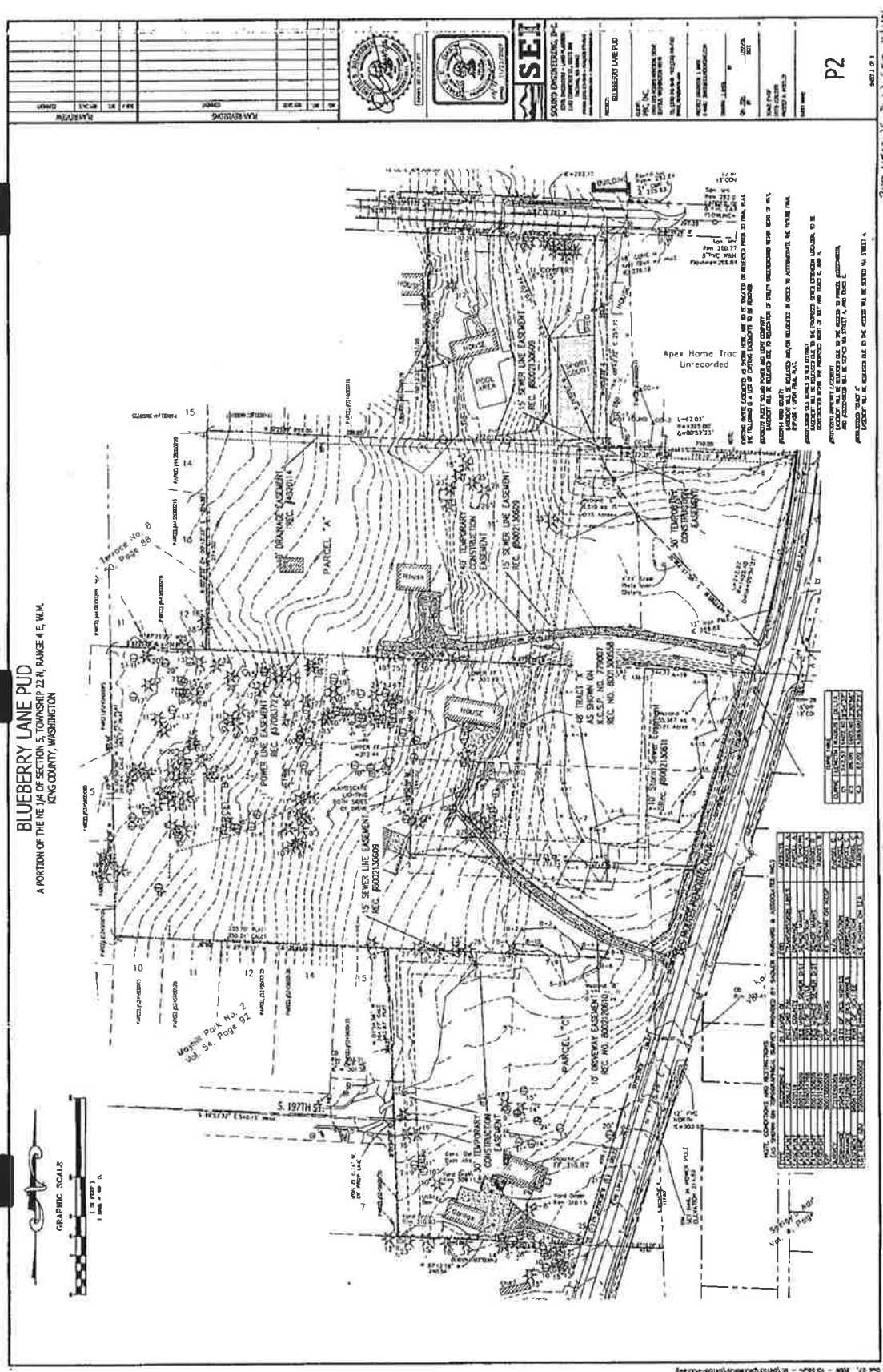
(F) SLOPES

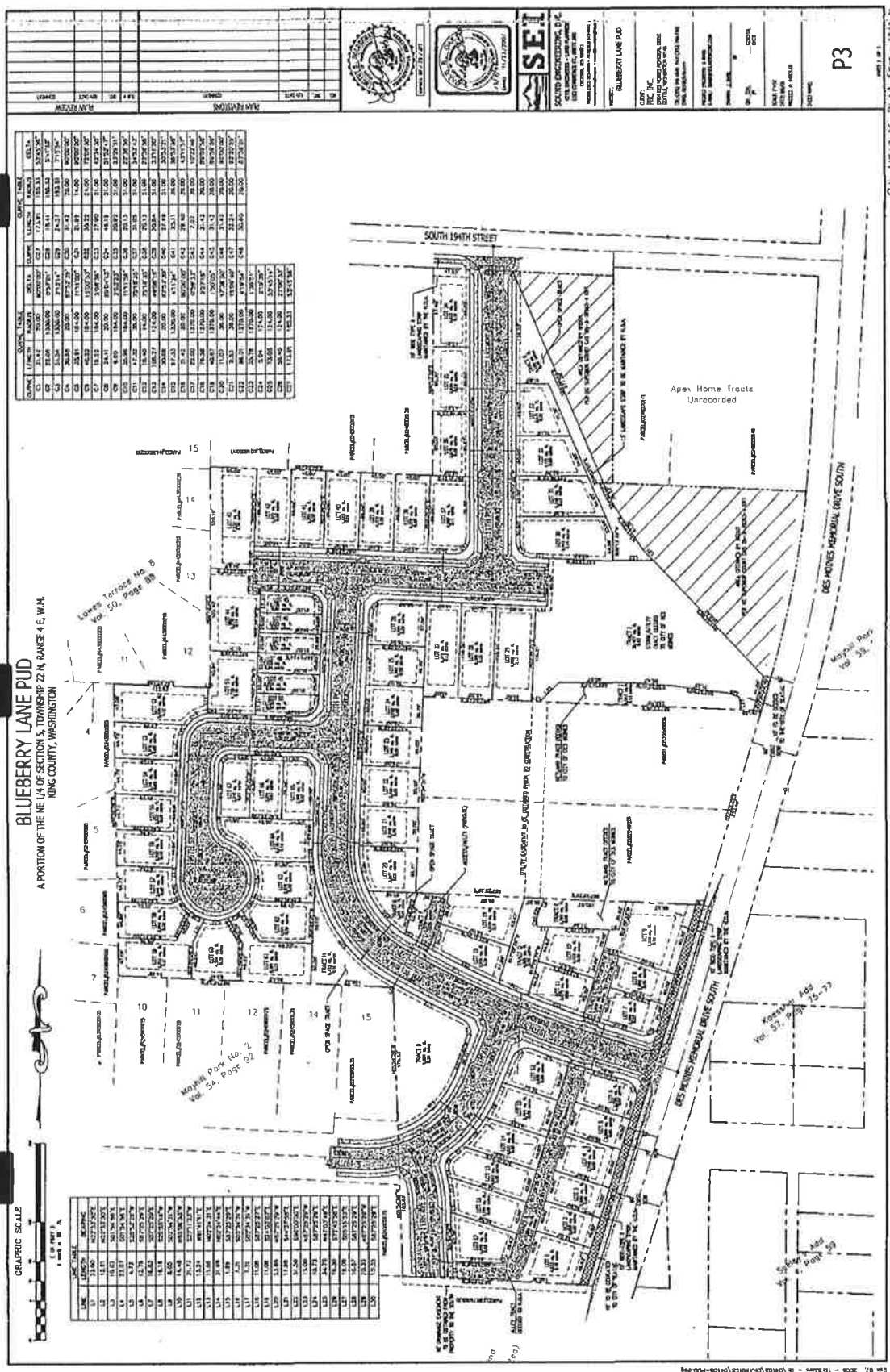
1. The City has reviewed a geotechnical report prepared by GeoReources, LLC dated September 10, 2004.
2. DMMC 18.04.363 defines potential landslide hazard areas as those areas of the city subject to a severe risk of landslide. This site contains the combination of slopes greater than 15 percent; impermeable soils (usually silt and clay) frequently interbedded with granular permeable soils (usually sand and gravel); and springs or ground water seepage.
3. As a prescriptive method to protect these potential landslide hazard areas the City adopted slope disturbance allowances based on the percentage of the slope (DMMC § 18.86.077).
4. Lidar slope analysis reveals that:
 - i. 83.5% of the site has 0-15% slopes.
 - ii. 13% of the site has 15-25% slopes.
 - iii. 3.5% of the site has 25-40% slopes.
 - iv. 0% of the site has slopes greater than 40%.
5. Staff's slope analysis further reveals that 0.83 acres should be left undisturbed in order to comply with the prescriptive slope protection calculation established by DMMC § 18.86.077.
6. The geotechnical report did not classify the area as a landslide hazard due to the favorable soil conditions and the absence of groundwater or springs.

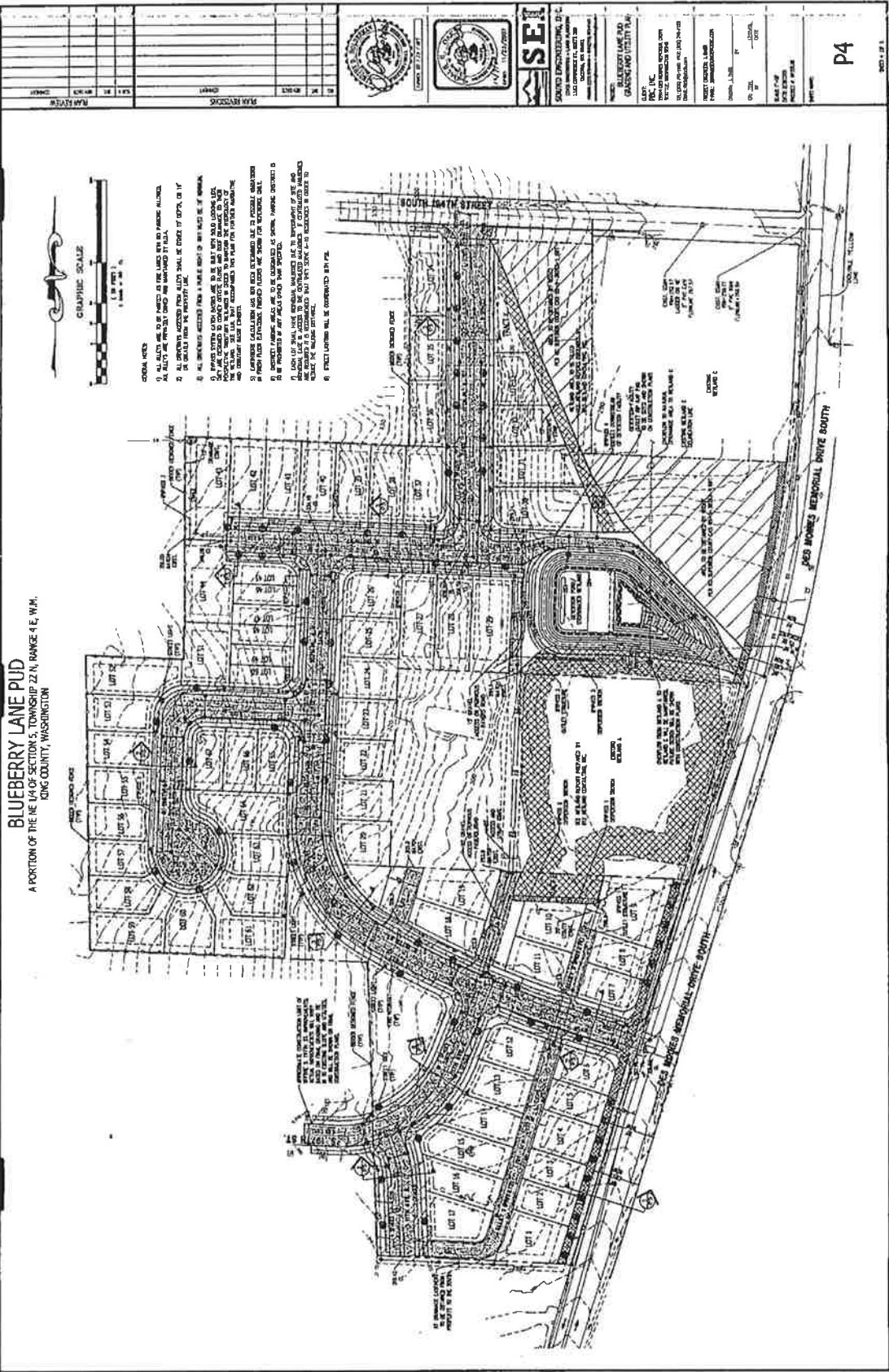
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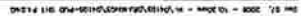
7. The report concluded that the grading will not significantly alter the existing contour of the land and does not pose a significant erosion hazard if an erosion control plan is implemented.
8. The site has been significantly altered by the past development of driveways, homes, barns, and pasture areas.
9. The project site is not considered a landslide hazard; therefore, the slope development exception is approved in order to allow the developer conduct a mass grade of the project site.











RESOLUTION NO. 1246

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON approving the minor deviations to the preliminary Blueberry Lane Planned Unit Development (PUD) Subdivision subject to conditions specified herein.

WHEREAS, the City Council, in a public hearing on December 14, 2006, adopted Resolution No. 1023 thereby approving the Blueberry Lane PUD Subdivision, the environmental documents, and recommendations from the Planning Agency and Administration, and

WHEREAS, Civil Engineering & Surveying NW, on behalf of the Bank of Washington (hereinafter, the Applicant), and the owners of the real property in the City of Des Moines, filed an application for a Minor Deviation from the preliminary Blueberry Lane PUD Subdivision on November 19, 2013, and

WHEREAS, minor deviations to the preliminary plat are allowed in accordance with DMMC 17.16.190(3) and DMMC 17.16.230(2), and

WHEREAS, pursuant to DMMC 17.16.190(3), if consistency with the minor deviation criteria is not clear, the Planning, Building and Public Works Director or planning official shall request a determination from the City Council, and

WHEREAS, consideration of the minor deviation by City Council is a Type IV Land Use Action that is appealable to the Superior Court of King County, Washington as set forth in DMMC 18.94.300, and

WHEREAS, notice of the public meeting was provided to the Seattle Times on December 2, 2013 and a 15-day public comment period was provided, and

WHEREAS, the public meeting notice was mailed to residents and property owners within 300 feet of the property and a public information sign was posted at the site, and

WHEREAS, the Des Moines Planning, Building and Public Works staff reviewed the minor deviation request for the preliminary Blueberry Lane PUD Subdivision and provided comments and recommendations as set out in the Findings of Facts; now therefore,

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

Sec. 1. Findings of Fact. The Findings of Facts set forth in Exhibit 1, attached hereto and incorporated by this reference, are adopted in full by the City Council in support of its decision to approve the minor deviations to the Blueberry Lane project subject to specific conditions.

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Page 2 of 4

Sec. 2. Minor deviation decision criteria. The criteria used in making the decision to approve the minor deviation presented by the Applicant are those required by DMMC 17.16.230(2). The City Council finds that the Blueberry Lane request for minor deviations are in compliance with the required criteria, as set forth in the Findings of Fact in Exhibit 1, adopted above.

Sec 3. Approved Deviations. Consistent with the provisions of DMMC 17.16.230(2) the following deviations to the preliminary Blueberry Lane PUD Subdivision are approved:

Subdivision Layout and Design Deviations (Chapter 17.36 DMMC)

(1) The overall number of lots has been reduced from 67 lots to 62 lots, and

(2) The alleys have been removed and affected lots have been reoriented along a realigned 11th Avenue South, and

(3) The townhome units have been removed, and

(4) The pedestrian path has been modified to shift the southern connection from Des Moines Memorial Drive to 11th Avenue South, and

(5) The residential design deviates from the following design guidelines stipulated in the SEPA Environmental Mitigation Agreement:

(a) Criteria 2.a. All front loaded garages shall be offset a minimum of 10 feet from the front of the building façade or 7 feet from the back of the porch;

(b) Criteria 2.e. Single family residential structures on interior lots will have windows that do not directly face the windows on the single family residential structure located on the adjacent lot;

(c) Criteria 2.g. All porches and stoops must have a permanent walkway which connects to the back of the public sidewalk, and

(6) The stormwater detention facility design has been revised from a one (1) pond tract (Tract J) to two (2) pond tracts (Tract C and Tract J) to better mitigate the stormwater

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flow and volume as it is released to offsite wetlands and better mimic pre-developed conditions, and

(7) The internal roadway network has been revised to provide a better transportation design with the re-designed connection to 197th, removal of an interim dead end at the south end of 11th Ave South, removal of some on-street parking, and removal of alleys.

Sec. 4. Approval subject to conditions. The minor deviations to the preliminary Blueberry Lane PUD Subdivision are approved subject to the following conditions and modifications:

(1) Except where otherwise stated herein, the Applicant shall comply with the conditions of preliminary plat approval established through Resolution No. 1023 adopted on December 14, 2006.

(2) A revised hydrology model for the revised stormwater detention pond is necessary to determine whether the area provided in Tract C is sufficient to meet the required flow control standard while maintaining the water elevation of Wetland A without the wetland being a closed depression.

(3) The Applicant shall make modification to the approved civil plans as determined necessary by the Planning, Building, and Public Works Director.

Sec. 5. Compliance with other law. Nothing in this Resolution shall be construed as excusing the Applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

Sec. 6. Resolution attached to approval documents. A certified copy of this Resolution, along with the herein referenced Findings of Facts and preliminary plat, shall be attached to and become a part of the evidence of the approval of said preliminary Planned Unit Development subdivision to be delivered to the Applicant.

Sec. 7. Distribution of Resolution following Council action. Certified or conformed copies of this Resolution shall be delivered to the following:

(1) City of Des Moines Planning, Building and Public Works Department;

(2) South King Fire and Rescue; and

Resolution No. 1246

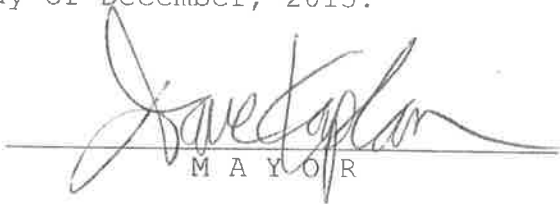
Page 4 of 4

(3) City Clerk of the City of Des Moines.

Sec 8. Distribution of resolution by Planning, Building and Public Works Director. Within five days following adoption of this Resolution, the planning official shall distribute the Resolution to the Applicant, and to each person who submitted timely written or oral testimony to the City Council for inclusion in the record.

Sec. 9. Reconsideration. A request to reconsider this decision of the City Council may be made by the Applicant, or by any person who submitted timely written or oral testimony to the City Council for inclusion in the record. The request for reconsideration, in the form of a letter, shall be delivered to the Planning, Building, and Public Works Department within 10 days following the date of adoption of this Resolution. The request shall contain a clear reference to the preliminary subdivision to be reconsidered and a statement of the specific factual findings or conclusions of the City Council disputed by the person filing the request for reconsideration. The City Council shall reconsider a decision if the Council finds that an error of fact, law, or procedure that is more likely than not to affect the outcome of the decision has been made; or if the person requesting reconsideration is seeking to enter previously unavailable information that is more likely than not to effect the outcome of the decision. The request for reconsideration shall be processed in conformance with City Council Rules of Procedure, chapter 4.12 DMMC.

ADOPTED BY the City Council of the City of Des Moines, Washington this 19th day of December, 2013 and signed in authentication thereof this 19th day of December, 2013.


MAYOR

APPROVED AS TO FORM:


Assistant City Attorney

ATTEST:


City Clerk

FINDINGS OF FACTS AND CONCLUSIONS**RESOLUTION NO. 1246, EXHIBIT 1****December 19, 2013****FINDINGS OF FACT**

The Des Moines City Council, upon review of an application requesting minor deviations for the Blueberry Lane Preliminary Planned Unit Development (PUD) Subdivision and in consideration of the record presented to the City Council in the City Council Agenda, including but not limited to the Draft Resolution No. 13-272 (Attachment 1), the Preliminary Blueberry Lane PUD Subdivision (Attachment 2), the Environmental Mitigation Agreement (Attachment 3), Minor Deviation Request Submittal (Attachment 4), Surface Water Management Review Comments (Attachment 5), are referenced and incorporated hereto as though fully set out, the files and records of the City and information communicated to the Council during the public meeting held on December 19, 2013 hereby finds:

(1) On November 19, 2013, the City received a request for Minor Deviations (Attachment 4) from the approved preliminary plat of the Blueberry Lane PUD Subdivision.

(2) The Minor Deviation request is being requested pursuant to DMMC 17.16.190(3) and DMMC 17.16.230(2)

(3) The Applicant is seeking a minor deviation to the approved preliminary PUD under Des Moines Municipal Code 17.16.320(2). The proposed site plan associated with the deviation request complies, or will comply, with all provisions in the Agreement, with the exception of three design standards cited in section 2 of the Agreement.

(4) The application packet (Attachment 4) includes a project narrative describing the proposed deviations and how the Applicant feels the proposed deviations meet the criteria stipulated in DMMC 17.60.230(2). The Applicant states that the deviations are intended to improve the engineering design and affordability of the development, while still retaining the fundamental components of the PUD as summarized below:

(a) Reduce the number of proposed lots from 67 lots to 62 lots to reduce the road length and total impervious surface area by approximately two-thirds of an acre;

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(b) Eliminate alley-load units and townhome units to provide a more cohesive design theme and reduce inefficiencies associated with building only three townhomes;

(c) Deviate from the following design criteria 2.a., 2.e., and 2.g. as stipulated in the SEPA Environmental Mitigation Agreement:

(i) Criteria 2.a. All front loaded garages shall be offset a minimum of 10 feet from the front of the building façade or 7 feet from the back of the porch. The Applicant has proposed a site plan that will have a front setback of 10 feet, a side setback of 5 feet, and a garage setback of 20 feet. This is consistent with the setbacks required in the original PUD approval.

(ii) Criteria 2.e. Single family residential structures on interior lots will have windows that do not directly face the windows on the single family residential structure located on the adjacent lot. The Applicant has proposed that windows on interior lots will offset from windows on structures located on the adjacent lot to the maximum extent practicable.

(iii) Criteria 2.g. All porches and stoops must have a permanent walkway which connects to the back of the public sidewalk. The Applicant has proposed that it will comply with the intent of this condition by ensuring that all porches and stoops will have a permanent connection to the sidewalk, via a driveway or other walkway.

(d) Revise the stormwater design from a one (1) pond tract (Tract J) to two (2) pond tracts (Tract C and Tract J) to better mitigate the stormwater flow and volume as it is released to offsite wetlands and better mimic pre-developed conditions;

(e) Revise internal roadways and eliminate alleys to improve internal circulation and pedestrian access. This includes realignment of reducing the pedestrian path from 1,600 feet to 1,460 feet; adjusting the alignment of 11th Place S and modifications to the intersections at South 195th Street and 11th Place South and at South 197th Street and 11th Avenue South.

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 Exhibit 1

(f) Increase the size of the open space and stormwater/utility tracts. This includes redesigning the storm/utility Tract J into two tracts as described under item 3.

(5) The City Council approved the preliminary Blueberry Lane Planned Unit Development ("PUD") subdivision ("Project") on December 14, 2006 via Resolution No. 1023, subject to certain conditions. The review and approval process included review under the State Environmental Policy Act (SEPA), which resulted in a Mitigated Determination of Nonsignificance ("MDNS") for the Project issued July 20, 2006.

(6) In addition to the MDNS, the City and developer entered into an Environmental Mitigation Agreement ("Agreement") pursuant to chapter 43.21 RCW and Title 16 of Des Moines Municipal Code to provide for mitigation of impacts associated with the proposal. The Agreement was executed on July 20, 2006 and included as a condition of the PUD approval. See Condition 2 of Resolution No. 1023.

(7) Based on a preliminary review of the documents submitted and proposed deviations to the PUD the administration offers the following comments:

(a) Removing the townhome element seems reasonable provided the Applicant can demonstrate a diversity of housing price points comparable to townhomes.

(b) Although the alleys were identified as a design element to de-emphasize the visual impact of the automobile and garages for small lot development, their removal allows nine lots that front Des Moines Memorial Drive to be reoriented and better integrated into the development along a realigned 11th Avenue South.

(c) The pedestrian path deviations may not meet the initial intent to provide a connection from South 194th Street through the neighborhood to Des Moines Memorial Drive given the location of the SR 509 right of way. As currently shown on the proposed revised plans, the pedestrian path dead ends on 11th Avenue South and does not extend the full length of

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the roadway to the west. Staff recommends that the pedestrian path be maintained as initially approved.

(d) Proposed design deviations do not appear to meet the intent of the conditions of approval for the PUD which were stipulated through the SEPA Environmental Mitigation Agreement that are intended to result in a more desirable and aesthetic development and to de-emphasize the automobile and establish a streetscape that is more human scale by putting street facing garages back behind the front porch.

(e) Comments and clarifications related to how the requested deviations might impact the stormwater system design are highlighted below:

(i) Staff concurs that the design deviation will reduce the pond outflow through the reduction of impervious surface (by two-thirds of an acre).

(ii) The proposed design deviation indicates two separate detention facilities with one facility discharging to Wetland A and the other facility discharging to Wetland C. This design assumes that Wetland A is a closed depression (no outlet or correlation to Wetland C) and therefore the detention facility discharging to Wetland A would be subject to higher flow control standard (Level 3). Without reviewing a revised hydrology model, it is uncertain whether the area provided in Tract C, as shown on the revised plat map, is sufficient to provide a larger facility for the higher flow control standard. In addition, further evaluation would be necessary to determine the feasibility of an overflow from Wetland A to the adjacent detention facility in Tract J, thereby maintaining the water elevation of the wetland without the wetland being a closed depression.

(f) The proposed revisions to roadway network appear to provide a better transportation product with the re-designed connection to 197th and the lack of an interim dead end at the south end of 11th Ave South.

(g) South King Fire and Rescue commented that the proposed lot configuration may require sprinklers in some

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residences where dead end streets are longer than 100 feet without a turnaround such as a cul-de-sac.

(8) Except where otherwise stated herein, the proposed plat is consistent with the applicable provisions of the Comprehensive Plan, Zoning Code, and other City policies and regulations that were in place at the time of preliminary plat approval.

(9) The developer has submitted the requisite application materials for a minor deviation from the preliminary plat utilizing the provisions of a PUD subdivision codified in chapter 17.16 and 18.52 of the Des Moines Municipal Code.

(10) The application requests the following deviations as a means to improve the engineering design and affordability, while still retaining the fundamental components of the PUD. The requested deviations are outlined in Exhibit 2 and summarized below:

(a) Reduce the number of proposed lots from 67 lots to 62 lots to reduce the road length and total impervious surface area by approximately two-thirds of an acre; and

(b) Eliminate alley-load units and townhome units to provide a more cohesive design theme and reduce inefficiencies associated with building only three townhomes; and

(c) Revise the pedestrian path; and

(d) Deviate from the design criteria 2.a., 2.e., and 2.g. established in the SEPA Environmental Mitigation Agreement; and

(e) Revise the stormwater design from a one (1) pond tract to two (2) pond tracts to better mitigate the increased stormwater flow and volume as it is released to offsite wetlands; and

(f) Revise the internal roadway network to eliminate the alleys and improve the internal circulation and

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pedestrian access. This includes realignment of reducing the pedestrian path from 1,600 feet to 1,460 feet; adjusting the alignment of 11th Place South and modifications to the intersections at South 195th Street and 11th Place South and at South 197th Street and 11th Avenue South; and

(g) Increase the size of the open space and stormwater/utility tracts. This includes redesigning the storm/utility Tract J into two tracts.

(11) The zoning for the property is B-P Business Park; however, under State vesting laws the subdivision would vest under the RS-7200 zone provided that all civil improvements are completed and the final plat is recorded in accordance with RCW 58.17.140.

(12) PUD's are authorized in all single family residential zoned areas.

(13) The Des Moines Planning, Building, and Public Works Department provided a notice of public meeting on December 2, 2013 and provided a 15-day public comment period from December 2, 2013 to December 17, 2013. The notice of public meeting was mailed to residents and property owners within 300 feet of the property and a public information sign was posted at the site in accordance with DMMC 16.04.160(1).

CONCLUSIONS

The Des Moines City Council approves the Applicant's request for minor deviations to the Blueberry Land PUD based on the Findings of Fact set out above and incorporated herein by this reference:

(1) Proposed deviations from the approved preliminary PUD are consistent with the intent of chapters 17.16 and 18.52 DMMC and maintain adequate provisions for drainage ways, rights-of-way, sidewalks, easements, water supplies, sanitary waste, fire protection, power service, parks, playgrounds and schools.

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(2) The proposed plat design will serve the public use and interest and is consistent with the public health, safety, and welfare.

(3) Pedestrian amenities in the PUD are maintained.

(4) The evidence submitted by Richmond Homes at the December 19, 2013 public meeting demonstrated that compliance with Sections 2.a, 2.e., and 2.g of the Agreement is not feasible, and that the proposed site plan will incorporate standards that are equivalent or superior to the design standards required by Sections 2.a, 2.e, and 2.g of the Agreement.

(5) Accordingly, the City Council concludes that, in addition to approving the request for a minor deviation, it is also appropriate to waive the requirement to comply with Sections 2.a, 2.e, and 2.g of the Agreement, subject to Richmond's commitment to ensuring an equivalent or superior design as described in Findings 1.5 - 1.7.

(6) SEPA review was completed for the Blueberry Lane PUD on July 20, 2006. The proposed alterations to the site plan constitute a minor deviation to the approved preliminary PUD, and they do not pose substantial new impacts. Similarly, waiver of the three design standards described above will not result in new or different environmental impacts. In fact, the environmental impacts of the approved preliminary PUD and the proposed site plan are substantially similar. Accordingly, the City may rely on its existing SEPA review; it need not require a new SEPA checklist or issue a new threshold determination. Pursuant to WAC 197-11-600, it will use the existing environmental documents unchanged for this proposal.

(7) In reaching its decision, the City Council considered the entire record, including the MDNS, the Agreement, and the submittals and argument of the Applicant.

(8) The SEPA determination of the responsible official is entitled to substantial weight. RCW 43.21C.057(3); WAC 197-11-680(3).

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(9) Modifications to the infrastructure design improve the engineering design and affordability of the development, while still retaining the fundamental components of the PUD.

(10) A revised hydrology model for the revised stormwater detention pond is necessary to determine whether the area provided in Tract C is sufficient to meet the required flow control standard while maintaining the water elevation of Wetland A without the wetland being a closed depression.

BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP., 22 N., RGE. 04 E., WM.
CITY OF DES MOINES, KING COUNTY, WASHINGTON

VOL/PG

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION OF SAID LAND, AND DO HEREBY DEDICATE TO THE CITY OF DES MOINES FOR PERMANENT USE ALL STREETS, AVENUES AND ALLEYS NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC STREET PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE OR GRANT TO THE CITY OF DES MOINES THE USE OF ALL PUBLIC EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDED BUT NOT LIMITED TO UTILITIES, ROADS, AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF DES MOINES, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM NEGLIGENCE BY THE CITY OF DES MOINES.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF DES MOINES, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR THE ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION, PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF DES MOINES, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF DES MOINES, ITS SUCCESSORS OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

SIGNATURE _____
PRINT NAME JOHN R. SKOCHDOPOLE
TITLE VICE PRESIDENT OF LAND DEVELOPMENT
RICHMOND AMERICAN HOMES OF WASHINGTON, INC.,
A COLORADO CORPORATION

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF KING)SS
)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN R. SKOCHDOPOLE SIGNED THIS DEDICATION AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF LAND DEVELOPMENT OF RICHMOND AMERICAN HOMES OF WASHINGTON, INC., A COLORADO CORPORATION, TO BE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____
SIGNATURE OF _____
NOTARY PUBLIC
PRINTED NAME _____
TITLE _____
MY APPOINTMENT EXPIRES _____

SHEET INDEX

SHEET 1 - DEDICATION, ACKNOWLEDGEMENTS, APPROVALS, EASEMENT PROVISIONS, CERTIFICATES
SHEET 2 - LEGAL DESCRIPTION, GENERAL NOTES
SHEET 3 - SECTION/BOUNDARY
SHEET 4 - EXISTING EASEMENTS, TITLE EXCEPTIONS
SHEET 5 - PROPOSED EASEMENTS
SHEET 6 - SURVEY MAP, SURVEY NOTES, BASIS OF BEARINGS
SHEET 7 - SURVEY MAP
SHEET 8 - SURVEY MAP
SHEET 9 - LINE AND CURVE TABLES, ADDRESSES

CITY OF DES MOINES
LUA2014-0003

C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 BUS: (253) 848-4282
PUYALLUP, WA 98372 FAX: (253) 848-4278

APPROVALS

PLANNING, BUILDING, PUBLIC WORKS

ALL REQUIRED SEWAGE DISPOSAL, WATER SUPPLY AND OTHER PUBLIC IMPROVEMENTS HAVE BEEN INSTALLED, INSPECTED AND ACCEPTED, OR PERFORMANCE SECURITY HAS BEEN DEPOSITED WITH THE CITY OF DES MOINES.

THIS ____ DAY OF _____, 20____

PLANNING, BUILDING, PUBLIC WORKS DIRECTOR

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS ____ DAY OF _____, 20____

KING COUNTY ASSESSOR

DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER _____

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL THIS ____ DAY OF _____, 20____

MANAGER, FINANCE DIVISION

DEPUTY

UTILITY EASEMENT PROVISION

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF DES MOINES, PUGET SOUND ENERGY, CENTURY LINK, COMCAST CABLE, HIGHLINE WATER DISTRICT AND OTHER NECESSARY UTILITIES, AUTHORIZED TO OPERATE BY THE CITY OF DES MOINES WITHIN ITS CORPORATE LIMITS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ACROSS, OVER, UNDER AND UPON THE EXTERIOR 5 OR 10 FEET (AS NOTED ON SHEET 5 OF 9) OF ALL LOTS AND TRACTS HEREON, PARALLEL WITH AND ADJOINING THE RIGHT OF WAYS HEREON, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION, AND OTHER PROPERTY, WITH UTILITIES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED, NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR TELEPHONE USE, CABLE TELEVISION, FIRE OF POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO BUILDING.

MIDWAY SEWER DISTRICT EASEMENT PROVISION

AN EASEMENT IS HEREBY GRANTED TO MIDWAY SEWER DISTRICT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FOR SEWER LINES ACROSS, OVER, UNDER AND UPON THE AREAS SPECIFIED AS EASEMENTS C, G, H AND I ON SHEET 5 OF 9. MIDWAY SEWER DISTRICT SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OF PROCEEDING AT LAW AT TIMES AS MAY BE NECESSARY, TO ENTER UPON SAID PRIVATE PROPERTY FOR THE PURPOSE OF CONSTRUCTING, REPAIRING, ALTERING OR RECONSTRUCTING SAID SEWER, OR MAKING ANY CONNECTIONS THEREWITH, WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE; PROVIDED THAT SUCH CONSTRUCTING, REPAIRING, ALTERING OR RECONSTRUCTING OF SAID SEWER MAIN SHALL BE ACCOMPLISHED IN SUCH A MANNER THAT PRIVATE IMPROVEMENTS EXISTING WITHIN SAID EASEMENTS C AND P SHALL NOT BE DISTURBED OR DESTROYED, OR IN THE EVENT THEY ARE DISTURBED OR DESTROYED, THEY WILL BE REPLACED IN AS GOOD A CONDITION AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY MIDWAY SEWER DISTRICT. THIS EASEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF ALL PARTIES INVOLVED

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF BLUEBERRY LANE PUD IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 05, TOWNSHIP 22 NORTH, RANGE 04 EAST, WM., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.



EDWARD T. BARNARD
CERTIFICATE NO. 48745
CES NW, INC.
310 29TH STREET NE, STE 101
PUYALLUP, WA 98372
PHONE: 253-848-4278

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY COUNCIL THIS ____ DAY OF _____, 20____, AT _____ MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____ RECORDS OF KING COUNTY, WASHINGTON.
DIVISION OF RECORDS AND ELECTIONS

MANAGER

SUPERINTENDENT OF RECORDS

RECORDING NO. _____

PORTION OF THE NW, NE, SW AND SE QUARTERS OF THE NE QUARTER, SECTION 05, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON.

JOB NO 13094

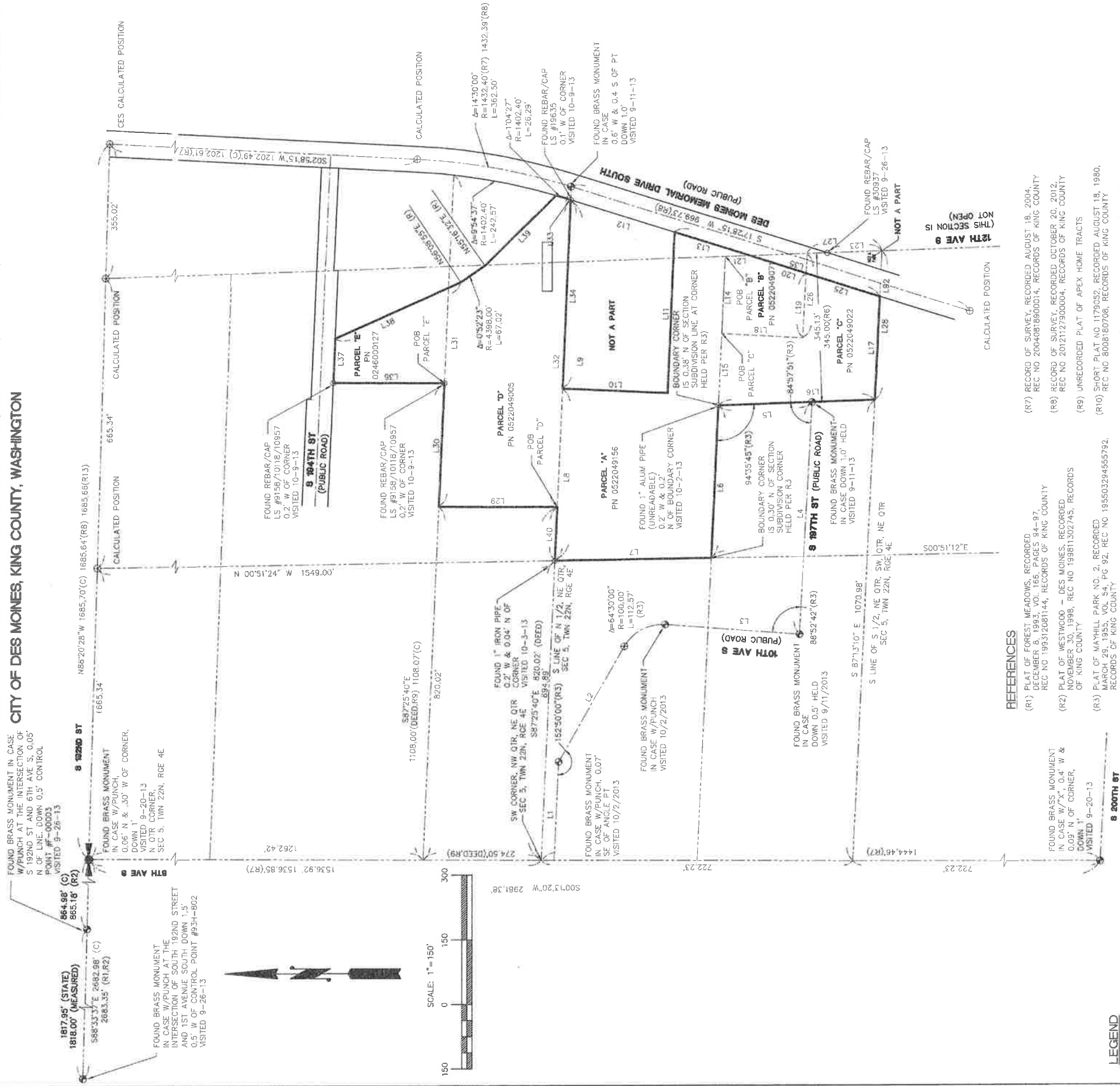
SHEET 1 OF 9

VOL/PG

BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP., 22 N., RGE. 04 E., W.M. CITY OF DES MOINES, KING COUNTY, WASHINGTON

VOL/PG



LEGEND

- FOUND MONUMENT AS NOTED
- CALCULATED MONUMENT POSITION
- FOUND REBAR/CAP, ALUMINUM PIPE AS NOTED
- CALCULATED DIMENSION
- MEASURED DIMENSION

REFERENCES

- (R1) PLAT OF FOREST MEADOWS, RECORDED DECEMBER 8, 1993, VOL. 166, PAGES 94-97. REC NO 199312081144, RECORDS OF KING COUNTY
- (R2) PLAT OF WESTWOOD - DES MOINES, RECORDED NOVEMBER 30, 1998, REC NO 199811302145, RECORDS OF KING COUNTY
- (R3) PLAT OF MAYHILL PARK NO. 2, RECORDED MARCH 29, 1955, VOL 54, PG 92. REC NO 195503294555792, RECORDS OF KING COUNTY
- (R4) SHORT PLAT NO. 779007, RECORDED JANUARY 30, 1980, REC NO 8001300556, RECORDS OF KING COUNTY
- (R5) LOT LINE ADJUSTMENT, RECORDED MARCH 9, 2000, REC NO 2000030900003, RECORDS OF KING COUNTY
- (R6) RECORD OF SURVEY, RECORDED NOVEMBER 24, 1975, REC NO 7511240384, RECORDS OF KING COUNTY
- (R7) RECORD OF SURVEY, RECORDED AUGUST 18, 2004, REC NO 2004081800014, RECORDS OF KING COUNTY
- (R8) RECORD OF SURVEY, RECORDED OCTOBER 20, 2012, REC NO 2012127900004, RECORDS OF KING COUNTY
- (R9) UNRECORDED PLAT OF APEX HOME TRACTS
- (R10) SHORT PLAT NO. 1179052, RECORDED AUGUST 18, 1980, REC NO 8008180708, RECORDS OF KING COUNTY
- (R11) PLAT OF LOWE'S TERRACE NO. 8, RECORDED FEBRUARY 27, 1953, VOL 50, PAGE 88, REC NO 4319161, RECORDS OF KING COUNTY
- (R12) STATE OF WASHINGTON SUPERIOR COURT CAUSE NO 05-2-39263-1KNT FILED OCTOBER 30, 2006
- (R13) RECORD OF SURVEY FOR WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, RECORDED OCTOBER 5, 2004, REC NO 20041005900004, RECORDS OF KING COUNTY



C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING

310 29th St. N.E. Suite 101 BUS: (253) 848-4282
POTLUP, WA 98372 FAX: (253) 848-4278

CITY OF DES MOINES
LUA2014-0003

RECORDING NO.

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JOB NO 13094

SHEET 3 OF 9

VOL/PG

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VOL/PG

BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP., 22 N., RGE. 04 E., WM.
CITY OF DES MOINES, KING COUNTY, WASHINGTON



SEE SHEET 7 FOR CONTINUATION

LEGEND

- SET CITY OF DES MOINES STANDARD MONUMENT
- SET 1/2" REBAR AND CAP STAMPED "LS 48745"
- FOUND REBAR/CAP, ALUMINUM PIPE AS NOTED ON SHEET 3.

NOTE

SEE SHEET 5 FOR PROPOSED EASEMENT DESCRIPTIONS

SURVEY NOTES

- THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT", CHAPTER 58.09 RCW AND 332-130 WAC.
- EQUIPMENT USED: TRIMBLE 5600 TOTAL STATION
- METHOD AND DATE OF MONUMENT LOCATION: FIELD TRAVERSE IN OCTOBER OF 2013 MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-080
- HORIZONTAL DATUM: WASHINGTON STATE PLANE COORDINATE ZONE - NORTH ZONE - NAD 83/91.
- CHICAGO TITLE COMPANY'S COMMITMENT ORDER NO. 1370592, DATED AUGUST 21, 2013 WAS RELIED UPON IN THE PREPARATION OF THIS PLAT.
- ALL LOT CORNERS AND ANGLE POINTS ARE TO BE MONUMENTED WITH A 1/2" REBAR AND CAP STAMPED "LS 48745", WITH A 2" X 2" WHITE LOT BOARD SET NEAR BY AS A REFERENCE MARKER UNLESS NOTED OTHERWISE PRIOR TO THE RECORDING OF THIS PLAT.

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CITY OF DES MOINES
LUA2014-0003

JOB NO 13094

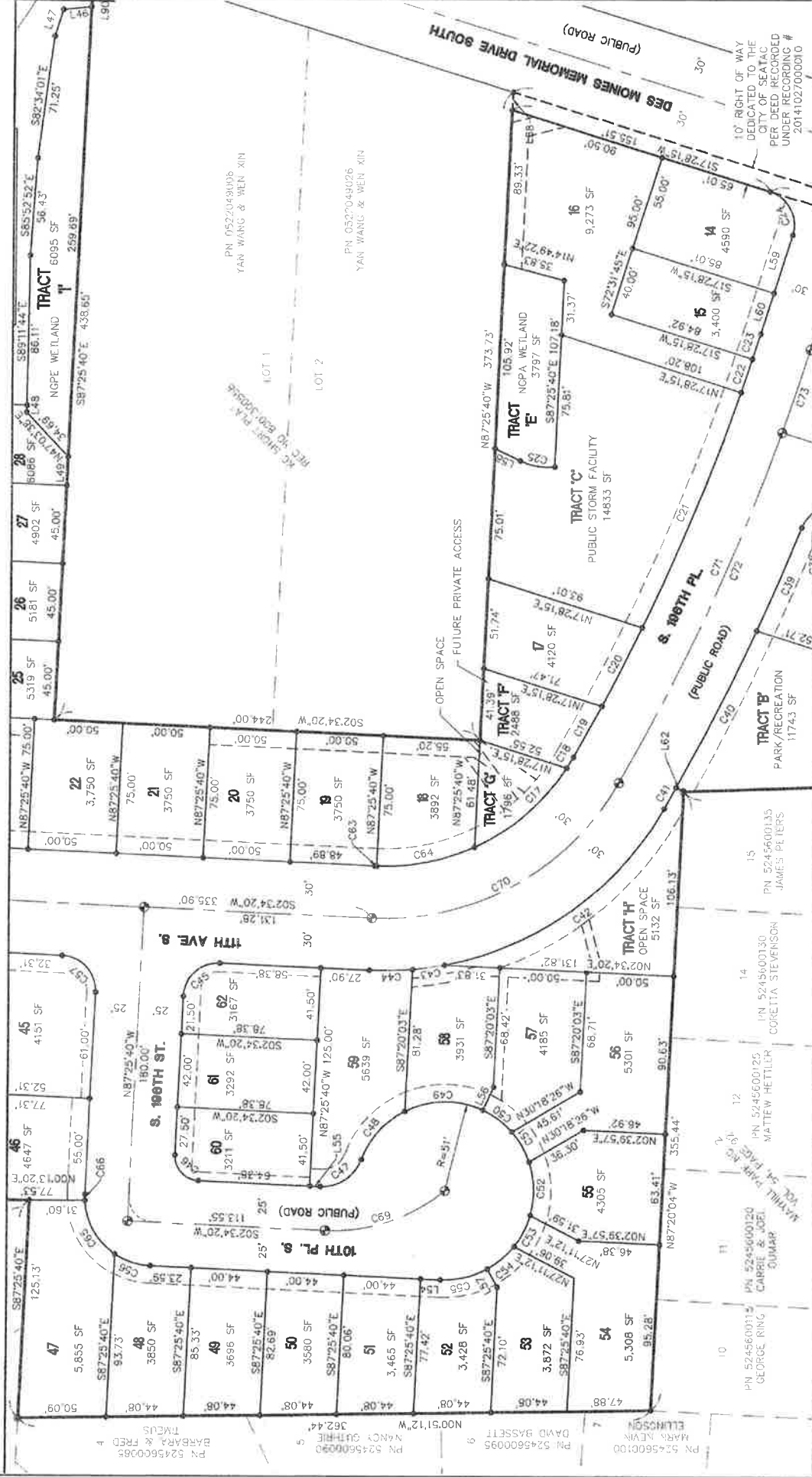
SHEET 6 OF 9

BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP., 22 N., RGE. 04 E., W.M.
CITY OF DES MOINES, KING COUNTY, WASHINGTON

VOL/PG

SEE SHEET 6 FOR CONTINUATION



SEE SHEET 8 FOR CONTINUATION

- LEGEND
- SET CITY OF DES MOINES STANDARD MONUMENT
 - SET 1/2" REBAR AND CAP STAMPED "LS 48745"
 - FOUND REBAR/CAP, ALUMINUM PIPE AS NOTED ON SHEET 3.

NOTE
SEE SHEET 5 FOR PROPOSED EASEMENT DESCRIPTIONS



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WASHINGTON.

JOB NO 18094

SHEET 7 OF 9

CITY OF DES MOINES
LUA2014-0003

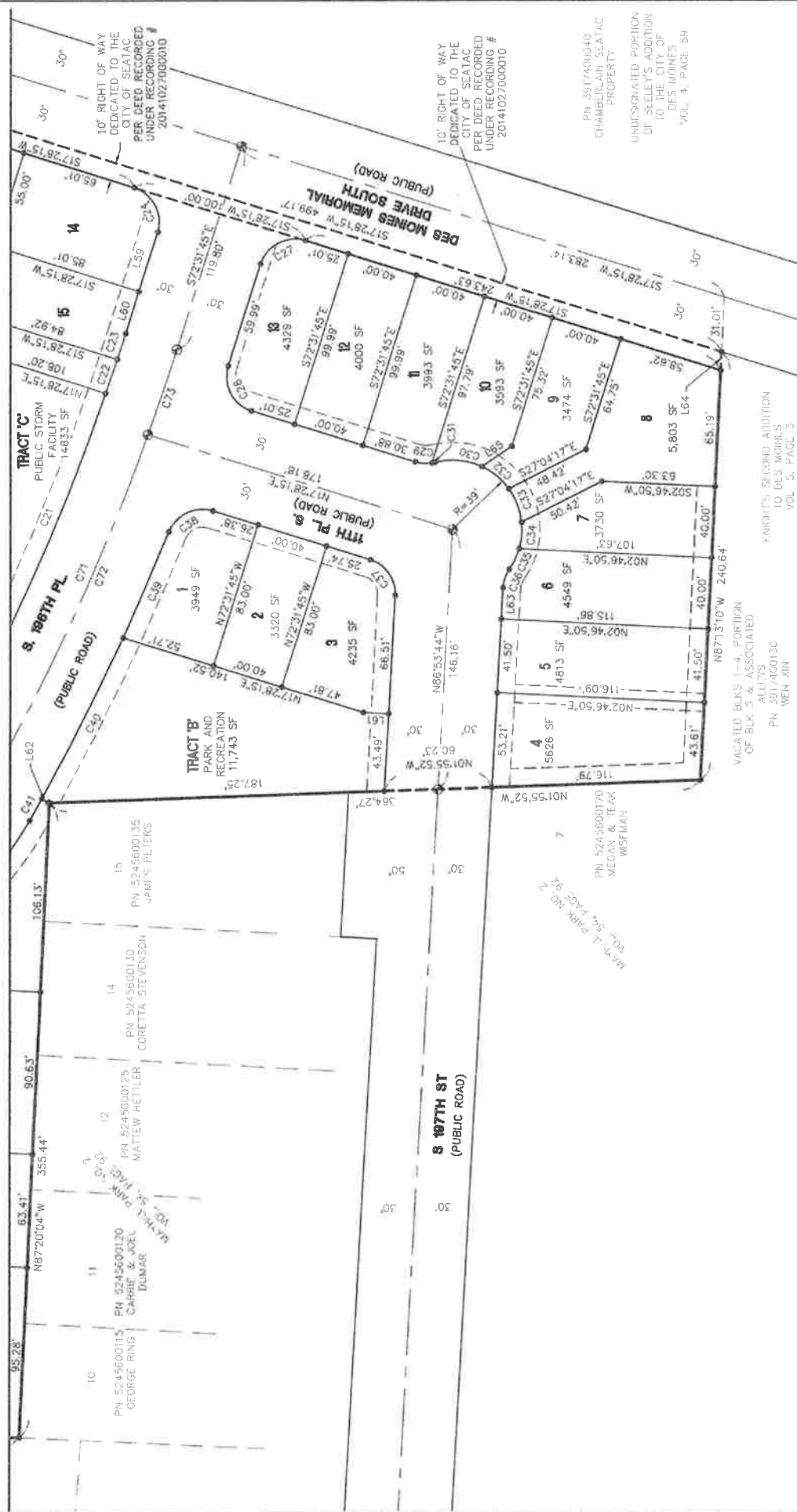
VOL/PG

BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP. 22 N., RGE. 04 E., WM.
CITY OF DES MOINES, KING COUNTY, WASHINGTON

94/70A

SEE SHEET 7 FOR CONTINUATION

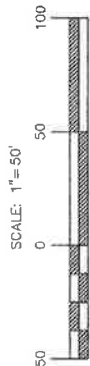


LEGEND

- SET CITY OF DES MOINES STANDARD MONUMENT
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NOTE

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WASHINGTON.

LUA2014-0003

LUA2014-0003

JOB NO 13094

SHEET 8 OF 9

BLUEBERRY LANE PUD

A PORTION OF THE NW 1/4, NE 1/4, SW 1/4 AND SE 1/4 OF THE NE 1/4 OF SEC. 05, TWP. 22 N., RGE. 04 E., W.M.
CITY OF DES MOINES, KING COUNTY, WASHINGTON

LINE AND CURVE TABLES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°26'25"E	227.96' 228.32' (R3)
L2	S80°16'25"E	507.87' (R1)
L3	S04°13'53"W	312.06' (M) 312.00' (R3)
L4	S86°53'43"E	540.69' (M,R3)
L5	N01°55'52"W	217.37' (R3)
L6	S87°20'04"E	355.44' 355.70' (R3)
L7	N00°51'12"W	362.44' 362.73' (R3,R4)
L8	S87°25'40"E	400.96' 401.00' (R4)
L9	S87°25'40"E	839.60' 839.49' (R4)
L10	S02°34'20"W	244.00' (R4,R7)
L11	S87°25'40"W	373.73' (R4,R7)
L12	S17°28'15"W	232.48' (R4,R7)
L13	S17°28'15"W	182.08' 151.42' (R4)
L14	S87°19'21"E	179.18' (R5)
L15	S87°19'21"E	167.11' 167.45' (R5)
L16	N01°55'52"W	364.27' 363.87' (R3) 364.05' (R5) 362.93' (R6)
L17	N87°13'10"W	240.64' 239.88' (R5) 240.54' (R6)
L18	S03°06'32"W	187.77' (R5)
L19	S86°53'28"E	150.21' 150.00' (R5)
L20	N17°28'15"E	136.87' 137.45' (R5)
L21	N01°55'08"W	56.74' 56.11' (R4) 56.10' (R5) 56.14' (R6)
L22	N87°13'10"W	43.60' 43.49' (R6)
L23	N01°55'08"W	127.03' 126.81' (R5) 126.84' (R6)
L24	N17°28'15"E	130.69' 130.78' (R6)
L25	N17°28'15"E	180.22' 179.64' (R5)
L26	S86°53'28"E	195.22' 195.78' (R5)
L27	N01°55'08"W	174.66' 173.95' (R5)
L28	N87°13'10"W	346.27' 345.41' (R6)
L29	N001°3'20"E	274.50' (DEED)
L30	N87°25'40"W	772.01'
L31	N87°25'40"W	288.05'
L32	N87°25'40"W	714.47'
L33	S17°28'15"W	9.76'
L34	N87°25'40"W	438.65' 438.49' (R4) 438.61' (R7)
L35	N17°28'15"E	499.17'
L36	S00°13'21"W	257.98' 258.00' (R9)
L37	N87°25'40"W	103.35'
L38	S24°03'18"E	319.57'
L39	S44°38'09"E	232.34'
L40	S87°25'40"E	125.13'

ADDRESSES

LOT 1	19651 11TH PLACE S
LOT 2	19657 11TH PLACE S
LOT 3	19663 11TH PLACE S
LOT 4	101 S 197TH STREET
LOT 5	101 S 197TH STREET
LOT 6	115 S 197TH STREET
LOT 7	115 S 197TH STREET
LOT 8	112 S 197TH STREET
LOT 9	19676 11TH PLACE S
LOT 10	19670 11TH PLACE S
LOT 11	19664 11TH PLACE S
LOT 12	19658 11TH PLACE S
LOT 13	19652 11TH PLACE S
LOT 14	1126 S 196TH PLACE
LOT 15	1120 S 196TH PLACE
LOT 16	1104 S 196TH PLACE
LOT 17	1104 S 196TH PLACE
LOT 18	19620 11TH AVENUE S
LOT 19	19614 11TH AVENUE S
LOT 20	19608 11TH AVENUE S
LOT 21	19602 11TH AVENUE S
LOT 22	19514 11TH AVENUE S
LOT 23	19508 11TH AVENUE S
LOT 24	19502 11TH AVENUE S
LOT 25	1115 S 195TH PLACE
LOT 26	1115 S 195TH PLACE
LOT 27	1129 S 195TH PLACE
LOT 28	1131 S 195TH PLACE
LOT 29	19448 11TH PLACE S
LOT 30	19442 11TH PLACE S
LOT 31	19430 11TH PLACE S
LOT 32	19430 11TH PLACE S
LOT 33	19424 11TH PLACE S
LOT 34	19418 11TH PLACE S
LOT 35	1114 S 195TH PLACE
LOT 36	1105 S 195TH PLACE
LOT 37	1105 S 195TH PLACE
LOT 38	1030 S 195TH PLACE
LOT 39	1024 S 195TH PLACE
LOT 40	1018 S 195TH PLACE
LOT 41	1012 S 195TH PLACE
LOT 42	1017 S 195TH PLACE
LOT 43	19501 11TH AVENUE S
LOT 44	19507 11TH AVENUE S
LOT 45	19513 11TH AVENUE S
LOT 46	1012 S 196TH STREET
LOT 47	1012 S 196TH STREET
LOT 48	19601 10TH PLACE S
LOT 49	19607 10TH PLACE S
LOT 50	19613 10TH PLACE S
LOT 51	19619 10TH PLACE S
LOT 52	19625 10TH PLACE S
LOT 53	19631 10TH PLACE S
LOT 54	19637 10TH PLACE S
LOT 55	19643 10TH PLACE S
LOT 56	19654 10TH PLACE S
LOT 57	19658 10TH PLACE S
LOT 58	19662 10TH PLACE S
LOT 59	19616 10TH PLACE S
LOT 60	1019 S 196TH STREET
LOT 61	1025 S 196TH STREET
LOT 62	1031 S 196TH STREET

LINE TABLE		
LINE	BEARING	LENGTH
L41	N46°23'51"E	11.00
L42	N87°25'40"W	10.34
L43	N02°34'20"E	20.54
L44	S87°25'40"E	15.61
L45	S17°28'15"W	9.76
L46	S05°16'03"E	15.99
L47	S72°45'09"E	16.50
L48	S89°11'44"E	3.96
L49	S87°25'40"E	16.74
L50	S41°21'51"E	29.13
L51	N43°36'09"W	9.08
L52	N87°25'40"W	18.73
L53	N87°25'40"W	2.92
L54	N02°34'20"E	11.22
L55	S02°34'20"W	6.04
L56	N65°06'44"W	14.50
L57	N61°09'15"E	11.90
L58	S25°55'05"W	16.17
L59	N22°31'45"W	35.00
L60	N72°31'45"W	24.60
L61	S03°06'16"W	14.25
L62	N28°52'49"E	4.81
L63	S86°53'44"E	17.49
L64	N87°13'10"W	10.34
L65	S34°20'00"E	20.39
L66	S87°25'40"E	16.87
L67	N30°18'26"W	10.17
L68	S87°20'03"E	70.82
L69	N65°06'44"W	4.50
L70	S87°20'03"E	5.04
L71	N02°34'20"E	45.00
L72	N02°34'20"E	7.50
L73	S87°25'40"E	5.00
L74	S87°25'40"E	5.88
L75	N75°28'43"E	25.47
L76	N75°28'43"E	22.69
L77	N02°34'20"E	52.50
L78	N02°34'20"E	13.79
L79	S87°25'40"E	5.12
L80	N02°34'20"E	12.96
L81	N65°06'44"W	10.00
L82	N41°40'26"W	5.88
L83	N41°40'26"W	50.40
L84	N41°20'26"W	60.46
L85	S69°46'39"E	6.72
L86	S00°13'21"W	37.51
L87	S89°46'39"E	25.08
L88	N87°25'40"W	10.35
L89	S44°38'09"E	11.44
L90	S87°25'40"E	10.35
L91	S17°28'15"W	12.42
L92	N87°13'10"W	62.03
L93	S87°20'03"E	5.04
L94	S87°25'40"E	48.69
L95	S34°32'00"W	3.38
L96	N02°34'20"E	52.53
L97	S34°32'00"W	51.96

CURVE TABLE		
CURVE	DELTA	RADIUS
C1	3°36'21"	10.70 170.00
C2	15°31'02"	46.04 170.00
C3	4°23'11"	13.01 170.00
C4	8°40'46"	34.84 230.00
C5	11°22'23"	45.65 230.00
C6	5°48'24"	23.31 230.00
C7	28°41'59"	10.02 20.00
C8	5°06'45"	36.83 39.00
C9	52°25'35"	22.07 39.00
C10	38°39'02"	26.31 39.00
C11	28°56'17"	19.70 39.00
C12	32°03'50"	11.19 20.00
C13	0°42'36"	54.66 4413.00
C14	0°07'15"	13.17 4413.00
C15	1°04'27"	26.29 1402.40
C16	9°00'00"	31.42 20.00
C17	32°43'18"	70.82 124.00
C18	3°21'37"	7.27 124.00
C19	1°30'54"	33.58 1270.00
C20	2°17'11"	50.67 1270.00
C21	6°37'21"	146.79 1270.00
C22	0°54'07"	19.99 1270.00
C23	0°41'09"	15.21 1270.00
C24	9°00'00"	31.42 20.00
C25	32°46'46"	20.80 36.00
C26	NOT USED	
C27	9°00'00"	31.42 20.00
C28	9°00'00"	31.42 20.00
C29	27°08'41"	9.48 20.00
C30	39°43'25"	27.04 39.00
C31	4°55'08"	1.72 20.00
C32	29°01'16"	19.76 39.00
C33	29°53'29"	20.55 39.00
C34	22°12'45"	15.01 39.00
C35	19°04'52"	12.99 39.00
C36	32°03'50"	11.18 20.00
C37	75°38'01"	26.40 20.00
C38	95°44'37"	29.93 20.00
C39	2°47'31"	64.81 1330.00
C40	4°21'31"	101.18 1330.00
C41	0°36'18"	14.04 1310.00
C42	49°40'36"	159.53 184.00
C43	5°45'47"	18.51 184.00
C44	73°39'00"	24.57 184.00
C45	9°00'00"	31.42 20.00
C46	9°00'00"	21.99 14.00
C47	72°08'30"	30.22 24.00
C48	42°34'13"	37.88 51.00
C49	51°52'51"	46.18 51.00
C50	43°29'37"	20.91 51.00
C51	22°36'56"	20.13 51.00
C52	34°56'38"	31.10 51.00
C53	22°36'56"	20.13 51.00
C54	22°36'56"	20.13 51.00
C55	31°24'23"	27.96 51.00
C56	31°33'27"	21.48 39.00
C57	9°00'00"	31.42 20.00
C58	9°00'00"	31.42 20.00
C59	25°51'33"	76.73 170.00
C60	25°51'33"	94.37 230.00
C61	23°30'34"	1.17 20.00
C62	3°21'58"	1.11 124.00
C63	0°30'43"	57.34 124.00
C64	26°29'44"	57.34 124.00
C65	53°15'41"	36.25 39.00
C66	51°0'52"	3.53 39.00
C67	23°30'34"	82.06 200.00
C68	25°51'33"	50.97 200.00
C69	42°16'07"	73.77 100.00
C70	53°05'22"	169.57 154.00
C71	12°00'43"	272.54 1300.00
C72	9°47'57"	222.33 1300.00
C73	2°12'46"	50.21 1300.00
C74	11°14'44"	38.08 194.00
C75	1°35'35"	5.39 194.00
C76	6°59'32"	7.44 61.00
C77	0°02'57"	3.60 4418.00
C78	01°18'08"	31.65 1392.40
C79	11°17'43"	37.26 189.00



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WASHINGTON.

SHEET 9 OF 9

JOB NO 13094

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CITY OF DES MOINES, WASHINGTON
 Planning, Building, and Public Works Department
 21650 11th Avenue South, Suite D
 Des Moines, WA 98198
 Phone: (206) 870-7576 Fax: (206) 870-6544



ENVIRONMENTAL MITIGATION AGREEMENT

Project File No: LUA05-008

Project Name: Blueberry Land PUD

Project Address: 19659 Des Moines Memorial Drive

Applicants: PBC, Inc.
 19904 Des Moines Memorial Drive
 Seattle, WA 98148
 (206) 241-1640

Rick Williams
 19904 Des Moines Memorial Drive
 Seattle, WA 98148
 (206) 241-1640

Judith Henning
 1045 South 194th Street
 Des Moines, WA 98148
 (206) 824-6451

Contact: PBC, Inc.
 Attn: Rick Williams
 19904 Des Moines Memorial Drive
 Seattle, WA 98148
 (206) 241-1640

Staff Contact: Jason Sullivan; Land Use Planner

Date of Decision: July 20, 2006

THIS AGREEMENT is entered into by and between the City of Des Moines, a municipal corporation hereinafter referred to as the "City" and PBC and Rick Williams hereinafter referred to as the "Developer".

WHEREAS, this agreement is executed pursuant to Chapter 43.21 RCW, the State Environmental Policy Act (SEPA), and Title 16 Des Moines Municipal Code, to provide for mitigation of existing and known environmental impacts associated with the development hereinafter described. This agreement is not, and shall not be construed as a voluntary agreement pursuant to RCW 82.02.020, and the provisions of RCW 82.02.020 shall not be applied hereto. This agreement does not preclude any evaluation and determination by the City of Des Moines upon later actions or proposals undertaken by the Developer that may require a determination of significance and environmental review under SEPA;

WHEREAS, the Developer has submitted a PUD application in order to subdivide 11.61 acres into 65 single family lots;

WHEREAS, the lots created by the subdivision will have an average size of approximately 4,237 square feet;

WHEREAS, the City has reviewed the "Statement of Intent for Blueberry Lane P.U.D. Des Moines, Washington" (dated April 2005; revised December 2005, and revised May 2006) prepared by Sound Engineering, Incorporated;

WHEREAS, when the lot size of a subdivision falls below approximately 4,500 square feet the subdivision would be considered a small lot subdivision;

WHEREAS, the Developers intends to create a small lot development;

WHEREAS, the Developer intends to de-emphasize the automobile and establish a streetscape that is more human scale by accessing garages from alleys and pulling street-facing garages back behind the porch;

WHEREAS, the Developer has requested reduced front yard setbacks to strengthen the connection between the public realm and the private home since the proximity of homes to the street allows residence to have their eyes on the street which enhances safety and fosters social interaction between neighbors;

WHEREAS, a small lot infill development generally causes some change in the look and feel of the neighborhood. An important way to mitigate the impacts of change is to ensure that the development has high quality in design, construction, materials and landscaping;

WHEREAS, aesthetic are an environmental element subject to review under RCW Chapter 43.21 and WAC Chapter 197-11 pursuant to WAC 197-11-444;

WHEREAS, the City has reviewed a study entitled, "Blueberry Lane Wetland Analysis Report" (dated April 4, 2005) and a study entitled "Blueberry Lane Revised Wetland Analysis Report and Concept Mitigation" (dated December 15, 2005) prepared by B-12 Wetland Consulting Inc. and a study entitled "Wetland Mitigation Development Exception for Blueberry Lane PUD" dated May 2006 prepared by Sewell Wetland Consulting (formerly B-12 Wetland Consulting Inc.) which delineated and established mitigation measures for the wetlands located on the project site;

WHEREAS, the City has reviewed a study entitled, "Blueberry Lane PUD Traffic Impact Analysis" (dated March 31, 2005) and a study entitled "Blueberry Lane PUD Revised Traffic Impact Analysis" (dated December 13, 2005) and a study entitled "Blueberry Lane PUD Addendum Letter" (dated May 18, 2006) prepared by JTE, Inc. which evaluated the traffic impacts associated with the project;

WHEREAS, the City has reviewed a study entitled, "Geotechnical Engineering Services: Blueberry Lane Site" (dated September 10, 2004) prepared by GeoResources, LLC., which evaluated surface and subsurface conditions at the project site in order to develop geotechnical recommendations and design criteria;

WHEREAS, the property located in the City is further legally described as:

TAX PARCEL # 0522049005

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 820.02 FEET TO THE TRUE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE NORTH ALONG A LINE PARALLEL TO WEST LINE OF SAID SUBDIVISION 274.5 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION TO WESTERLY LINE OF DES MOINES WAY; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #0522049156

LOT 3, KING COUNTY SHORT PLAT NUMBER 779007, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 8001300558, RECORDS OF KING COUNTY, WASHINGTON

TAX PARCEL #0522049071

THAT PORTION OF THE EAST 345 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 87°19'51" WEST, 179.19 FEET ALONG THE NORTH LINE OF SAID

GF MA RW RW JH JH

SUBDIVISION TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 03°06'02" WEST, 187.77 FEET; THENCE SOUTH 86°53'58" EAST, 195.78 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 02°00'17" EAST, 173.95 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 87°21'26" WEST, 345.40 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 02°06'53" WEST, 364.05 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 87°19'51" EAST, 167.45 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION LYING WITHIN DES MOINES WAY (DES MOINES MEMORIAL DRIVE) (ALSO KNOWN AS PARCEL "A" OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO 99-058 RECORDED MARCH 6, 2000 UNDER RECORDING NO. 20000306900003)

TAX PARCEL #0522049022

THAT PORTION OF THE EAST 345 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 87°19'51" WEST, 179.19 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 03°06'02" WEST, 187.77 FEET; THENCE SOUTH 86°53'58" EAST, 150.00 FEET TO THE WEST MARGIN OF DES MOINES WAY (DES MOINES MEMORIAL DRIVE); THENCE NORTH 01°41'55" WEST, 56.10 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #0246000127 (3 LOTS COMBINED)

LOT 1

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID TRACT A DISTANCE OF 282.5 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,108 FEET TO THE TRUE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE CONTINUING EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 78 FEET; THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE A DISTANCE OF 78 FEET; THENCE SOUTH PARALLEL WITH WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION THEREOF CONVEYED FOR KING COUNTY FOR SOUTH 194TH STREET BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 5070288 (BEING KNOWN AS A PORTION OF LOTS 11 AND 12, BLOCK 2, APEX HOME TRACTS, ACCORDING TO THE UNRECORDED PLAT).

LOT 2

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID TRACT A DISTANCE OF 282.5 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,186 FEET TO THE TRUE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE CONTINUING EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 78 FEET; THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE A DISTANCE OF 78 FEET; THENCE SOUTH PARALLEL WITH WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET TO THE TRUE POINT OF BEGINNING.

GF HS RW RW JH JH

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR SOUTH 194TH STREET BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 5070288 (BEING KNOWN AS A PORTION OF LOTS 12 AND 13, BLOCK 2, APEX HOME TRACTS, ACCORDING TO THE UNRECORDED PLAT).

LOT 3

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID TRACT A DISTANCE OF 274.5 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,108 FEET TO THE TRUE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE CONTINUING EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER A DISTANCE OF 234 FEET; THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER A DISTANCE OF 268 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER A DISTANCE OF 78 FEET; THENCE SOUTH PARALLEL WITH WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER A DISTANCE OF 156 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER A DISTANCE OF 8 FEET TO THE TRUE POINT OF BEGINNING.

WHEREAS, the City has a traffic impact fee program codified in DMMC Chapter 12.56

WHEREAS, multi-jurisdictional review is required as construction activity extends outside the jurisdictional limits of the City; limited construction activity will occur within jurisdictional limits of the City of SeaTac;

WHEREAS, the City of SeaTac has requested that the developer pay the City of SeaTac's Traffic impact fee;

WHEREAS, the Developer is required to dedicate 10' of property along the frontage of the project site which abuts Des Moines Memorial Drive to the City of SeaTac;

WHEREAS, the Developer is required to install frontage improvements along Des Moines Memorial Drive which is listed as project number 9.1 in the City of SeaTac's Comprehensive Transportation Plan;

WHEREAS, the Developer is entitled to a credit for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the capital facilities plan and that are required by the county, city, or town as a condition of approving the development activity pursuant to RCW 82.02.060(3);

WHEREAS, the northern half of the proposed subdivision is located within the Approach Transition Zone for the Port of Seattle's third runway;

WHEREAS, the Port of Seattle's third runway is currently under construction;

WHEREAS, aircraft utilizing the third runway will generate noise levels which will exceed 65 Ldn's.

WHEREAS, the eastern portion of the subdivision abuts the future SR-509 roadway;

WHEREAS, the construction of SR-509 will result in a 35' fill adjacent to the subdivision

WHEREAS, the Developer is required obtain a Development Exception for Environmental Sensitive Areas from the City of Des Moines approved by the City of Des Moines City Council prior to the proposed filling of the wetlands located on the project site;

WHEREAS, the Developer is required to obtain a Clearing, Grading and Filling Permit from the City Planning, Building and Public Works Department for construction of the required infrastructure and the residential structures which emphasizes land development practices that result in a minimal disturbance to the city's vegetation and soils by providing protection to reduce degradation of streams or other water bodies located in and adjacent to the project site via scouring, siltation, and water pollution.

GF 

RW 

JH 

WHEREAS, Native American and other historically and culturally significant artifacts have been uncovered within the City of Des Moines;

WHEREAS, the City of Des Moines Planning, Building, and Public Works Department has determined that the proposed development on the subject property will not result in probable significant adverse environmental impacts and that those environmental impacts identified in the SEPA application will be addressed by entering into an agreement to mitigate such impacts;

NOW, THEREFORE, the City and Developer agree that the following mitigation measures shall be employed by the Developer to ensure that probable adverse environmental impacts created by the proposed project are minimized or eliminated.

1. The Developer shall send a "Notice of Intent to Commence Work" a minimum of 30 days prior to commencing the grading operations needed to install the required infrastructure improvements together with a project work schedule including the phasing of the construction activity, and a reduced scale map identifying the project to all property owners within 300 feet of the project site and the City.
2. The design of the single family residential structures located within the proposed subdivision shall comply with the following guidelines:
 - a. All front loaded garages shall be offset a minimum of 10 feet from the front of the building façade or 7 feet from the back of the porch;
 - b. No more than two of the same model and elevation shall be built on the same block frontage nor shall the same model and elevation be built on adjacent lots. (Models are defined as having significant variations in floor plans, which allows for variety in the massing of the home);
 - c. When the same model and elevation is located on the same block, the developer shall differentiate the same model through the use of at least two building materials and color schemes;
 - d. The primary front building elevation shall have at least one 24 inch articulation or change in plane. The articulation may involve the use of an covered porch, a dormer facing the street, a well-defined entry element, or similar type of protrusion or recess in the building wall as determined by the City's planning division;
 - e. Single family residential structures on interior lots will have windows that do not directly face the windows on the single family residential structure located on the adjacent lot;
 - f. All buildings will have a covered porch, stoop, or a similar main entry point oriented toward the public realm;
 - g. All porches and stoops must have a permanent walkway which connects to the back of the public sidewalk;
3. The Developer shall comply with the City's prescriptive noise remedy methods; except the developer will be required to use Sound Transmission Control (STC) 40 windows instead of the STC-38 windows.
4. The Developer shall install a 15 foot wide landscaping strip adjacent to the proposed SR-509 right-of-way which will be placed in a separate tract as an equal undivided interest property owned by all property owners within the subdivision prior to final plat approval by the City of Des Moines. The landscaping strip shall consist of a mix of evergreen and deciduous plantings. Evergreen trees shall be a minimum height of six feet at time of planting. Plantings shall be chosen and spaced so as to grow together within two years sufficient to provide a 100 percent sight-obscuring screen.
5. The Developer shall pay traffic impact fees to the City of SeaTac at the time the developer files for final plat; however, the developer will receive a credit to apply against the SeaTac impact fees based on the value of the right-of-way dedication on Des Moines Memorial Drive and the cost of the infrastructure improvements on Des Moines Memorial Drive.
6. The Developer shall receive a \$44,880.00 credit to apply against the traffic impact fees paid to the City at the time of building permit issuance pursuant to DMMC § 12.56.
7. The Developer shall properly dispose of the anticipated unusable excavated soils to the satisfaction of the City of Des Moines. The developer shall submit a grading plan that accurately reflects the amounts and locations of cuts and fills. The plan will also identify the amount of any export soils and a proper disposal method and/or disposal site prior to issuance of the City Grading Permit.

GF



RW



JH



Environmental Mitigation Agreement -- LUA05-008
July 20, 2006
Page 6 of 7

8. Should the Developer or its contractor uncover any landmarks or evidence of archeological, scientific or cultural importance, the Developer shall cease all work and contact the City of Des Moines and the Washington State Department of Historic Preservation.
9. Should a term, provision, condition or other portion of the Agreement be held to be inoperative, invalid, or void, the same shall not affect any other term, provision, condition or other portion of this Agreement; and the remainder of this Agreement shall be effective as if such term, provision, condition or portion had not been contained herein.

1A
1A
1A
1A

GF *[Signature]*

RW *RW*

JH *[Signature]*

Environmental Mitigation Agreement - LUA05-008
 July 20, 2008
 Page 7 of 7

CITY:

Grant Fredricks

Grant Fredricks, P.E.
 Planning, Building, and Public Works Director
 City of Des Moines

DEVELOPER:

Rick Williams

Rick Williams
 PBC, Inc.

STATE OF WASHINGTON)

) ss.

COUNTY OF King)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 17th day of July, 2006, Richard J. Williams personally appeared before me, to me known as the individual(s) empowered to execute the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.


David L. Steen
 Notary Public in and for the State of Washington,
 Residing at King County
 My commission expires 4/29/2008

DEVELOPER:

Judith Henning

Judith Henning

STATE OF WASHINGTON)

) ss.

COUNTY OF King)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 17th day of July, 2006, Judith Henning personally appeared before me, to me known as the individual(s) empowered to execute the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.


David L. Steen
 Notary Public in and for the State of Washington,
 Residing at King County
 My commission expires 4-29-2008

GF _____

RW FWJH JH

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When Recorded Return to:
 City of Des Moines
 Planning, Building and Public Works
 21630 11th Avenue South, Suite D
 Des Moines, WA 98198
 Attn: _____

RELEASE

Assessor's Tax Parcel ID #: _____
 Recording # of related document: 8001300558

THE CITY OF DES MOINES, a municipal corporation of King County, Washington ("City"), hereby releases and relinquishes all of the City's rights (as successor to King County) regarding Tract X which are set forth on page 3 of King County Short Plat Number 779007, recorded at King County Recording Number 8001300558. Specifically (but not by way of limitation), the City hereby releases and relinquishes its right to require the owner(s) of said Tract X to dedicate Tract X for right-of-way and street purposes or to demand that the owner(s) deed said Tract X to the City or King County for such purposes.

The foregoing release and relinquishment shall run with the land.

DATED: _____, 2016.

GRANTOR:

CITY OF DES MOINES, a municipal corporation of
 King County, Washington

By _____
 Print name _____
 Title _____

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF DES MOINES, a municipal corporation of King County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2016.

 Notary Public for the State of _____
 residing at _____
 Print name: _____
 Commission expires: _____

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Construction Contract Award and Consultant Agreement for Construction Administration & Inspection Services for the South 268th Street Sidewalk Improvement Project

ATTACHMENTS:

1. Public Works Contract
2. Consultant Task Order Assignment
3. Contract Bid Tabulation
4. Reed Trucking & Excavation Bid Proposal
5. 2016 CIP Project Worksheet

FOR AGENDA OF: August 11, 2016

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: August 3, 2016

CLEARANCES:

- ☒ Legal JS
- ☒ Finance PM
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works PBC
- ☐ Police N/A
- ☐ Courts N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** JK

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Contract, (Attachment 1), with Reed Trucking & Excavating, Inc. for the South 268th Street Sidewalk Improvement Project and approval of Consultant Task Order Assignment, (Attachment 2), with Parametrix for the Construction Administration and Inspection Services for the South 268th Street Sidewalk Improvement Project.

Suggested Motions

Motion 1: "I move to approve the Public Works Contract with Reed Trucking & Excavating, Inc. (Contractor), for the South 268th Street Sidewalk Improvement Project, in the amount of \$649,051.00, authorize a project contingency in the amount of \$65,000, and further authorize the City Manager to sign said Contract substantially in the form as submitted."

Motion 2: "I move to approve Supplemental Agreement Number 2 with Parametrix for the Construction Administration and Inspection Services of the South 268th Street Sidewalk Improvement Project in the amount of \$99,800, authorize a project contingency of \$5,000.00, and further authorize the City Manager to sign said Task Order substantially in the form as submitted."

Motion 3: “I move to direct staff to bring forward a budget amendment for additional 2016 expenditure authority to support the increased costs of the South 268th Street Sidewalk Improvement Project.”

Background

In November 2011, as a part of the H.E.A.L. grant work, the City produced the City of Des Moines Safe Routes to School Project Report. This report provided a summary of priority Safe Routes to School projects for the five public elementary schools in the City. These projects were selected to enhance safety for students and families walking to school. The South 268th Street project ranked as the top priority for the Woodmont School and had the second highest ranking of projects Citywide. Staff has received concerns from the community over the years for the pedestrian safety along this route. As one of the higher ranking projects a detailed cost estimate was developed to aid with future planning.

Addressing traffic and pedestrian safety in schools zones is of particular concern for the City of Des Moines. Given that there is a concentrated presence of children in school zones, which are typically located adjacent to an arterial roadway where traffic volumes and speeds are generally higher, the potential for an incident is increased. Child pedestrians are particularly vulnerable due to their lower awareness of risk and impulsive behavior.

In May of 2014, the City prepared an application for the WSDOT Safe Routes to School program for the South 268th Street Sidewalk Improvement Project. Staff was then notified on December 12, 2014 that the grant request in the amount of \$431,000 for the funding of the project was placed on the recommended prioritized funding list for the Safe Routes to School program through WSDOT local programs. On June 22, 2015, the City was notified that the project was selected and funded by the Federal Highway Safety Improvement Program.

The City had an opportunity to partner with three utilities on this project. Highline, Midway Sewer, and PSE Gas all decided to utilize the project opportunity to upgrade their infrastructure within the South 268th Street right-of-way ahead of the City’s project. In lieu of final overlays as a part of their road restoration work, the City will be receiving payment from the utilities totaling \$88,636.

The Project will provide approximately 800 linear feet curb, gutter, and 6-foot-wide sidewalk along the north side of South 268th Street from 16th Avenue South connecting to the existing curb, gutter, and sidewalk near 19th Avenue South. Additionally, approximately 950 linear feet of curb, gutter, and 6-foot-wide sidewalk will be installed along the south side of South 268th from 16th Avenue South to the existing curb, gutter, and sidewalk near the Woodmont Library. The project will also include installing enclosed storm sewer, new ADA curb ramps, hot mix asphalt pavement, and driver feedback signs (actual operating speed). Additionally, the construction project will include consultant Construction Administration and Inspection Services.

The Project was advertised on June 30th, 2016 and Bids were opened on July 21st, 2016. All project approvals and permits are acquired.

Discussion

Construction Contract (Motion#1)

Staff solicited for sealed bid proposals publically via Seattle Times on July 1st, 2016 and July 7th, 2016 and the Seattle Daily Journal of Commerce on June 30th, 2016 and July 7th, 2016. Staff utilized Builder’s Exchange of Washington (an on-line plan center) to reach the majority of contractors and

encourage the most competitive bidding atmosphere. Bids were publically read on July 21st, 2016 by the City Clerk. A total of (4) bids for the project were received. Bids from the (4) contractors are summarized below and the Bid Tabulation which is provided in (Attachment 3).

BID RESULTS

Engineer's Estimate	\$660,396.00
<u>Contractor Name</u>	<u>Bid Proposal</u>
Reed Trucking & Excavating	\$649,051.00 (Apparent Low Bid)
DPK Inc.	\$716,581.00
Northwest Cascade, Inc.	\$738,548.00
W.S. Contractors LLC	\$741,772.10

The Contractor will receive Notice to Proceed on this project as soon as possible after Council approval to award and staff has receipt of all the necessary Contract paperwork. The Contractor will have 50 working days to complete this project, and construction is expected to begin in September 2016.

Construction Administration and Inspection Services (Motion#2)

Engineering consultants are needed in order to supplement and expand the capability of City staff for Construction Administration and Inspection of the Project. These services are proposed to be provided by Parametrix, the Engineer of Record for the project, as provided in (Attachment 2). Staff believes that Parametrix has satisfactorily met engineering expectations for the project and have demonstrated their qualifications for these services on other projects within the City of Des Moines. Parametrix will be able to maintain valuable overall project history and consistency with the previous phases of work.

Construction administration and inspection services on this project are complex in that it is being constructed with federal funds and must meet extensive FHWA requirements. Steel materials must conform to Buy America requirements and be certified. Requirements include ongoing inspection, monitoring and documentation of contractor compliance to prevailing wage rates, assurance that 19% or more of the contract meets Federal requirements for Disadvantaged Business Enterprises (DBE) goals. WSDOT is responsible for overseeing FHWA federal funds and will audit work to insure adherence contract requirements. Failure to meet these requirements could result in a loss of Certification Acceptance (CA) status jeopardizing the city's ability to cost effectively manage federally funded projects. Lack of accurate documentation and inspection could also result in a requirement to reimburse all or a portion of FHWA funds expended on the project. Staff believes Parametrix is capable of preparing required federal reports and working directly with WSDOT to ensure that FHWA requirements are met.

Alternatives

(Motion #1)

Council could direct staff to re-submit for construction bids at a later time. However, there is no reason to believe project bids would be lower at a later time.

(Motion #2)

The City does not have adequate resources to perform complete Construction Administration and Inspection in compliance with federal and general project requirements. Council could direct staff to solicit for proposals, but will cause project delay impacting issued permits and construction schedule.

Additionally, solicitation for proposals will result in potentially (2) separate contracts, one for the construction management and inspection work and one for the Engineer of Record. By utilizing the Engineer of Record to fulfill these services, the City will benefit from consolidated services.

Financial Impact

Four funding sources for the project include a Federal Highway Safety Improvement Program (HSIP) grant administered by WSDOT Safe Routes to School (SRTS), City Traffic Safety Program (ASE), City Real Estate Excise Tax (REET), Arterial Street Transfer, and Utility Reimbursements from Highline Water District and Puget Sound Energy are utilized to cover project costs see CIP project worksheet (Attachment 5).

The current project budget expenditure budget is \$585,800. With the changes from the initial scope, the revised total project cost is \$938,845. Finance will prepare the adjustment to the 2016 Capital Budget later this fall.

Recommendation or Conclusion

Staff recommends Council approve the suggested motions.

Concurrence

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



PUBLIC WORKS CONTRACT
between City of Des Moines and
Reed Trucking & Excavating, Inc.

THIS CONTRACT is made and entered into this 11th day of August, 2016, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Reed Trucking & Excavating, Inc. organized under the laws of the State of Washington, located and doing business at 2207 Inter Ave. Ste. A, Puyallup, WA 98372, (253) 841-4837, Shawn Reed (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

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

Woodmont School Walkway Improvements Project

This project will provide approximately 800 linear feet curb, gutter, and 6-foot-wide sidewalk along the north side of South 268th Street from 16th Avenue South connecting to the existing curb, gutter, and sidewalk near 19th Avenue South. Additionally, approximately 950 linear feet of curb, gutter, and 6-foot-wide sidewalk will be installed along the south side of South 268th from 16th Avenue South to the existing curb, gutter, and sidewalk near the Woodmont Library. The project will also include installing enclosed storm sewer, new curb ramps and driveway approaches, hot mix asphalt pavement, and driver feedback signs (actual operating speed). And all incidental items necessary to complete the Work as described in the Plans and Specifications.

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

Standard Specifications for Road, Bridge and Municipal Construction, 2016 prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter

This is a Federal Aid Public Works Project which is subject to Prevailing Wage and Sales Tax rules (see Section 1-07.9 of the Standard Specifications). A current City of Des Moines Business License is required for all contractors and subcontractors that perform work under this contract. These licenses shall be in place prior to the issuance of any Notice to Proceed.

Legal Documents

Amendments to the Standard Specifications

Special Provisions

Appendix A – Driver Feedback Signs

Appendix B – Prevailing Wage Rates

Contract Plans

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

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

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

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

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (2016 edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) any changes in the Work in accordance with the Contract Documents.

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

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

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in the Plans and Specifications attached hereto or incorporated herein by reference will begin within 10 days of issuance of the Notice to Proceed for this project. The Contractor shall complete the Work described in Section I within **50 working days** based upon the start date specified in the Notice to Proceed for this project. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed **\$649,051.00** inclusive of any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Section I is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis. The Contractor's Record Drawings, per the Contract Provisions, for the Work completed each week shall be attached to each monthly progress payment request submitted by the Contractor. The monthly progress payment requests submitted by the Contractor will not be considered complete without the required Record Drawings. The City will make progress payment within 30 days after receipt of the Contractor's complete progress request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the

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

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

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

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

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

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.

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

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

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

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

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

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

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

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 294 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

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

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

XI. WORKERS' COMPENSATION. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

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

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage.

The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

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

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

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

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

1. Immediately give a signed written notice of protest to the Project Engineer or the Project Engineer's field Inspectors before doing the Work;
2. Supplement the written protest within 14 calendar days with a written statement and supporting documents providing the following:
 - a. The date and nature of the protested order, direction, instruction, interpretation, or determination;

- b. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the protest;
- c. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined;
- d. An analysis of the project schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
- e. If the protest is continuing, the information required above shall be supplemented upon request by the Project Engineer until the protest is resolved.

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

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

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

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

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

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

XV. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason

of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XVI. INDEMNIFICATION.

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

XVII. INSURANCE.

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

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

XIX. BOND - SEPARATE PAYMENT AND PERFORMANCE BONDS REQUIRED. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, State Departments of Revenue, Employment Security, and Labor and Industries, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

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

XXI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue

in full force and effect and no further assignment shall be made without additional written consent.

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

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

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

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

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

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

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

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

CONTRACTOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF DES MOINES: By: _____ (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> (Title) DATE: _____ Approved as to Form: _____ City Attorney DATE: _____
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NOTICES TO BE SENT TO: CONTRACTOR: Shawn Reed Reed Trucking & Excavating, Inc. 2207 Inter Ave Ste. A Puyallup, WA 98372 (253) 841-4837 (telephone) (253) 841-4816 (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Tommy Owen, P.T.O.E., P.E. City of Des Moines 21650 11th Avenue South Des Moines, WA 98198 206-870-6870 (telephone) 206-870-6596 (facsimile)
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At the direction of the Des Moines City Council taken on an open public meeting on 11 August 2016.

Formal Task Assignment DocumentTask Number 2016-03.01

The general provisions and clauses of Agreement On-Call Svcs. shall be in full force and effect for this Task Assignment

Location of Project: Woodmont Elementary School - Des Moines, WAProject Title: Woodmont School Walkway Improvements, Construction Management Svcs. - Amendment 2Maximum Amount Payable Per Task Assignment: \$99,800.00Completion Date: April 30, 2017**Description of Work:**

(Note attachments and give brief description)

This amendment adds Construction Management Services to the project.

Original Budget	\$ 64,913.93 (Under TA 2015-05 on the 2014-15 on-call project)
Amendment 1	16,350.77 (Under TA 2016-03 on the 2016-17 on-call project)
Amendment 2	<u>99,800.00</u> (Under TA 2016-03.01 on the 2016-2017 on-call project)
Total Maximum Budget	\$181,064.70

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature:  Date: August 3, 2016

Agency Approving Authority: _____ Date: _____

AMENDMENT 2 – SCOPE OF WORK

City of Des Moines Woodmont School Walkway Improvements

INTRODUCTION

The City of Des Moines (City) has requested a task assignment for construction management services for the Woodmont School Walkway Improvements project.

These services are intended to assist the City of Des Moines (AGENCY) in administering the contract for construction, monitoring the performance of the Construction Contractor (“Contractor”), and verifying that the Contractor’s work is in substantial compliance with the Contract Documents. These services are based upon the understanding that the AGENCY will contract directly with the Contractor for the construction project work. The AGENCY will be involved in the construction process to make decisions, provide approvals, and perform other actions as needed for completion of construction. These services are also based upon the AGENCY executing a contract for construction with the Contractor that is consistent with the Consultant Agreement and with these services, and which provides the requisite authority for CONSULTANT to fulfill its responsibilities.

Period of Performance

The services included in this scope of services will commence upon the receipt of a Notice to Proceed and extend through final completion and acceptance of the construction project by the AGENCY, completion and acceptance of the project documentation by the AGENCY, or **April 30, 2017**, whichever occurs later.

CONSULTANT’s services are also based upon the schedule or duration of construction of **50 working days** with an estimated 5 additional days due to potential changes or delays. Deviations from the anticipated schedule or duration of construction will affect the scope of these services and CONSULTANT’s compensation for the services, and may require an adjustment. CONSULTANT will not perform services beyond the agreed upon contract amount without written authorization from the AGENCY. The level of effort to perform the work described is based on a standard 5-day work week and standard 8-hour workday.

PHASE 3 – CONSTRUCTION MANAGEMENT

Task 01 – Construction Management

1.1 General Project Management

This task includes overall project management of CONSULTANT’s contract with the City of Des Moines including the following:

- The CONSULTANT will act as the direct point of contact for correspondence sent to and received from the Contractor, and will work to facilitate discussions between the Contractor and Engineer-of-Record.
- Services generally include on-site contract administration, management and documentation control, on-site inspection, materials testing, and Engineer of Record services during construction of the project.

- *Project Planning* – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordination of project team and issues throughout the project, including inspection, engineering, answering questions regarding contract administration, and offering advice to the City on construction issues.
- *Budget and Schedule Tracking* – Track the project budget using CONSULTANT’s in-house tools to verify that progress is keeping pace with spending. Issues or changes that may arise will be proactively communicated and documented with the AGENCY’S Project Manager.
- *Monthly Progress Reports* – Prepare monthly progress reports for distribution to the AGENCY. Prepare a monthly invoice for services performed by CONSULTANT and its subconsultants (if applicable).
- *Correspondence* – Prepare written correspondence as needed to document project management issues and/or concerns.
- *Quality Assurance/Quality Control* – Perform independent quality assurance/quality control review of key deliverables by senior staff.
- Review the Project Schedule for the project.
- Review the Contractor’s Environmental Compliance Submittals, including Spill Prevention, Control, and Countermeasures (SPCC)/Erosion Control Plan and Environmental Compliance with applicable project permit requirements.

1.2 Pre-Construction Conference

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

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

1.3 Record of Materials

CONSULTANT shall prepare the Record of Materials for use in this Project.

1.4 Submittals

The CONSULTANT’s scope of work includes preparing an independent list of all submittals and collecting from the Contractor a proposed shop drawing and submittal schedule, identifying all shop drawings, samples, and submittals required by the contract for construction, along with the anticipated dates for submission. The scope also includes the CONSULTANT’s logging and tracking of additional shop drawings, samples, and submittals received after the preconstruction conference. The CONSULTANT will coordinate and process the receipt, distribution, review, and compilation of comments; and monitor and track the processing of requests for information (RFIs), submittals, samples, shop drawings, mix designs, test reports, traffic control plans, change

orders, payment requests, certified payrolls, and other submittals from the Contractor for compliance with the Contract Documents. CONSULTANT will coordinate with the AGENCY and for the reviews of the Contractor's shop drawings, samples, and others as required. Submittals pertaining to Traffic Control and Traffic Signal items will be reviewed and approved by the AGENCY.

The CONSULTANT will track and approve the processing of the Record of Materials (ROM) and Request for Approval of Materials (RAMs) and review and distribute as necessary. All contractor submittals to AGENCY staff and or Engineer of Record will be submitted for approval, including proposed designs, construction methods and procedures for various components of the structures, formwork and false work submittals, catalog cuts, and shop drawings for compliance with Contract Documents. The CONSULTANT will seek technical expertise from the Engineer of Record when required for clarification or resolution on Contract Drawings.

The CONSULTANT will process the requests for sublet; and will review and approve the requests according to Washington State Department of Transportation (WSDOT) specs.

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

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

CONSULTANT's review of shop drawings, samples, and submittals shall be for conformance with the design concept and compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples, and submittals is free from errors, inconsistencies, or omissions.

CONSULTANT's scope shall be based upon the scope of work in the contract for construction and shall include a maximum of two submissions by the Contractor for each shop drawing, sample, or submittal.

1.5 Requests for Information

The CONSULTANT's scope of work includes review of the Contractor's requests for information or clarification of the contract for construction. For budgeting purposes, it is assumed that up to ten requests for information will be made by the Contractor.

CONSULTANT shall assist the AGENCY in reviewing and responding to the Contractor's requests for substitution of materials and equipment during construction. CONSULTANT will review such requests and advise the AGENCY as to the acceptability of such substitutions.

Deliverables

- Monthly Progress Reports (eight reports assumed based on contract end date specified above).
- Preparation of Pre-Construction Conference Agenda and Materials.
- Preparation of Pre-Construction Conference Meeting Minutes.
- Pre-Construction Photographs.
- Preparation of Record of Materials.

- Preparation and maintenance of submittal response(s) and submittal log.
- Preparation of written responses to requests for information.
- RFI Log.

Assumptions

- The presence or duties of CONSULTANT's personnel at a construction site, whether as on-site representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to the AGENCY and/or the Contractors or other entities, and do not relieve the Contractors or any other entities of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- As the Construction Manager on this project, CONSULTANT's project authority shall be as prescribed for the Project Engineer in Section 1-05.2 of the Washington State *Standard Specifications for Road, Bridge, and Municipal Construction*, 2016 Edition. CONSULTANT has no authority to exercise any control over others' health and safety but will notify affected personnel of any site conditions posing an imminent danger to them which CONSULTANT observes.
- The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to the AGENCY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept, as reflected in the construction documents, has been implemented and preserved by the Contractor(s).
- The AGENCY agrees to include in all construction contracts any provisions providing Contractor indemnification of AGENCY for Contractor's negligence as equal indemnification of CONSULTANT and CONSULTANT personnel.
- The AGENCY shall require Contractor(s) to name AGENCY and CONSULTANT as additional insureds on the Contractor's general liability insurance policy.

Task 02 – Documentation and Project Control

2.1 Document Management

CONSULTANT will implement its system and set of procedures for managing, tracking, and storing all relevant documents between the Contractor, CONSULTANT, and AGENCY produced during the construction and closeout phases of the project that are in compliance with the requirements set forth by the funding agency. CONSULTANT will, in coordination with the AGENCY, maintain one set of hard copy records, suitably organized, of all relevant documentation that will be turned over to the AGENCY at the completion and final closeout of the project. CONSULTANT and the AGENCY will agree on what documentation will be provided to the AGENCY during the course of construction.

CONSULTANT will also implement its procedures for the logging and tracking of all relevant correspondence and documents. CONSULTANT will assist the AGENCY in monitoring all outstanding decisions, approvals, or responses required from the AGENCY.

CONSULTANT will assist the AGENCY with and will attend all Document Reviews conducted by the WSDOT Local Programs and the Washington State Department of Commerce for the Project, including any preliminary Document Review(s) during the construction of the Project, and a Project Management Review (PMR) after completion of the Project.

The CONSULTANT will review record drawings prepared by the Contractor, and will prepare and maintain a conformed set of field drawings based on Contractor-provided information and from inspection notes. The field record drawings will be verified for completeness and supplemented with inspection information. The CONSULTANT will then forward the final conformed field drawings to the Engineer of Record who will prepare the final record drawings.

2.2 Project Site Meetings

CONSULTANT will attend and facilitate weekly meetings with the Contractor and will prepare the agenda, keep meeting minutes, and the action item list for each of the weekly Project meetings. The CONSULTANT may also be required to attend and participate in weekly safety tool box meetings as conducted by the Contractor. No minutes will be provided for safety meetings, but will be noted in the inspector's daily report. For budgeting purposes it is assumed that up to ten (10) weekly project site meetings will be required.

2.3 Progress Payments

CONSULTANT will receive and review the Contractor's requests for payment. CONSULTANT will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. The CONSULTANT will track installed quantities, review Contractor's invoices for materials, and provide a monthly pay estimate for the AGENCY to make payment to the Contractor based on measured quantities of work performed for each bid item. CONSULTANT shall provide recommendations to the AGENCY as to the acceptability of the requests. CONSULTANT will advise the AGENCY as to the status of the total amounts requested, paid and remaining to be paid, under the terms of the contract for construction. CONSULTANT assumes four (4) requests for payment.

2.4 Correspondence and Communications

Minor Variations in the Work

The CONSULTANTS' Construction Observer will notify the AGENCY, via phone or email prior to issuing Field Directives, to confirm that variations fall within this authority of the CONSULTANTS' Construction Observer.

Coordinate Issuance of Changes

CONSULTANT will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. CONSULTANT will assist the AGENCY with negotiations of the proposal and, upon approval by the AGENCY, prepare final change order documents for execution by the AGENCY and Contractor. Up to two (2) AGENCY-initiated change orders are anticipated.

Review of Contractor's Requested Changes

CONSULTANT shall review all Contractor-requested changes to the contract for construction. CONSULTANT will make recommendations to the AGENCY regarding the acceptability of the Contractor's request and, upon

approval of the AGENCY, assist the AGENCY in negotiations of the requested change. Upon agreement and approval, CONSULTANT will prepare final change order documents. Up to two (2) Contractor-initiated change orders are anticipated.

Claims, Disputes and Change Orders

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

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

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

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

The CONSULTANT will coordinate emergency change order work as directed by the AGENCY.

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

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

Contractor's Schedule Submittal

CONSULTANT will review the Contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. CONSULTANT will advise the Contractor of any areas where the schedule is not in compliance with the contract for construction. CONSULTANT will provide comments to the AGENCY to assist the AGENCY in approving, accepting, or taking other action on the Contractor's schedule, in accordance with the contract for construction.

Contractor's Schedule Updates

The CONSULTANT will review and respond to the Contractor's updated construction schedule and compare with field-observed progress. The CONSULTANT will monitor and regularly report to the AGENCY regarding schedule compliance. If issues arise, the CONSULTANT will report to the AGENCY with suggested resolutions, and

coordinate with Contractor in the development of recovery schedules, as needed, to address delays caused by either events or issues within Contractor's control or other events or other issues beyond the Contractor's control.

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

Effect of Change Orders

CONSULTANT will review information submitted by the Contractor regarding the effect of proposed or issued change orders upon the construction schedule, duration, and completion date. CONSULTANT will advise the AGENCY as to the potential impact of proposed or issued change orders. CONSULTANT will assist the AGENCY in discussions with the Contractor concerning the potential impact of proposed or issued change orders.

Project Communication

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

Materials Testing

CONSULTANT will coordinate and manage all materials testing required on the Project. The CONSULTANT will document and evaluate results of testing, and address deficiencies. The CONSULTANT will use Otto Rosenau & Associates to perform necessary field and lab testing of structural concrete. All testing will be performed by the CONSULTANT'S sub consultant Otto Rosenau & Associates for those items requiring physical acceptance testing in accordance with the project plans and specifications. Testing will be done according to the Local Agency Guidelines (LAG) and the WSDOT *Construction Manual* (as modified by the LAG manual). Specifically, this includes Table 9-3.7 of the WSDOT *Construction Manual* as modified by Section 52.3 Quality Control of the LAG.

Deliverables

- Four Draft Requests for Payment (MS Word/Excel Format).
- Two Draft Change Order Files with correspondence, documentation, and back-up (MS Word/Excel Format).
- Change Order Log.
- Weekly Construction Meeting Minutes (MS Word Format).
- Communications Log.
- Issues Log.
- Meeting Agendas and Minutes for all Project Meetings.

Assumptions

- Design and engineering services for CONSULTANT to prepare drawings and specifications for issuance to the Contractor as part of significant AGENCY-initiated changes shall be considered as Additional Services, entitling CONSULTANT to additional compensation.
- CONSULTANT will receive and review the Contractor's requests for payment. CONSULTANT will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. It is assumed that no more than two (2) claims will be submitted by the Contractor during the CONSULTANT's period of performance. CONSULTANT will not issue decisions on Contractor claims or disputes. CONSULTANT will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.
- CONSULTANT's review of the Contractor's schedule and associated comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the Contract for construction.
- CONSULTANT will follow LAG procedures for Change Order review and documentation. AGENCY will execute final change order documents.

Task 03 – Construction Observation

CONSULTANT will conduct daily on-site inspections of the Contractor's construction methods, products, materials, and activities for conformance with the project plans, specifications, Contract Documents, submittals and applicable codes and design standards with the ROM. The CONSULTANT will provide a Lead Construction Observer that is assigned to the project for the duration of the project. The lead Construction Observer will be the AGENCY'S representative to coordinate and facilitate the Contractor's work with Utilities, and adjacent property owners on the project as the primary point of contact in the field for the AGENCY. The Lead Construction Observer will coordinate the preparation of the written field reports, diaries, or other records required of the construction observations, and transmit the required documentation to the CONSULTANT's Construction Manager within 24 hours. Any non-conformance, deviations, defects or deficiencies observed will be documented and communicated to the City.

The CONSULTANT will take daily photographs of the work in progress by the Contractor that will be made available to the AGENCY and CONSULTANT's Construction Manager within 24 hours of taking the photograph. Daily photographs will also document existing conditions that may relate to changed conditions or utility conflicts that are exposed.

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

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

The CONSULTANT will document all observed non-conforming work, and as necessary in conjunction with the Construction Administration and Inspection Team and make recommendations to the AGENCY for corrective measures. In addition the Construction Administration and Inspection Team will notify the Contractor immediately and proactively work with the Contractor to resolve such issues. Resolution of all nonconforming issues/items, will be tracked to ensure that corrective work is completed. As necessary, disputes will be elevated to the proper level.

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

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

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

Our scope of services includes **440 hours** (8 hours per day for 50 working days and 5 additional working days) of construction inspection services to be provided by the CONSULTANT.

Deliverables

- Daily Observation Reports.
- Field Note Records.
- Daily photographs.

Task 04 – Final Inspection and Closeout

Project Closeout

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

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

Substantial and Physical Completion

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

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

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

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

Assumptions

- There may be more than one correction lists sent to the contractor by AGENCY, but only one official "Punch List" for the project completion.
- CONSULTANT will provide Draft letters for completion and closeout. AGENCY will finalize documents for signature and transmit them to the appropriate party copying the CONSULTANT with the Final.

Deliverables

- Letter of Substantial Completion (MS Word Format).
- Punch List (MS Word Format).
- Letter of Physical Completion (MS Word Format).
- Recommendation of Final Acceptance Letter.
- Final Pay Request (MS Word/Excel Format).
- Final Contract Voucher (MS Word Format).
- Notice of Completion of Public Works Contract (MS Word/Excel Format).
- Notice of Final Acceptance/Completion (MS Word Format).
- Post-Construction Photographs (digital format).
- Construction Record Drawings.
- All Project Records at the Completion of the Contract.

Task 05 – Materials Testing

Otto Rosenau & Associates will provide materials testing services for the project. Their scope of services and budget detail sheet is attached for reference.



OTTO ROSENAU & ASSOCIATES, INC.

Geotechnical Engineering, Construction Inspection & Materials Testing

6747 M. L. King Way South, Seattle, Washington 98118-3216 USA
 Tel: (206) 725-4600 • Toll Free: (888) OTTO-4-US • Fax: (206) 723-2221
 WBE W2F5913684 • WABO Registered Agency • Website: www.ottorosenau.com

August 3, 2016
 Proposal No.: 16-0658-1R

Austin Fisher, P.E.
 Parametrix, Inc.
 1019 39th Avenue SE, Suite 100
 Puyallup, WA 98374

**Re: Construction Inspection and Materials Testing Services
 Woodmont School Walkway Improvements
 S. 268th Street from 16th Avenue S. to 19th Avenue S.
 Des Moines, Washington**

Dear Mr. Fisher:

Otto Rosenau & Associates, Inc. (ORA) is pleased to provide you and your firm with this revised proposal to provide special inspection and materials testing services in support of the referenced project. This proposal presents a project description, scope of work, and proposed fee. All work will be performed in accordance with the attached Terms, Definitions, and General Conditions.

PROJECT DESCRIPTION: The project involves construction of new curbs, gutters, and walkways, as well as new paving.

SCOPE OF WORK: The architect, civil engineer, structural engineer, and applicable building codes dictate which elements of the project require inspection or testing. Based on our understanding of your project, the anticipated scope of work for the testing and inspection services includes, but is not limited to, the following items:

- Soils compaction
- Asphalt compaction

ORA proposes to provide appropriately licensed and qualified engineers or inspectors to perform the inspection and testing tasks. The results of field tests and inspections will be communicated to the owner's and contractor's representative as soon as practical. Items that do not conform to the project specifications will be logged and tracked until corrective action is completed. Handwritten reports will be prepared and left on-site after each inspection. Typewritten reports will be distributed to the appropriate project team members and jurisdiction.

PROPOSED FEE: Otto Rosenau and Associates, Inc. propose to provide the above described services on a unit fee basis where we will charge only for the services we perform. Our unit fees are presented on the attached Fee Schedule.

Based on our review of the project drawings and specifications dated June 2016 and on our past experience on similar projects, we suggest a budget of **\$6,418.08** be established for the inspection and testing services. The actual total fee for inspection and testing services is dependent on the efficiency, performance, and schedule of the general contractor, subcontractors, and material suppliers.

Otto Rosenau & Associates, Incorporated
Geotechnical Engineering, Construction Inspection & Materials Testing

Parametrix, Inc.
Woodmont School Walkway Improvements
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SCHEDULE: We are prepared to begin work on your project as required by the construction schedule. Appropriate personnel will be dispatched to the project on an on-call basis in response to requests from the authorized field representative. Though we may be able to respond to last minute or emergency calls for inspection, we request 48 hours' notice for inspections.

CLOSURE: Thank you for this opportunity to work with you on your project. If this proposal is accepted, please indicate so by signing and returning one copy to us via fax (206-723-2221), email (accounting@ottorosenau.com), or mail as an authorization to proceed.

This proposal, including the Terms, Definitions, and General Conditions and proposed unit fees, is accepted by:

Company Name

Signature

Date

Printed Name and Title

We look forward to working with you. If you have any questions, please contact me at (206) 725-4600.

Very truly yours,
OTTO ROSENAU & ASSOCIATES, INC.



Judi Rosenau-Payseno
President

JRP:kr

Attachments: Estimated Budget
 Fee Schedule
 Terms, Definitions, and General Conditions

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ESTIMATED BUDGET

Description of Services	Quantity	Unit	Fee	Extension
Soils Compaction Testing - Assumes 5 trips	25	Hr	\$72.00	\$1,800.00
Soil Grain Size Distribution (Sieve Analysis; D422)	2	Ea	\$96.00	\$192.00
Soil Moisture-Density Relationship (Proctor; D1557)	2	Ea	\$191.00	\$382.00
Sand Equivalent Test (D2419)	2	Ea	\$120.00	\$240.00
Fracture Face Count (WSDOT 103)	2	Ea	\$38.00	\$76.00
Asphalt Compaction Testing - Assumes 4 inspection trips and 2 sample pick-up trips	40	Hr	\$72.00	\$2,880.00
Asphalt Rice Density (D6307/ WSDOT T-209)	2	Ea	\$89.00	\$178.00
Asphalt Oil Content by Ignition with Gradation	2	Ea	\$196.00	\$392.00
Associated Mileage (Portal to Portal) - Assumes 11 trips x 32 miles/round-trip	352	Mile	\$0.54	\$190.08
Final Inspection/Review/Report	1	Hr	\$88.00	\$88.00
Project Management (Report Review, Inspector Supervision)	2.75	Hr		No Charge
Administrative (Report Typing and Distribution)	2.75	Hr		No Charge
Total Estimated Budget:				\$6,418.08

Notes:

- 1) Additional services are available, and will be provided upon request, at our published rates and fees.

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FEE SCHEDULE

Description of Services	Unit	Fee
I. Labor (Personnel) Rates:		
Administrative Staff – Standard Report Typing & Distribution	Hour	No Charge
Project Manager – Standard Report Review & Inspector Supervision	Hour	No Charge
Project Manager – Attend Meetings, Consultation, etc. (If Required)	Hour	\$88.00
Geotechnical Engineer (P.E.)	Hour	\$134.00
Geologist	Hour	\$100.00
Engineering Technician	Hour	\$88.00
Soils/Asphalt Compaction Testing Technician	Hour	\$72.00
Special Inspector: a) Reinforced Concrete (Includes Reinforcing Steel) b) Prestressed Concrete c) Shotcrete d) Reinforced Masonry e) Proprietary Anchors – Epoxy, Expansion Anchors, etc. f) Lateral Framing – Nailing, Straps, etc. g) Miscellaneous – Spray-Applied Fireproofing, Seismic Ties, etc.	Hour	\$67.00
Structural Steel and Welding Inspector	Hour	\$72.00
Nondestructive Testing Technician (UT/MT/PT)	Hour	\$76.00
Certified Welding Inspector/ Consultant (American Welding Society – CWI)	Hour	\$76.00
Pull Testing Technician (2-Man Crew)	Hour	\$156.00
II. Laboratory (Materials) Testing:		
Soil Grain Size Distribution – Sieve Analysis (D422)	Each	\$96.00
Soil Moisture-Density Relationship – Proctor (D1557)	Each	\$191.00
Sand Equivalent Test (D2419)	Each	\$120.00
Fracture Face Count (WSDOT 103)	Each	\$38.00
Asphalt Oil Content by Ignition with Gradation	Each	\$196.00
Asphalt Rice Density (D2041/ WSDOT T-209)	Each	\$89.00
Compressive Strength Test – Concrete Cylinders/ Grout/ Mortar (C39/C109/C1019)	Each	\$18.00
Concrete Aggregate Gradation (Fine/Coarse)	Each	\$96.00
Masonry Prisms/Concrete Masonry Units (C1314)	Each	\$100.00
Shotcrete Test Panel (Includes 4 Cores; C1140)	Each	\$200.00
Sawcutting of Test Specimens	Each	\$6.00
III. Miscellaneous/Reimbursable Expenses:		
Associated Mileage (IRS Prevailing Mileage Rate Portal to Portal)	Mile	\$0.54
Project Associated Reimbursable Items (e.g. Parking Fees, Consumable Safety Gear, Cure Box, Temperature Recording Device, Subcontractor Services, etc.)	Lot	Cost + 15%
Final Inspection/Review/Report	Hour	\$88.00

Note: Additional services are available, and will be provided upon request, at our published rates and fees.

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TERMS, DEFINITIONS, AND GENERAL CONDITIONS

1. Scope of Work

Otto Rosenau and Associates, Inc. (herein "ORA") is performing inspection, materials testing, geotechnical engineering, or other services performed by ORA as described in its proposal accepted by Client, (herein the "Work"), which shall be subject to these Terms, Definitions, and General Conditions. The Client accepts sole responsibility for determining whether the quantity and nature of the Work ordered by Client is adequate and sufficient for Client's needs.

2. Notification of Work and Access to Site

Advance notification for inspection and testing services is the responsibility of the Client and/or its representative. Inspection or testing services should be requested as far in advance as practical (preferably a minimum of two business days notification). The Client shall arrange and provide safe access to the site as required for ORA to perform the Work.

3. Schedule of Work

ORA's Work will be accomplished in a timely, workmanlike manner by ORA or its subcontractor at the prices or fees quoted. If ORA is required to delay commencement of the Work or if it is required to stop or interrupt the progress of its Work as a result of changes in scope requested for any reason by the Client, interruptions in the progress of construction, or causes beyond the control of ORA, additional charges may be applicable and payable by the Client.

4. Estimated Budgets

Whenever applicable and unless stated in our fee schedule, estimated budgets do not include overtime hours, re-inspections or retests of deficiencies, or services provided beyond our original scope. Our actual total fee will be determined on a unit-fee basis wherein we will charge only for work performed. The construction schedule and the performance of the general contractor, sub-contractors, and material suppliers will directly impact our actual total fee.

5. Hours of Operation

Regular work hours for ORA personnel are an eight hour shift between 6:00 am and 6:00 pm Monday through Friday, except for holidays. The holidays recognized are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. In the event the holiday falls on a Saturday, the preceding Friday will be observed and in the event the holiday falls on a Sunday, the observance is recognized on Monday.

6. Labor Rates and Minimum Charge

For work on Saturdays, in excess of eight hours Monday through Friday, or for work performed before 6:00 am or after 6:00 pm, a premium rate of 1.5 times the regular rate will be charged. For work on Sundays, holidays, in excess of eight hours on Saturdays, and in excess of twelve hours Monday through Friday, a premium rate of 2.0 times the regular rate will be charged. All services are portal to portal from ORA's facility.

There shall be a three hour minimum charge per trip during regular work hours, a four hour minimum charge per trip for weekend and holiday, and an eight hour minimum charge per trip for night shifts. The applicable labor rate will apply depending upon the day/shift demand.

Late cancellations (less than 3 business hours' notice for day shift or 24 hours' notice for night shift) will be charged 50% of the minimum charge at the applicable rate.

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Test samples may be required to remain on the jobsite undisturbed for 24 to 48 hours as per the codes, standards, or specifications and will be picked up as designated. All samples, including hold samples, tested or not, shall be charged at the published rate. The Client will be invoiced portal to portal at the applicable labor rate. Laboratory rush samples will be invoiced at 1.5 times the standard test rate.

The client agrees that the labor rates quoted shall be increased annually in proportion to the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

7. Invoicing and Payment

Client shall be invoiced once each month for work performed during the preceding month. If an invoice is disputed, the Client must provide written notice within fourteen (14) calendar days, indicating all disputed amounts and reason Client believes amount to be in error. Client waives the right to dispute any invoice following this fourteen (14) day period.

ORA accepts the following methods of payment: cash, check, or credit card (Visa, MasterCard, or Discover Card). Client agrees to pay each invoice within 30 days of the date rendered. Failure of Client to make payments within thirty (30) days of invoice shall constitute a full release of ORA from any and all claims which Client may have, whether in contract, in tort, or otherwise, whether known or unknown at the time. A service charge of one and a half percent per month will be added to all delinquent accounts. Invoices not paid within 60 days may result in ORA stopping Work until such invoices rendered are paid in full. Where legal action including assertion of lien rights becomes necessary to obtain payment for services provided, Client agrees to pay all collection costs, including any and all attorney's fees.

8. Final Letter of Completion

ORA will issue final letter of completion to the building department when requested by the Client or its representative. The Client understands that the final letter will be submitted only when all invoices have been paid in full. A guarantee that the Contractor has constructed the project in full accordance with the approved plans and specifications is neither intended nor implied.

9. Hazardous Materials

The Client, landowner, and its agents shall accept sole responsibility to notify appropriate agencies in regard to any hazardous substances discovered by ORA on the project site. ORA is expressly relieved from any obligations to report the presence of hazardous substances to any and all regulatory agencies.

10. Indemnification

ORA has not included in its fee and is not responsible for the cost of restoration of damage that may occur due to Work performed. Client agrees to indemnify and save ORA harmless from all claims, suits, losses, costs and expenses including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ORA's Work or arising from subsurface or latent conditions or damage to subsurface structures, lines, or conduits. In return, ORA agrees to indemnify and hold Client harmless from any and all claims, suits, costs, and expenses subject to the foregoing limitations, including reasonable attorney's fees and court costs, but only to the extent of ORA's negligence. Client shall provide same protection to ORA to the extent of its negligence.

In the event that client or its principals shall bring suit, cause of action, claim, or counterclaim against ORA, the party initiating such action shall pay to ORA the costs and expenses incurred by ORA to investigate, answer, and defend itself including reasonable attorney's fees, witness fees and court costs to the extent that ORA shall prevail in such suit. Notwithstanding any other provision herein, should ORA or any of its employees be found to have been negligent in performing services or work, client and all parties claiming as a

Parametrix, Inc.
Woodmont School Walkway Improvements
Proposal No.: 16-0658-1R
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result thereof agree that the maximum aggregate amount of liability of ORA and its officers, employees, and agents shall be limited to the total amount of the fee paid to ORA for its Work.

ORA may engage the services of other contractors/consultants on behalf of Client for the provision of professional services. ORA shall be held harmless, and assumes no liability, for the services of said contractor/consultant. As such, ORA shall be held harmless from any claim which may arise out of the actions of the contractor/consultant.

11. Insurance

ORA is covered by General/Professional Liability Insurance for bodily injury and property damage arising directly from our negligent acts or omissions. If Client requires additional coverage beyond our limits, ORA will obtain additional insurance to the limits the Client requests at the Client's expense.

If additional insured status is required by written contract, only those parties that we are actually doing work for directly would be eligible for coverage as an additional insured on our policy.

12. Provisions

Client agrees it will not engage or employ any employees of ORA for a minimum of two years after completion of ORA services for this project.

A fuel surcharge will apply if average price of regular unleaded fuel exceeds \$3.50 per gallon.

The ordering of work from ORA or use of any reports or information provided by ORA shall constitute acceptance of the terms of ORA's proposal and these terms and conditions.

All quotations are based upon standard non-overtime hourly rates. Unless otherwise agreed, this proposal terminates in 90 calendar days from the date of issue unless accepted in writing within said 90 days.

Concrete test specimens will be made according to ASTM C31 with the exception of sections 10.1.2 and 12.1.5. These items refer to initial curing of the samples. If the client would like the samples cured in accordance to these sections, arrangements can be made (applicable fees apply) to provide a cure box/tank, temperature recorders, etc. Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of test.

ORA may dispose of project inspection files after a period of ten years. Client may request in writing to extend the file retention period or obtain custody in lieu of disposal, subject to mutual agreement upon a retention/custody agreement, including fees to be paid ORA.

13. Entire Agreement

This agreement constitutes the entire understanding of the parties and there are no representations, warranties or understandings made other than those as set forth herein. This agreement may be modified only in writing, signed by each of the parties. No work can be performed prior to written acceptance of this proposal.

Client: City of Des Moines
Project: TA 2016-03.01 Woodmont Walkway

Woodmont School Walkway Improvements
Construction Management Services
Amendment 2 - Budget Summary

Budget Summary	Direct Salary Cost	Overhead DSC * 184.88	DSC + OH	Fee Amount DSC * 30.00	Total Including Fee	Expenses	Subconsultants	Total
PHASE: 03 CONSTRUCTION SERVICES								
Task: 01 Construction Management								
General Project Management	933.10	1,725.12	2,658.22	279.93	2,938.15	0.00	0.00	2,938.15
Precon Conference	817.10	1,510.65	2,327.75	245.13	2,572.88	0.00	0.00	2,572.88
Record of Materials	1,158.70	2,142.20	3,300.90	347.61	3,648.51	0.00	0.00	3,648.51
RFIs	1,240.22	2,292.92	3,533.14	372.07	3,905.21	0.00	0.00	3,905.21
Task: 02 Documentation & Project Control								
Document Management	2,007.54	3,711.54	5,719.08	602.26	6,321.34	0.00	0.00	6,321.34
Weekly Meetings (10)	1,829.13	3,381.70	5,210.83	548.74	5,759.57	0.00	0.00	5,759.57
Progress Payments (4)	999.32	1,847.54	2,846.88	299.80	3,146.68	0.00	0.00	3,146.68
Corr. & Communication	2,395.71	4,429.19	6,824.90	718.71	7,543.61	0.00	0.00	7,543.61
Task: 03 Construction Observation	15,204.12	28,109.38	43,313.50	4,561.24	47,874.74	0.00	0.00	47,874.74
Task: 04 Final Inspection & Closeout								
Final Inspection & Closeout	1,675.19	3,097.09	4,772.28	502.56	5,274.84	0.00	0.00	5,274.84
Record Drawings	710.20	1,313.02	2,023.21	213.06	2,236.27	0.00	0.00	2,236.27
Task: 05 SUB Materials Testing	0.00	0.00	0.00	0.00	0.00	0.00	6,419.00	6,419.00
Task: EXP Expenses	0.00	0.00	0.00	0.00	0.00	2,158.92	0.00	2,158.92

Project Totals: \$28,970.33 \$53,560.35 \$82,530.69 \$8,691.11 \$91,221.80 \$2,158.92 \$6,419.00 \$99,799.72

Client: City of Des Moines
Project: TA 2016-03.01 Woodmont Walkway

**Woodmont School Walkway Improvements
Construction Management Services
Amendment 2 - Budget Detail**

Burdened Rates:

Phase	Task	Description	Labor Dollars	Labor Hours	Sr Consultant Austin Fisher	Sr Construction Manager Ronan M. Bennett	Designer III John M. Betzvog	Project Controls Specialist Tammy R. Seymour	Project Controls Specialist Christy Pope	Sr Publications Specialist Amanda B. Lucas	Project Accountant Michelle Langt
03		Construction Services									
	01	Construction Management	\$13,064.75	103	14	8	20	46	8	3	4
		General Project Management	\$2,938.15	21	6				8	3	4
		Precon Conference	\$2,572.88	18	2	6	4	6			
		Record of Materials	\$3,648.51	34		2		32			
		RFIs	\$3,905.21	30	6		16	8			
	02	Documentation & Project Control	\$22,771.20	178		52		126			
		Document Management	\$6,321.34	60				60			
		Weekly Meetings (10)	\$5,759.57	40		20		20			
		Progress Payments (4)	\$3,146.68	24		8		16			
		Corr. & Communication	\$7,543.61	54		24		30			
	03	Construction Observation	\$47,874.74	440			440				
	04	Final Inspection & Closeout	\$7,511.11	56	4	12	24	16			
		Final Inspection & Closeout	\$5,274.84	38	2	12	8	16			
		Record Drawings	\$2,236.27	18	2		16				
	05SUB	Materials Testing	(see below)								
	EXP	Expenses	(see below)								
Labor Totals:			\$91,221.80	777	18	72	484	188	8	3	4
Escalation Amt:			\$189.52		\$65.64	\$298.82	\$1,218.15	\$370.64	\$20.90	\$6.54	\$8.46
					\$4,212.84	\$13,137.86	\$52,638.31	\$19,710.20	\$886.18	\$277.47	\$358.74

SUBCONSULTANTS

Subconsultant Name	Amount
Otto Rosenau & Associates Inc	\$6,419.00
Subconsultant Total:	\$6,419.00

DIRECT EXPENSES:

Description	Amount
Mileage	\$2,158.92
Expense Total:	\$2,158.92

Project Total:	\$99,799.72
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Schedule A - Woodmont School Walkway Improvements
 Bid Tabulation Bid Opening: 2:15 p.m., Thursday, July 21, 2016

Engineer's Estimate				DPK, Inc.				Northwest Cascade, Inc.				Road Trucking & Excav, Inc.				W.S. Construction LLC			
ITEM NO.	UNIT	QUAN.	SPEC SECTION	DESCRIPTION	UNIT PRICE	TOTAL PRICE		UNIT PRICE	TOTAL PRICE			UNIT PRICE	TOTAL PRICE			UNIT PRICE	TOTAL PRICE		
A-1	FA	1	1-04	Unanticipated Site Conditions	\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00			\$15,000.00	\$15,000.00			\$15,000.00	\$15,000.00		
A-2	LS	1	1-05	Record Drawings (Min. Bid \$500)	\$1,000.00	\$1,000.00		\$500.00	\$500.00			\$1,000.00	\$1,000.00			\$500.00	\$500.00		
A-3	LS	1	1-06	Roadway Surveying	\$15,000.00	\$15,000.00		\$12,500.00	\$12,500.00			\$12,500.00	\$12,500.00			\$10,000.00	\$10,000.00		
A-4	LS	1	1-07	SPCC Plan	\$1,000.00	\$1,000.00		\$500.00	\$500.00			\$500.00	\$500.00			\$750.00	\$750.00		
A-5	LS	1	1-08	Modification	\$59,083.00	\$59,083.00		\$65,000.00	\$65,000.00			\$50,000.00	\$50,000.00			\$80,000.00	\$80,000.00		
A-6	LS	1	1-10	Traffic Control Supervisor	\$5,000.00	\$5,000.00		\$19,000.00	\$19,000.00			\$2,500.00	\$2,500.00			\$35,000.00	\$35,000.00		
A-7	HR	480	1-10	Flaggers and Spotters	\$55.00	\$26,400.00		\$48.50	\$23,280.00			\$48.00	\$22,880.00			\$60.00	\$28,800.00		
A-8	LS	1	1-10	Project Temporary Traffic Control	\$20,000.00	\$20,000.00		\$4,800.00	\$4,800.00			\$5,200.00	\$5,200.00			\$15,000.00	\$15,000.00		
A-9	LS	1	2-01	Cleaning and Grubbing	\$7,500.00	\$7,500.00		\$11,000.00	\$11,000.00			\$7,500.00	\$7,500.00			\$7,500.00	\$7,500.00		
A-10	FA	1	2-01	Roadside Cleanup	\$1,500.00	\$1,500.00		\$1,500.00	\$1,500.00			\$1,500.00	\$1,500.00			\$1,500.00	\$1,500.00		
A-11	LS	1	2-02	Removal of Structure and Obstruction	\$6,500.00	\$6,500.00		\$15,000.00	\$15,000.00			\$10,000.00	\$10,000.00			\$15,000.00	\$15,000.00		
A-12	Each	30	2-02	Portable Existing Utility	\$375.00	\$11,250.00		\$400.00	\$12,000.00			\$250.00	\$7,500.00			\$100.00	\$3,000.00		
A-13	Each	4	2-02	Removing Drainage Structure	\$300.00	\$1,200.00		\$600.00	\$2,400.00			\$500.00	\$2,000.00			\$500.00	\$2,000.00		
A-14	LF	600	2-02	Removing Storm Pipe	\$15.00	\$9,000.00		\$20.00	\$12,000.00			\$10.00	\$6,000.00			\$7.00	\$4,200.00		
A-15	LF	390	2-02	Removing Cement Conc. Curb and Gutter	\$10.00	\$3,900.00		\$8.50	\$3,315.00			\$10.00	\$3,900.00			\$7.00	\$2,730.00		
A-16	SY	76	2-02	Removing Cement Conc. Sidewalk	\$18.00	\$1,368.00		\$8.00	\$608.00			\$20.00	\$1,520.00			\$50.00	\$3,800.00		
A-17	SY	3,755	2-02	Removing Asphalt Conc. Pavement	\$7.00	\$26,285.00		\$8.00	\$30,040.00			\$7.00	\$26,285.00			\$20.00	\$75,100.00		
A-18	CY	50	2-03	Unstable Foundation Excavation Incl. Haul	\$25.00	\$1,250.00		\$25.00	\$1,250.00			\$30.00	\$1,500.00			\$50.00	\$2,500.00		
A-19	LS	1	2-03	Roadway Excavation Incl. Haul	\$26,000.00	\$26,000.00		\$68,000.00	\$68,000.00			\$40,000.00	\$40,000.00			\$30,000.00	\$30,000.00		
A-20	Ton	900	2-03	Gravel Borrow Incl. Haul	\$27.00	\$24,300.00		\$28.00	\$25,200.00			\$30.00	\$27,000.00			\$25.00	\$22,500.00		
A-21	LS	1	2-09	Shoring or Extra Excavation Class B	\$7,500.00	\$7,500.00		\$4,800.00	\$4,800.00			\$500.00	\$500.00			\$750.00	\$750.00		
A-22	Ton	1,085	4-04	Crushed Surfacing Top Course	\$40.00	\$43,200.00		\$30.00	\$31,950.00			\$30.00	\$31,950.00			\$75.00	\$81,750.00		
A-23	Ton	645	5-04	4"MA CL 112 In. PG 64-22	\$95.00	\$61,275.00		\$102.00	\$65,790.00			\$175.00	\$112,875.00			\$85.00	\$54,825.00		
A-24	LF	722	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam Incl. Trench	\$65.00	\$46,930.00		\$91.00	\$65,702.00			\$40.00	\$28,880.00			\$18.00	\$12,996.00		
A-25	LF	193	7-04	Puctle Iron Storm Sewer Pipe 12 In. Diam. Incl. Trench	\$75.00	\$14,475.00		\$95.00	\$18,335.00			\$60.00	\$11,580.00			\$50.00	\$9,650.00		
A-26	Each	3	7-04	Connection to Drainage Structure	\$350.00	\$1,050.00		\$1,775.00	\$5,325.00			\$800.00	\$2,400.00			\$450.00	\$1,350.00		
A-27	Each	2	7-04	Connection to Drainage Pipe	\$350.00	\$700.00		\$1,550.00	\$4,650.00			\$900.00	\$2,700.00			\$300.00	\$900.00		
A-28	LF	15	7-04	PVC SDR 35 Drain Pipe 6 In. Diam Incl. Trench	\$65.00	\$975.00		\$200.00	\$3,000.00			\$60.00	\$900.00			\$65.00	\$975.00		
A-29	Each	13	7-05	Catch Basin Type 1	\$1,200.00	\$15,600.00		\$1,300.00	\$16,900.00			\$1,200.00	\$15,600.00			\$1,700.00	\$22,100.00		
A-30	Each	3	7-05	Catch Basin Type 1L	\$1,750.00	\$5,250.00		\$1,600.00	\$4,800.00			\$1,400.00	\$4,200.00			\$1,700.00	\$5,100.00		
A-31	Each	1	7-05	Catch Basin Type 2 48 In. Diam.	\$3,250.00	\$3,250.00		\$2,500.00	\$2,500.00			\$2,500.00	\$2,500.00			\$2,300.00	\$2,300.00		
A-32	Each	1	7-05	Catch Basin Type 2 54 In. Diam.	\$3,500.00	\$3,500.00		\$4,000.00	\$4,000.00			\$3,500.00	\$3,500.00			\$2,300.00	\$2,300.00		
A-33	Each	4	7-05	Adjust Catch Basin	\$500.00	\$2,000.00		\$340.00	\$1,360.00			\$400.00	\$1,600.00			\$600.00	\$2,400.00		
A-34	Each	1	7-06	Plugging Existing Pipe	\$300.00	\$300.00		\$425.00	\$425.00			\$250.00	\$250.00			\$750.00	\$750.00		
A-35	CY	25	7-08	Removal and Replacement of Unsuitable Material	\$75.00	\$1,875.00		\$115.00	\$2,875.00			\$25.00	\$625.00			\$150.00	\$3,750.00		
A-36	LS	1	8-01	Erosion/Water Pollution Control	\$5,000.00	\$5,000.00		\$17,600.00	\$17,600.00			\$1,500.00	\$1,500.00			\$12,500.00	\$12,500.00		
A-37	Day	30	8-01	ESC Lead	\$75.00	\$2,250.00		\$85.00	\$2,550.00			\$100.00	\$3,000.00			\$75.00	\$2,250.00		
A-38	LF	1,592	8-01	Silt Fence	\$3.00	\$4,776.00		\$3.00	\$4,776.00			\$5.00	\$7,960.00			\$1.40	\$2,228.80		
A-39	Each	12	8-01	Inlet Protection	\$125.00	\$1,500.00		\$77.00	\$924.00			\$100.00	\$1,200.00			\$50.00	\$600.00		
A-40	CY	76	8-02	Top Soil Type A	\$75.00	\$5,700.00		\$93.00	\$7,068.00			\$50.00	\$3,800.00			\$48.50	\$3,762.00		
A-41	SY	452	8-02	Seeding, Fertilizing, and Mulching	\$5.00	\$2,260.00		\$2.25	\$1,017.00			\$2.00	\$904.00			\$14.95	\$6,758.00		
A-42	SY	228	8-02	Sod Installation	\$10.00	\$2,280.00		\$16.00	\$3,648.00			\$17.00	\$3,842.00			\$26.00	\$5,935.00		
A-43	LF	2,076	8-04	Cement Conc. Traffic Curb and Gutter	\$25.00	\$51,900.00		\$17.00	\$35,275.00			\$20.00	\$41,500.00			\$50.00	\$103,000.00		
A-44	SY	280	9-06	Cement Conc. Driveway Entrance Type 1	\$55.00	\$15,400.00		\$67.00	\$18,820.00			\$60.00	\$16,800.00			\$100.00	\$28,000.00		
A-45	SY	47	8-06	Concrete Pavement for Driveways	\$40.00	\$1,880.00		\$85.00	\$3,985.00			\$75.00	\$3,525.00			\$350.00	\$16,450.00		
A-46	Each	3	8-13	Adjust Monument Case and Cover	\$500.00	\$1,500.00		\$450.00	\$1,350.00			\$1,000.00	\$3,000.00			\$100.00	\$300.00		
A-47	Each	1	8-13	Monument Case and Cover	\$1,000.00	\$1,000.00		\$1,800.00	\$1,800.00			\$1,000.00	\$1,000.00			\$700.00	\$700.00		
A-48	SY	800	8-14	Cement Conc. Sidewalk	\$30.00	\$24,000.00		\$35.00	\$28,000.00			\$40.00	\$32,000.00			\$40.00	\$32,000.00		
A-49	Each	4	8-14	Cement Conc. Sidewalk Ramp Type Parallel A	\$2,000.00	\$8,000.00		\$1,400.00	\$5,600.00			\$1,800.00	\$7,200.00			\$1,500.00	\$6,000.00		
A-50	Each	9	8-14	Cement Conc. Sidewalk Ramp Type Parallel B	\$2,000.00	\$18,000.00		\$2,400.00	\$21,600.00			\$1,800.00	\$16,200.00			\$1,500.00	\$13,500.00		
A-51	Each	4	8-18	Mailbox Support Type 2	\$300.00	\$1,200.00		\$400.00	\$1,600.00			\$500.00	\$2,000.00			\$300.00	\$1,200.00		

Schedule A - Woodmont School Walkway Improvements
Bid Tabulation Bid Opening: 2:15 p.m., Thursday, July 21, 2016

ITEM NO.	UNIT	QUAN.	SPEC SECTION	DESCRIPTION	Engineer's Estimate	
					UNIT PRICE	TOTAL PRICE
A-52	Each	14	8-18	Reinstate Mailbox	\$150	\$2,100.00
A-53	Each	1	8-18	Reinstate Security Mailbox	\$1,000	\$1,000.00
A-54	Each	2	8-20	Radar Feedback Sign	\$15,000	\$30,000.00
A-55	LS	1	8-21	Permanent Signage	\$1,000	\$1,000.00
A-56	LF	87	8-22	Plastic Shop Line	\$10	\$870.00
A-57	Per 100	2	9-21	Raised Pavement Markers	\$400	\$800.00
Base Bid Total					\$	646,928.00

Sealed bids were opened at the Public Works Service Center, 2255 South 223rd Street, Des Moines, WA 98198 at 2:15 p.m. on Thursday, July 21, 2016.

I hereby certify that, to the best of my knowledge, the above tabulations are a true and correct transcription of the unit prices and total amount bid.


Austin R. Fisher, P.E.

DPK, Inc.		
UNIT PRICE	TOTAL PRICE	
\$200.00	\$	2,800.00
\$550.00	\$	550.00
\$8,200.00	\$	18,400.00
\$2,000.00	\$	2,000.00
\$21.00	\$	1,827.00
\$855.00	\$	1,770.00
	\$	716,381.00

Northwest Cascade, Inc.		
UNIT PRICE	TOTAL PRICE	
\$400.00	\$	5,600.00
\$1,000.00	\$	1,000.00
\$13,200.00	\$	26,400.00
\$3,550.00	\$	3,550.00
\$20.00	\$	1,740.00
\$575.00	\$	1,150.00
	\$	738,548.00

Reed Trucking & Excav, Inc.		
UNIT PRICE	TOTAL PRICE	
\$300.00	\$	4,200.00
\$1,200.00	\$	1,200.00
\$15,000.00	\$	30,000.00
\$2,500.00	\$	2,500.00
\$25.00	\$	2,175.00
\$1,000.00	\$	2,000.00
	\$	649,051.00

W.S. Contractions LLC		
UNIT PRICE	TOTAL PRICE	
\$150.00	\$	2,100.00
\$200.00	\$	200.00
\$13,800.00	\$	27,600.00
\$15,000.00	\$	15,000.00
\$21.00	\$	1,827.00
\$1,200.00	\$	2,400.00
	\$	741,772.10

BID PROPOSAL FORM**Woodmont School Walkway Improvements**

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

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

The undersigned bidder hereby agrees to start construction within ten (10) days after the issue of the Notice to Proceed, and to complete the contract within 110 working days thereafter. This period shall be known as the "Contract Time" for the purposes of the project.

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

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

The City reserves the right to not award the project.

The Owner will correct obvious mathematical errors in bid proposals.

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

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

SCHEDULE A WOODMONT SCHOOL WALKWAY IMPROVEMENTS

Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
A-1	1-04	Unanticipated Site Conditions	FA	1	\$15,000	\$15,000
A-2	1-05	Record Drawings (Min. Bid \$500)	LS	1	\$ 1,000	\$ 1,000
A-3	1-05	Roadway Surveying	LS	1	\$ 12,000	\$ 12,000
A-4	1-07	SPCC Plan	LS	1	\$ 500	\$ 500
A-5	1-09	Mobilization	LS	1	\$ 50,000	\$ 50,000
A-6	1-10	Traffic Control Supervisor	LS	1	\$ 2,500	\$ 2,500
A-7	1-10	Flaggers and Spotters	HR	480	\$ 46	\$ 22,080
A-8	1-10	Project Temporary Traffic Control	LS	1	\$ 5,200	\$ 5,200
A-9	2-01	Clearing and Grubbing	LS	1	\$ 7,500	\$ 7,500
A-10	2-01	Roadside Cleanup	FA	1	\$1,500	\$1,500
A-11	2-02	Removal of Structure and Obstruction	LS	1	\$ 10,000	\$ 10,000
A-12	2-02	Pothole Existing Utility	Each	30	\$ 250	\$ 7,500
A-13	2-02	Removing Drainage Structure	Each	4	\$ 500	\$ 2,000
A-14	2-02	Removing Storm Pipe	LF	600	\$ 10	\$ 6,000
A-15	2-02	Removing Cement Conc. Curb and Gutter	LF	390	\$ 10	\$ 3,900
A-16	2-02	Removing Cement Conc. Sidewalk	SY	76	\$ 20	\$ 1,520
A-17	2-02	Removing Asphalt Conc. Pavement	SY	3,755	\$ 7	\$ 26,285
A-18	2-03	Unsuitable Foundation Excavation Incl. Haul	CY	50	\$ 30	\$ 1,500
A-19	2-03	Roadway Excavation Incl. Haul	LS	1	\$ 40,000	\$ 40,000
A-20	2-03	Gravel Borrow Incl. Haul	Ton	900	\$ 30	\$ 27,000
A-21	2-09	Shoring or Extra Excavation Class B	LS	1	\$ 500	\$ 500
A-22	4-04	Crushed Surfacing Top Course	Ton	1,065	\$ 30	\$ 31,950
A-23	5-04	HMA CL 1/2 In. PG 64-22	Ton	645	\$ 175	\$ 112,875
A-24	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam Incl. Trench	LF	722	\$ 40	\$ 28,880
A-25	7-04	Ductile Iron Storm Sewer Pipe 12 In. Diam. Incl. Trench	LF	193	\$ 60	\$ 11,580
A-26	7-04	Connection to Drainage Structure	Each	3	\$ 800	\$ 2,400
A-27	7-04	Connection to Drainage Pipe	Each	2	\$ 600	\$ 1,200
A-28	7-04	PVC SDR 35 Drain Pipe 6 In. Diam Incl. Trench	LF	15	\$ 60	\$ 900
A-29	7-05	Catch Basin Type 1	Each	13	\$ 1,200	\$ 15,600
A-30	7-05	Catch Basin Type 1L	Each	3	\$ 1,400	\$ 4,200
A-31	7-05	Catch Basin Type 2 48 In. Diam.	Each	1	\$ 2,500	\$ 2,500

City of Des Moines
Woodmont School Walkway Improvements
Contract Documents

LD-10

214-1792-013
June 2016
Bid Proposal Form

Item No.	Spec Section	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
A-32	7-05	Catch Basin Type 2 54 In. Diam.	Each	1	\$ 3,500	\$ 3,500
A-33	7-05	Adjust Catch Basin	Each	4	\$ 240	\$ 960
A-34	7-08	Plugging Existing Pipe	Each	1	\$ 250	\$ 250
A-35	7-08	Removal and Replacement of Unsuitable Material	CY	25	\$ 25	\$ 625
A-36	8-01	Erosion/Water Pollution Control	LS	1	\$ 1,500	\$ 1,500
A-37	8-01	ESC Lead	Day	30	\$ 100	\$ 3,000
A-38	8-01	Silt Fence	LF	1,592	\$ 5	\$ 7,960
A-39	8-01	Inlet Protection	Each	12	\$ 100	\$ 1,200
A-40	8-02	Top Soil Type A	CY	76	\$ 50	\$ 3,800
A-41	8-02	Seeding, Fertilizing, and Mulching	SY	452	\$ 2	\$ 904
A-42	8-02	Sod Installation	SY	226	\$ 17	\$ 3,842
A-43	8-04	Cement Conc. Traffic Curb and Gutter	LF	2,075	\$ 20	\$ 41,500
A-44	8-06	Cement Conc. Driveway Entrance Type 1	SY	260	\$ 60	\$ 15,600
A-45	8-06	Concrete Pavement for Driveways	SY	47	\$ 75	\$ 3,525
A-46	8-13	Adjust Monument Case and Cover	Each	3	\$ 1,000	\$ 3,000
A-47	8-13	Monument Case and Cover	Each	1	\$ 1,000	\$ 1,000
A-48	8-14	Cement Conc. Sidewalk	SY	800	\$ 40	\$ 32,000
A-49	8-14	Cement Conc. Sidewalk Ramp Type Parallel A	Each	4	\$ 1,800	\$ 7,200
A-50	8-14	Cement Conc. Sidewalk Ramp Type Parallel B	Each	9	\$ 1,800	\$ 16,200
A-51	8-18	Mailbox Support Type 2	Each	4	\$ 800	\$ 3,200
A-52	8-18	Relocate Mailbox	Each	14	\$ 300	\$ 4,200
A-53	8-18	Relocate Security Mailbox	Each	1	\$ 1,200	\$ 1,200
A-54	8-20	Radar Feedback Sign	Each	2	\$ 15,000	\$ 30,000
A-55	8-21	Permanent Signing	LS	1	\$ 2,500	\$ 2,500
A-56	8-22	Plastic Stop Line	LF	87	\$ 25	\$ 2,175
A-57	9-21	Raised Pavement Markers	Per 100	2	\$ 1,000	\$ 2,000
Total Schedule A Bid Price (in figures):					\$ 649,051	
Total Schedule A Bid Price (in words):					Six hundred forty nine thousand five hundred one dollars and no cents	

BID PROPOSAL FORM (CONTINUED)Name of Bidder: Reed Trucking & Excav., Inc.

Registration or License, Division of Professional Licensing:

1. License Number: REEDTEI0116JWDate: 4/16/99 exp 4/16/172. Contractor's Signature: Shawn J ReedTitle: President

Attached hereto is the required Bid Security in the amount of \$ _____

(5%) payable to the City of Des Moines
which is equal to or more than five percent (5%) of the total bid price.Signed: Shawn J ReedTitle: PresidentAddress of Bidder: 2207 Inter Ave Ste. 17 Puyallup 98372
Street City Zip Code

Telephone Number of Bidder:

253-841-4837 253-405-3905
Office HomeDate of Bid: 7/21/16

BID PROPOSAL FORM (CONTINUED)

Receipt is hereby acknowledged for the following Addenda:

Addendum No.

Date Received

Signature

1 7/14/16 [Signature]

Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed for Woodmont School Walkway Improvements Project"

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FORM OF A BID BOND

BID BOND DEPOSIT

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

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

Shawn Reed
Signature

BID BOND

BOND NUMBER: SUR40010895

KNOW ALL MEN BY THESE PRESENTS:

That we, REED TRUCKING & EXCAVATING INC, as
Principal, and IRONSHORE INDEMNITY INC., as Surety, are held and firmly
bound unto the City of Des Moines, as Obligor, in the penal sum of
FIVE PERCENT OF THE TOTAL BID AMOUNT dollars (\$ 5% OF BID AMOUNT)
for the payment of which the Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, by these presents.

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

SIGNED, SEALED AND DATED THIS 13TH DAY OF JULY, 2016

Shawn Reed
PRINCIPAL REED TRUCKING & EXCAVATING INC

John F. Criss
SURETY IRONSHORE INDEMNITY INC.
John F. Criss, Attorney-in-Fact

Received return of deposit in the sum of _____

Date: _____

Signature: _____



POWER OF ATTORNEY

III- SUR40010895

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: JOHN F. CRISS its true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety, a BID BOND under bond or undertaking number SUR40010895 Issued on behalf of, REED TRUCKING & EXCAVATING INC as principal in the penal sum of 5% OF THE TOTAL BID AMOUNT

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:

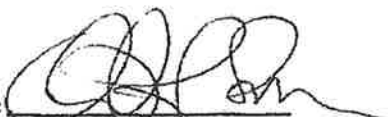
Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 5% OF THE TOTAL BID AMOUNT dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 7th day of August, 2013

IRONSHORE INDEMNITY INC.



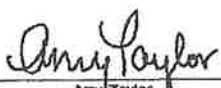
By: 
Daniel L. Sussman
Director

ACKNOWLEDGEMENT

On this 7th Day of August, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

By: 
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 13th Day of JULY, 20 16




Paul S. Giordano
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

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NON-COLLUSION AFFIDAVIT

City of Des Moines

STATE OF WASHINGTON)

) ss.

County of King)

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

Signature

Shawn G Reed

Subscribed and sworn to before me this 21st day of July 20 16.

Connie L. Gordon

Notary Public in and for the State of Washington

Seattle, Wa

Residing at

My commission expires 11-11-18



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STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of bidder: Reed Trucking & Excav, Inc
2. Business address and telephone number:
2207 Inter Ave 253 841-4837
Suite A
Puyallup, Wa 98372
3. How many years has said bidder been engaged in the contracting business under present firm name:
17 years
4. Contracts now in hand (gross amount):
\$ 1.2 million
5. General character of work performed by said company:
Site, UG Utilities, General Contractor
6. List of company's projects references: List up to five (5) projects of similar size and nature, including approximate costs, dates, project manager contact name and telephone number:
See Attachment A
7. List of company's major equipment:
See Attachment A

8. Bank references:

Banner Bank - Puyallup Branch
13605 Meridian Ave E
Puyallup, Wa 253.445.6626

9. Department of Labor and Industries' firm number:

983,104-00

10. Department of Revenue registration number:

91-1938552

Name of Bidder: Reed Trucking & Excav., Inc.

By Shawn A. Reed

Title President

Date 7/21/16



2207 Inter Ave. Ste A
Puyallup, WA 98372
Office 253-841-4837
Fax 253-841-4816
Shawn Reed, President
sreed@reedtrucking.com
King County SCS Certification No. 989

Qualifications Information

List of major construction projects by name to include owner, contract amount, scope, percent complete and scheduled completion date:

Project:	136th Street East
Owner/Contractor:	Pierce County
Contact:	Mike Smith
Scope:	Curb, Gutter, Sidewalk, Underground Utilities,
Bonded:	Yes
Contract Amount:	\$343,000
% of cost for work performed by Reed Trucking	10%
Scheduled Completion:	September - 2016
Project:	Lower Massey Creek Improvements
Owner/Contractor	City of Des Moines
Contact:	Loren Reinhold
Scope:	Drainage Improvements, Pump Station, Clearing, Grubbing, Channel Excavation, Pile wall
Bonded:	Yes
Contractor Amount:	\$915,000
% of cost for work performed by Reed Trucking:	15%
Scheduled Completion:	September - 2016
Project:	Corporate Fuel Yard Facility
Owner/Contractor	City of Puyallup
Contact:	Steve Carstens
Scope:	Excavation & Utilities
Bonded:	Yes
Contract Amount:	\$129,000
% of cost for work Performed by Reed Trucking:	100%
Scheduled Completion:	December – 2015

Project: Andrain Water Main
Owner/Contractor: Tacoma Water
Contact: Ryan
Scope: Excavation and Utilities
Bonded: Yes
Contract Amount: \$600,000
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion: December - 2015

Project: Lemons Beach Road
Owner/ Contractor: City of University Place
Contact: Gary Cooper
Scope: Excavation and utilities.
Bonded: Yes
Contract Amount: \$280,000
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: July - 2015

Project: Soldier Home Levee Modification
Owner/ Contractor: Pierce County
Contact: Randy Brake
Scope: Excavation and utilities.
Bonded: Yes
Contract Amount: \$158,000
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: June - 2015

Project: Stoneway Apartments
Owner/ Contractor: BN Builders
Contact: Ron Montoya
Scope: Excavation and utilities.
Bonded: No
Contract Amount: \$2,800,000.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: May - 2016

Project: SeaMar
Owner/ Contractor: Construction Enterprises & Contractors (CE&C)
Contact: Tom Romberg
Scope: Clearing, grubbing, roadway excavation, storm water treatment facilities.
Bonded: Yes
Contract Amount: \$1,000,000.00
% of cost for work performed by Reed Trucking: 100%

Scheduled Completion Date:	September - 2015
Project:	Columbia 26 – Phase 1
Owner/ Contractor:	Gall Construction
Contact:	Danny Belcher
Scope:	Clearing, grubbing, roadway excavation, storm water treatment facilities.
Bonded:	Yes
Contract Amount:	\$17,866.00
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	50 working days
Project:	Baltimore Street Improvements
Owner/ Contractor:	City of Ruston
Contact:	Thomas Leyrer (JWMA)
Scope:	Clearing, grubbing, roadway excavation, storm water treatment facilities.
Bonded:	Yes
Contract Amount:	\$56,075.00
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	50 working days
Project:	Pacific Avenue Stormwater Treatment Facility
Owner/ Contractor:	City of Olympia
Contact:	Craig Anderson
Scope:	Clearing, grubbing, roadway excavation, storm water treatment facilities.
Bonded:	Yes
Contract Amount:	\$421,933.05
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	50 working days
Project:	Nisqually Road SW / JBLM Mounts Road Gate
Owner/ Contractor:	Pierce County
Contact:	Henry Gertje
Scope:	Clearing, grubbing, roadway excavation, storm water treatment facilities, paving, permanent signing, traffic signal and control systems.
Bonded:	Yes
Contract Amount:	\$539,322.15
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	50 working days
Project:	17th Ave. SW Pedestrian Improvements
Owner/ Contractor:	King County
Contact:	David Watson, Project Engineer - 206-205-5212
Scope:	Storm & Pedestrian improvements within the ROW
Bonded:	Yes

Contract Amount: \$217,564.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: March 2013

Project: Retention Ponds & Access Trail
Owner/ Contractor: Gordon Trucking
Contact: Norm Timmermans
Scope: Excavate water detention pond and trail.
Bonded: No
Contract Amount: \$83,000.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: January 2013

Project: White Center Greenway Reg. R/D Pond Retrofit, Ph. 2
Owner/ Contractor: Pierce County
Contact: David Watson, Project Engineer -206-205-5212
Scope: Water quality improvements to an existing surface water detention pond facility
Bonded: Yes
Contract Amount: \$434,250.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: October 2012

Project: Spanaway Creek Outfall Retrofit
Owner/ Contractor: Pierce County
Contact: Helmut Schmidt CE- 253-798-6164
Scope: Storm retrofit water quality treatment device.
Bonded: Yes
Contract Amount: \$142,388.50
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: August 2012

Project: Ruddell Road Water Improvements
Owner/ Contractor: City of Lacey
Contact: Kevin Cools 360-413-4343
Scope: Installation of Water Main
Bonded: Yes
Contract Amount: \$113,320.84
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: May 2012

Project: Stewart Rd/Thornton Ave. Improvements
Owner/ Contractor: City of Pacific
Contact: Gerry Smith/ Skilling's Connelly 800-454-7545
Scope: Preload, storm drainage

Bonded: Yes
Contract Amount: \$396,000.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: February 2012

Project: Deschutes Way Outfall Retrofit Project
Owner/ Contractor: City of Tumwater
Contact: Dan Smith 360-754-4140
Scope: Storm drainage, irrigation systems
Bonded: Yes
Contract Amount: \$45,460.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: October 2011

Project: Harrison Shooting Range
Owner/ Contractor: City of Tacoma
Contact: Travis Tucker 253-594-7969
Scope: Site prep, irrigation systems
Bonded: Yes
Contract Amount: \$114,195.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: October 2011

Project: 12th Ave Sidewalk Improvements
Owner/ Contractor: City of Kirkland
Contact: Barry Scott 425-587-3123
Scope: Roadway and pedestrian improvements, street drainage, irrigation systems
Bonded: Yes
Contract Amount: \$206,000.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: October 2011

Project: Fife Library
Owner/ Contractor: Pierce County Library /Beisley Inc.
Contact: 360-275-5783
Scope: Site work & underground utilities
Bonded: No
Contract Amount: \$ 192,000.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: October 2011

Project: Pearl Street Storm water Upgrade
Owner/ Contractor: City of Centralia
Contact: Patty Page 360-330-7512

Attachment A

Scope: Underground utilities
Bonded: Yes
Contract Amount: \$360,000.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: October 2011

Project: Hampton Inn & Suites
Owner/ Contractor: Rushforth Construction Co. Inc.
Contact: 253-922-1884
Scope: Site work & underground utilities
Bonded: No
Contract Amount: \$950,000.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: October 2011

Project: 7th Ave Pump Station Meter Vault
Owner/ Contractor: Midway Sewer District
Contact: 206-824-4960
Scope: Underground Utilities
Bonded: Yes
Contract Amount: \$64,618.14
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: September 2011

Project: South216th / SR 509 Drainage Improvements
Owner/ Contractor: City of Normandy Park
Contact: Peter Landry 206-248-8269
Scope: Roadway improvements, street drainage, irrigation systems
Bonded: Yes
Contract Amount: \$21,600.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: June 2011

Project: Taxiway E Catch Basin
Owner/ Contractor: Port of Olympia
Contact:
Scope: Roadway and pedestrian improvements, site prep, street drainage, irrigation systems
Bonded: Yes
Contract Amount: \$20,000.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: May 2011

Project: Ridge Road Water Main Replacement
Owner/ Contractor: Water District 19

Contact:	253-931-3010
Scope:	Water main replacement
Bonded:	Yes
Contract Amount:	\$76,881.20
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	March 2011
Project:	Storm Drainage Repair/Replacement
Owner/ Contractor:	City of Auburn
Contact:	253-931-3010
Scope:	Storm drainage repairs; removal of approximately 14,020 sy. Of wildlife netting and 2,035 cy of accumulated sediment from Storm Detention Reservoirs; replacement of 25 lf of CMP storm pipe including 125 lf of saw cutting, backfill and asphalt patching.
Bonded:	Yes
Contract Amount:	\$126,407.90
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	January 2011
Project:	Carriage Wood Water Service Replacement
Owner/ Contractor:	Soos Creek Water District
Contact:	Kent Zettle, 425-531-4128
Scope:	Replacement of existing service lines, meter boxes, and saddles; asphalt patching, surface restoration; and installing, maintaining, and removing temporary erosion and sedimentation control facilities.
Bonded:	Yes
Contract Amount:	\$139,009.16
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	Aug. 2010
Project:	Steam Pipe Vaults Drainage Correction
Owner/ Contractor:	The Evergreen State College
Contact:	Robert Holcomb PE 360-292-7230
Scope:	293 lf of Ductile iron storm pipe 6" in diam. and 1 Type 1 manhole.
Bonded:	Yes
Contract Amount:	\$32,864.45
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	May 2010
Project:	Mohawk Plastics Wetland Mitigation Improvements
Owner/ Contractor:	City of Auburn
Contact:	Leah Dunsdon 253-931-4013 Fax 253-931-3053
Scope:	2.2 acres of wetland creation and approx. 0.4 acres of wetland enhancement
Bonded:	Yes
Contract Amount:	\$258,677.94
% of cost for work performed by Reed Trucking:	100%

Scheduled Completion Date:	Dec. 2009
Project:	Gilliam Creek Basin Storm Water Overflow
Owner/ Contractor:	City of Tukwila
Contact:	Michael Mathia 206-431-2446 Fax 206-433-7164
Scope:	Storm drain pipe & structures within the right of way. Traffic loop and striping restoration.
Bonded:	Yes
Contract Amount:	\$360,530.00
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	Dec. 2009
Project:	NE 80th Street Repair
Owner/ Contractor:	City of Redmond
Contact:	John Mork / 425-Fax 425-556-2727
Scope:	Pavement and sidewalk repair
Bonded:	Yes
Contract Amount:	\$28,580.00
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	Sept. 2009
Project:	Spokane Street UST Removal
Owner/ Contractor:	WSDOT
Contact:	Phet Sinthavong /360-705-7858
Scope:	Removal of two underground storage tanks
Bonded:	Yes
Contract Amount:	\$8,280.00
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	Sept. 2009
Project:	Rainier Avenue TIB Carter St. to Lynch St. Sidewalk Improvements
Owner/ Contractor:	Town of Eatonville
Contact:	Dan Osier/ 360-352-9456 Fax: 360-832-3977
Scope:	Sidewalk & Drainage Improvements
Bonded:	Yes
Contract Amount:	\$101,417.80
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	Sept. 2009
Project:	WLSP Drainage Improvements
Owner/ Contractor:	City of Redmond
Contact:	Mike Haley / 425-556-2843 Fax 425-556-2727
Scope:	Drainage & Pedestrian Improvements
Bonded:	Yes

Contract Amount: \$135,923.45
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: Aug. 2009

Project: WOSCA Soil Haul
Owner/ Contractor: WSDOT
Contact: Phet Sinthavong /360-705-7858
Scope: Haul 5,500 CY soil
Bonded: Yes
Contract Amount: \$82,500.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: June 2009

Project: Military Rd. South
Owner/ Contractor: King County
Contact: David Watson / 206- 205-5212 Fax 206-296-0565
Scope: Pedestrian improvements & drainage system
Bonded: Yes
Contract Amount: \$153,483.90
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: June 2009

Project: Kent Meridian Water Main
Owner/ Contractor: Kent School District
Contact: Fred Long / 253- 373-7526 Fax 253-373-7410
Scope: Water Main replacement
Contract Amount: \$257,654.20
Bonded: Yes
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: May 2009

Project: Valley View Professional Office
Owner/ Contractor: Landon Construction Company
Contact: Rick Whitworth / 206-838-8499 Fax 206-764-7005
Scope: Demo, clear & grub, storm, water, sewer, footings, capp break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$1,000,000.00
% of cost for work performed by Reed Trucking: 100%
Scheduled Completion Date: May 2009

Project: 80th Ave. Pump Station
Owner/ Contractor: City of Tacoma
Contact: Carl Every / 253-396-3323 Fax 253-502-8694

Scope:	Installation of prefab pump station, concrete and electrical sub-contractors
Contract Amount:	\$106,000.00
Bonded:	Yes
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	July 2009
Project:	Kent Meridian Gym Fire Line
Owner/ Contractor:	Kent School District / Serpanok Construction
Contact:	Igor Kunitsa/ 253-606-1734
Scope:	Install Fire Line
Contract Amount:	\$14,300.00
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	April 10, 2009
Project:	144th. St. Retail
Owner/ Contractor:	Walgreens/ J. Lahfdany
Contact:	Mark Lahfdany / 253-584-5308
Scope:	Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete.
Bonded:	No
Contract Amount:	\$69,389.80
% of cost for work performed by Reed Trucking:	100%
Scheduled Completion Date:	April 2009
Project:	Walgreens - Graham
Owner/ Contractor:	Walgreens/ J. Lahfdany
Contact:	Mark Lahfdany / 253-584-5308 Fax 253-584-6921
Scope:	Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete. Grind and overlay.
Bonded:	No
Contract Amount:	\$616,431.03
% of cost for work performed by Reed Trucking:	100%
Date of Completion:	May 2008
Project:	Frederickson Project
Owner/ Contractor:	J. Lahfdany
Contact:	Mark Lahfdany / 253-584-5308
Scope:	Importing and stockpiling of pit run.
Bonded:	No
Contract Amount:	\$70,736.00
% of cost for work performed by Reed Trucking:	100%
Date of Completion:	May 2008
Project:	Walgreens - Puyallup

Owner/ Contractor: Walgreens/ J. Lahfdany
Contact: Mark Lahfdany / 253-584-5308
Scope: Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$454,400.00
% of cost for work performed by Reed Trucking: 100%
Date of Completion: November 2007

Project: **Water Main Replacement**
Owner: City of Kent
Contact: Paul Kuehne / 253-856-5543 Fax 253-856-6500
Scope: Install water main, fire hydrants, residential services, asphalt and restoration
Contract Amount: \$235,920.14
Bonding: Yes
% of cost for work performed by Reed Trucking: 100%
Date of Completion: November 2007

Project: **Garnero Child Care Center**
Owner/ Contractor: Lincoln Construction
Contact: Dan Lincoln / 253-847-6414
Scope: Demo, clear & grub, storm, water, sewer, footings, capp break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$220,016.00
% of cost for work performed by Reed Trucking: 100%
Date of Completion: November 2007

Project: **Seattle Mental Health**
Owner/ Contractor: Express Construction
Contact: Gerry Serdick / 206-230-8500
Scope: Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$608,879.00
% of cost for work performed by Reed Trucking: 100%
Date of Completion: October 2007

Project: **Spring Creek Retirement**
Owner/ Contractor: Maddox Construction
Contact: John Maddox / 503-624-1555 Fax 503-624-1775
Scope: Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete.
Bonded: No
Contract Amount: \$977,453.22
% of cost for work 100%

performed by Reed Trucking:	
Date of Completion:	December 2006
Project:	Walgreens Shoreline
Owner/ Contractor:	Powell Construction
Contact:	Mike Brehem / 425-828-4774
Scope:	Demo, clear & grub, storm, water, sewer, footings, capp break, grading for asphalt and concrete.
Bonded:	No
Contract Amount:	\$340,175.16
% of cost for work	100%
performed by Reed Trucking:	
Date of Completion:	August 2006
Project:	Park Vista Retirement
Owner/ Contractor:	Maddox Construction
Contact:	John Maddox / 503-624-1555
Scope:	Demo, clear & grub, storm, water, sewer, footings, cap break, grading for asphalt and concrete.
Bonded:	No
Contract Amount:	\$447,549.35
% of cost for work	100%
performed by Reed Trucking:	
Date of Completion:	January 2006

Construction experience and present commitments of the key individuals of Reed Trucking & Excavating, Inc.

Shawn J. Reed: President /Owner
Shawn Reed: Project Manager /Estimator
Melissa Reed: Treasurer
Joni Dombrowski: Contract Administrator /Project Manager
Greg Palmer: Foreman

List of Major Equipment Owned:

2015 CB24B Caterpillar Asphalt Compactor
2015 SM300 Laymore Sweeper
2008 PC 300 Excavator
2002 PC 200 Excavator
2005 WA 250 Loader
2002 JD310 Backhoe
2002 JD550 Dozer
2002 Tilt Top Trailer
(3) 8 Axle Dump Truck & Trailers
2002 F-450 Utility Truck
2005 F-450 Utility Truck
1998 International Water Truck
1998 Sakai 84" Drum Roller

STATEMENT OF PROPOSED SUBCONTRACTORS AND MATERIAL SUPPLIERS

Subcontractors Name, Address,
and Telephone Number

Description of Work

Concrete Services	Concrete
Hi Grade Asphalt	Asphalt

Material Suppliers

Material (major items only)

Icon	Gravel
Wa Rack	Gravel

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Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit as part of its bid proposal the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder's Disadvantaged Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from DMWBE online at: <http://dmwbe.wa.gov/directory-of-certified-firms/>

Beed Trucking & Excav, Inc.

certifies that the Disadvantaged Business Enterprise (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.)

Column 1	Column 2	Column 3	Column 4
Name of DBE Certificate Number	Project Role (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Force Account)	Description of Work	Amount to be Applied Towards Goal
The Bagby Lecky D2F0016394	SUB	Erosion Control	7923.94
Garrison Creek Land. D3M8719019	SUB	Landscape	8422.00
Hi Grade Asphalt D5F8421914	SUB	Asphalt	106,973.75

Disadvantaged Business Enterprise Subcontracting Goal **(19%) 123,319.69** DBE Total \$ **123,319.69**

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

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

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

504

DD Form 27-100A
10/01/03

City of Des Moines
Woodmont School Walkway Improvements
Contract Documents

LD-23

214-1792-013
June 2016
Local Agency Disadvantaged
Business Enterprise Utilization
Certification

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Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

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

Contract Title: WOODMONT SCHOOL WALKWAY IMPROVEMENT

Bidder's Business Name: Reed Trucking

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

DBE's Business Address: PO BOX 1511, KENT, WA 98035-1511

DBE Signature: 

DBE's Title: PRESIDENT

Date: 7/21/2016

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

Description of Work: LANDSCAPE SERVICES

Amount to be Applied Towards Goal: \$8,423⁰⁰

SR

DOT Form 320, 0314
100915

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

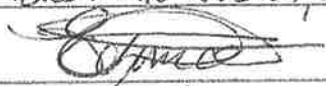
As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project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

Contract Title: WOODMONT SCHOOL WALKWAY IMPROVEMENTS

Bidder's Business Name: _____

DBE's Business Name: HIGRADE CONSTRUCTION ASPHALT

DBE's Business Address: 900 MERIDIAN AVE. E, SUITE 19, MILTON WA., 98354

DBE Signature: 

DBE's Title: Vice Pres.

Date: 7-20-16

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

Description of Work: ASPHALT PAVING

Amount to be Applied Towards Goal: 106,973.75

Local Agency Disadvantaged Business Enterprise (DBE) Written Confirmation Document

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

Contract Title: Woodmont School WW
 Bidder's Business Name: Reed Trucking & Excav., Inc.
 DBE's Business Name: The Bag Lady inc
 DBE's Business Address: 11124 valley Ave # Payalup VA 98372
 DBE Signature: [Signature]
 DBE's Title: Project Manager
 Date: 7-21-16

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

Description of Work Erosion control
 Amount to be Applied Towards Goal \$ 7923.94

SR

DOT Form 427-031A
10/2015

City of Des Moines
 Woodmont School Walkway Improvements
 Contract Documents

LD-25

214-1792-013
 June 2016
 Local Agency Disadvantaged
 Business Enterprise (DBE) Written
 Confirmation Document



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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call

1-800-424-9071

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

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

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DOT Form 772-090-01
5/9/2011

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Local Agency Certification for Federal-Aid Contracts

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

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

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

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

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

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Local Agency Name

City of Des Moines

Local Agency Subcontractor List

Local Agency Address

216 SD 11th Ave S.

Prepared in compliance with RCW 19.10.061 as amended

Des Moines, WA 98198

To Be Submitted with the Bid Proposal

Project Name

Woodmont School Walkway Imprv.

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

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

To the extent the Project includes one or more categories of work referenced in RCW 19.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name

Work to be Performed

Concrete Service
Curb & Gutter - Concrete

Subcontractor Name

Work to be Performed

H1 Grade Asphalt
Asphalt

Subcontractor Name

Work to be Performed

Subcontractor Name

Work to be Performed

Subcontractor Name

Work to be Performed

*Bidders are advised that in the opinion of the enforcing agency that PVC, all metal conduit, junction boxes, etc., after considered electrical equipment and therefore considered part of electrical work even if the installation is for future use and no wiring or electrical current is connected during the project.

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 2017 August 21, 2016
 Revised 10/21/16

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APWA-WA Division 1 committee

rev. 11/20/15

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications

Proposed total percentage: 0 percent

Note. Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-02.6 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions

Bidder:

Signature of Authorized Official:

Date:

Reed Trucking & Excav, Inc
[Signature]
7/21/2016

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this

contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AMENDMENT
REQUIRED CONTRACT PROVISIONS
(Exclusive of Appalachian Contracts)

FEDERAL-AID CONSTRUCTION CONTRACTS

The Federal–Aid provisions are supplemented with the following:

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

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Project Title: S 268th Street Sidewalks

Project # 319.614.040

Summary Project Description:

PROJECT ALLOCATIONS BY YEAR											
	Project to Date 12/31/15	Project To Date 7/31/2016	2015 YTD 7/31/2016	2016 Remaining	Estimated Year End 2016	Planned Year 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020		
Design											
External Engineering - Parametrix	-	81,263	81,263	-	81,263						
Internal Engineering/Project Mgmt	-	17,913	17,913	-	17,913						
Surveying Services	-	-	-	-	-						
Other Professional Services	-	-	-	-	-						
Permits	-	-	-	-	-						
Other Misc (Advertise, Postage, Etc.)	-	511	511	-	511						
PropROW/Easements											
Construction											
External Engineering - Parametrix	-	-	-	99,800	99,800						
Internal Engr- Proj Mgmt/ Inspect	-	-	-	15,000	15,000						
Construction Contract 1	-	-	-	650,000	650,000						
Other											
Interfund Financial Services	-	-	-	9,358	9,358						
Contingencies	-	-	-	65,000	65,000						
Total Project Expense Budget:	-	99,687	99,687	839,158	938,845						

TOTAL PROJECT SCOPE					
Expenditures	1/1/16 Current CIP Budget	2016 CIP Supplemental Request	2016 Revised CIP Budget Estimate		
Design					
External Engineering - Parametrix	70,000	11,263	81,263		
Internal Engineering/Project Mgmt	10,000	7,913	17,913		
Surveying Services	-	-	-		
Other Professional Services	-	-	-		
Permits	-	-	-		
Other Misc (Advertise, Postage, Etc.)	-	511	511		
PropROW/Easements					
Construction					
External Engineering - Parametrix	40,000	59,800	99,800		
Internal Engr- Proj Mgmt/ Inspect	15,000	-	15,000		
Construction Contract 1	385,000	265,000	650,000		
Other					
Interfund Financial Services	5,800	3,558	9,358		
Contingencies	60,000	5,000	65,000		
Total Project Expense Budget:	585,800	353,045	938,845		

	Project to Date 12/31/15	Project To Date 7/31/2016	2015 YTD 7/31/2016	2016 Remaining	Scheduled Year 2016	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020
Funding Sources									
Traffic Safety Program (ASE) 2nd	-	19,060	19,060	20,504	39,564				
Transportation CIP Fund (Moved from 319.471)	-	181,700	181,700	-	181,700				
FHWA SRTS LA- 8801(100%) 1st /100% Design	-	73,615	73,615	357,385	431,000				
REET 2 Draw 3rd	-	-	-	94,945	94,945				
Utility Reimb - Highline Water	-	-	-	59,091	59,091				
Utility Reimb - PSE	-	-	-	29,545	29,545				
Arterial Street Fund Transfer	-	-	-	103,000	103,000				
Total Project Revenue Budget:	-	274,375	274,375	664,470	938,845				
Committed Cash:			174,688						

Funding Sources	1/1/16 Current CIP Budget	2016 CIP Supplemental Request	2016 Revised CIP Budget Estimate
190.614.319.587.00 Traffic Safety Program (ASE) 2nd	60,800	(21,236)	39,564
319 Cash		181,700	181,700
319.614.000.333.20.02 FHWA SRTS LA- 8801(100%) 1st /100% Design	431,000	-	431,000
302.614.319.587.00 REET 2 Draw 3rd	94,000	945	94,945
319.614.302.387.00.00.00 Utility Reimb - Highline Water	-	59,091	59,091
319.614.000.367.00.19.24 Utility Reimb - PSE	-	29,545	29,545
102.614.319.587.00 Arterial Street Fund Transfer	-	103,000	103,000
Total Project Revenue Budget:	585,800	353,045	938,845

Attachment #5

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City of Des Moines – Government 101, Part 7(b)
Criminal Justice System: Court, Prosecution & Public Defense

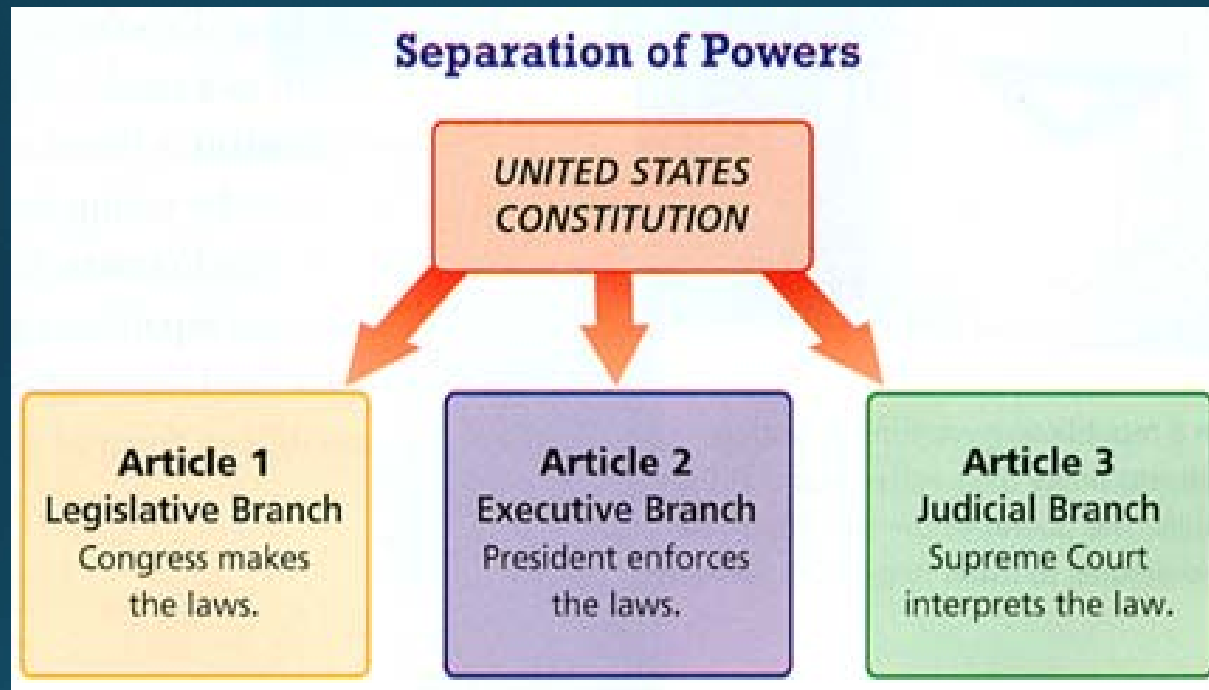


The People's Court

The Role of Municipal Court in Local Government

Presented by: Hon. Lisa M. Leone
Des Moines Municipal Court

Three Co-equal Branches of Government



WA St. Const., Art. 2

WA St. Const., Art. 3

WA St. Const., Art. 4





Role of the Judiciary

“...The United States legal system is based upon the principle that an **independent, impartial, and competent judiciary**, composed of men and women of integrity, will interpret and apply the law that governs our society. Thus, **the judiciary plays a central role in preserving the principles of justice and the rule of law...**”

- Preamble to the
Canons of Judicial Conduct

- Judge can decide whether a local ordinance is constitutional
- Judge has a legal and ethical obligation to administer justice according to the law, without fear or favor.
- Judicial independence fosters public confidence in the administration of justice.

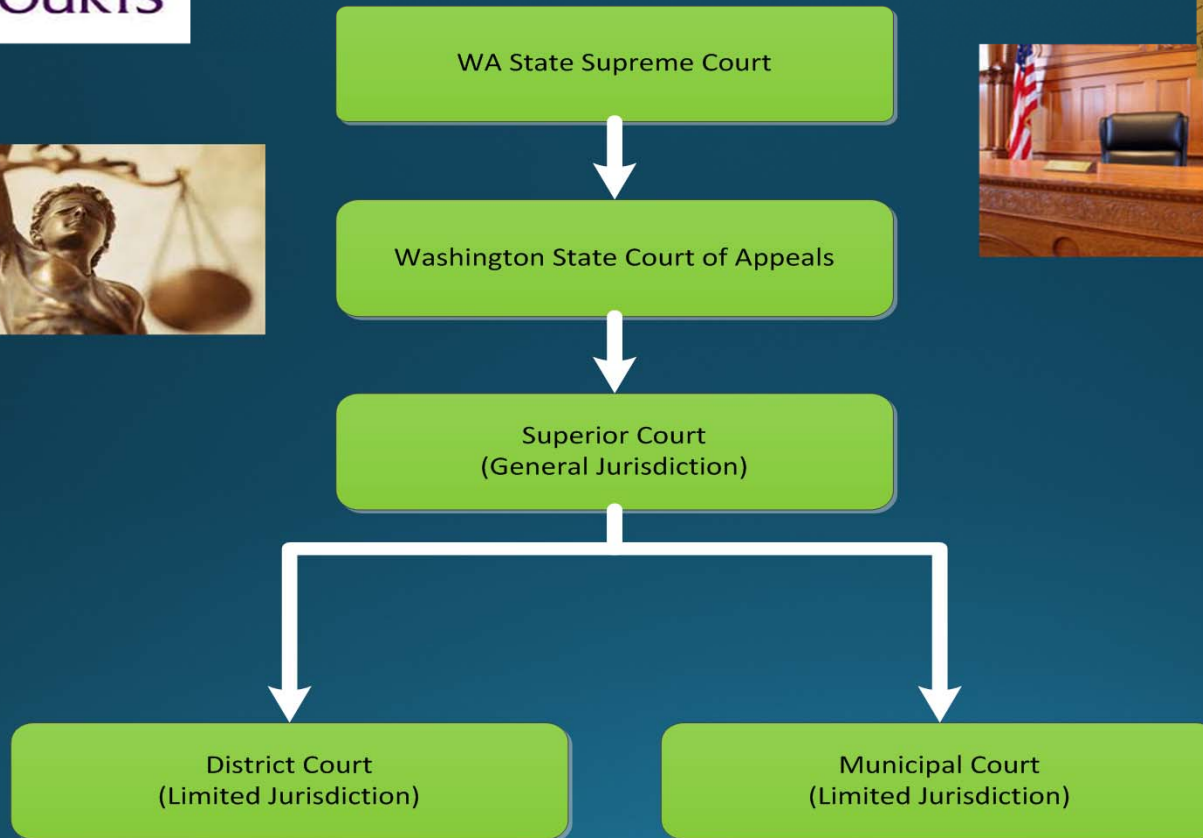
General Rule 29 & Judicial Independence

GR 29 outlines the duties and authority of presiding judge:

- Sets policy and guides operation of the Court
- Supervises the business of the judicial district
- Develops and manages Court budget
- Decides hiring / firing and sets working conditions of court staff
- Manages case flow and calendaring of cases
- Judicial responsibilities **may not be delegated** to either the Legislative or Executive branch of government

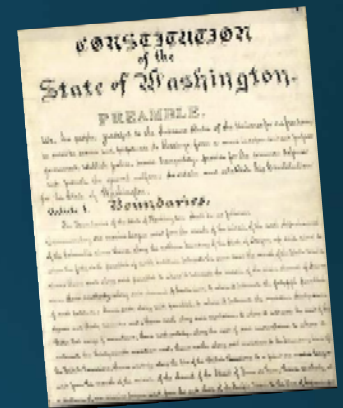
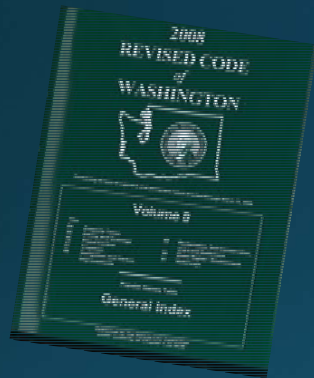


Judicial Branch - Washington State



Creation of Municipal Court

- Washington State Constitution creates right to impartial judge (Art. 4, Sec. 12)
- Washington State statute empowers cities to create their own municipal courts (RCW 3.50.010)
- Des Moines City Ordinance authorizes the creation of the Court (DMMC 2.28.010)



Funding of Municipal Courts



RCW 39.34.180(1): “Each county, city, and town is responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdiction. . . and must carry out these responsibilities through the use of their own courts, staff, and facilities . . .”

RCW 3.50.080: “All costs of operating the municipal court . . . shall be paid wholly out of the funds of the City . . . ”



A Word About Legal Financial Obligations (LFOs)

- RCW 10.01.160(3): “The court shall not order a defendant to pay costs unless the defendant is or will be able to pay them. In determining the amount and method of payment of costs, the court shall take account of the financial resources of the defendant and the nature of the burden that payment of costs will impose.”
- State v. Blazina, 182 Wash.2d 827, 838 (2015): In every case, the court must make an “individualized inquiry” regarding a defendant’s present and future ability to pay before imposing fines and fees.
- Investigation of Ferguson Police Department, Department of Justice Civil Rights Commission, March 4, 2015: “The impact that revenue concerns have on court operations undermines the court’s role as a fair and impartial judicial body.”

Jurisdiction of Municipal Courts - RCW 3.50

- Jurisdiction of all **criminal** violations of city ordinances -
 - Misdemeanors (max sentence 90 days in jail and \$1,000 fine)
 - Gross misdemeanors (max sentence 364 days in jail and \$5,000 fine)
- Jurisdiction of all **civil** violations of city ordinances -
 - Traffic violations
 - Animal code (incl. "dangerous dog" petitions)
 - Nuisance / Abatement
- Authority to issue domestic violence no-contact orders and anti-harassment protection orders in pending criminal cases



Sources of Judicial Authority

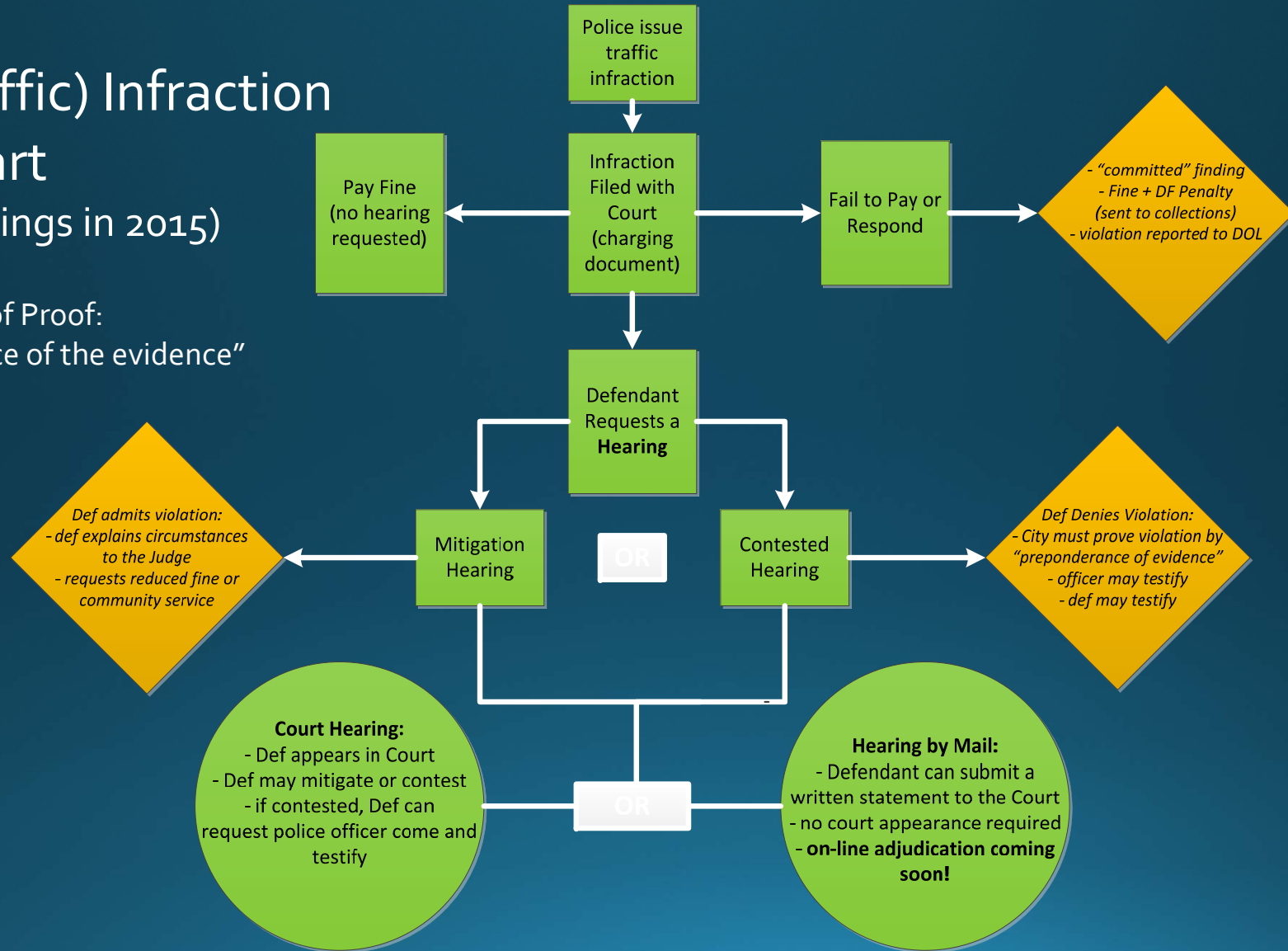
- Oath of office (RCW 35.20.180): sworn declaration to uphold the state and federal constitution and the laws of the state and the city
- Canons of Judicial Conduct (CJC): ethical rules governing all judicial officers
- Federal and State Constitutions
- Court Rules: govern all parties to a case
- State statutes and local ordinances: may limit judicial discretion in certain cases (i.e., mandatory minimum sentences in DUI cases)
- Caselaw: appellate review of the court's exercise of judicial discretion



Civil (Traffic) Infraction Flow Chart

(2,240 Hearings in 2015)

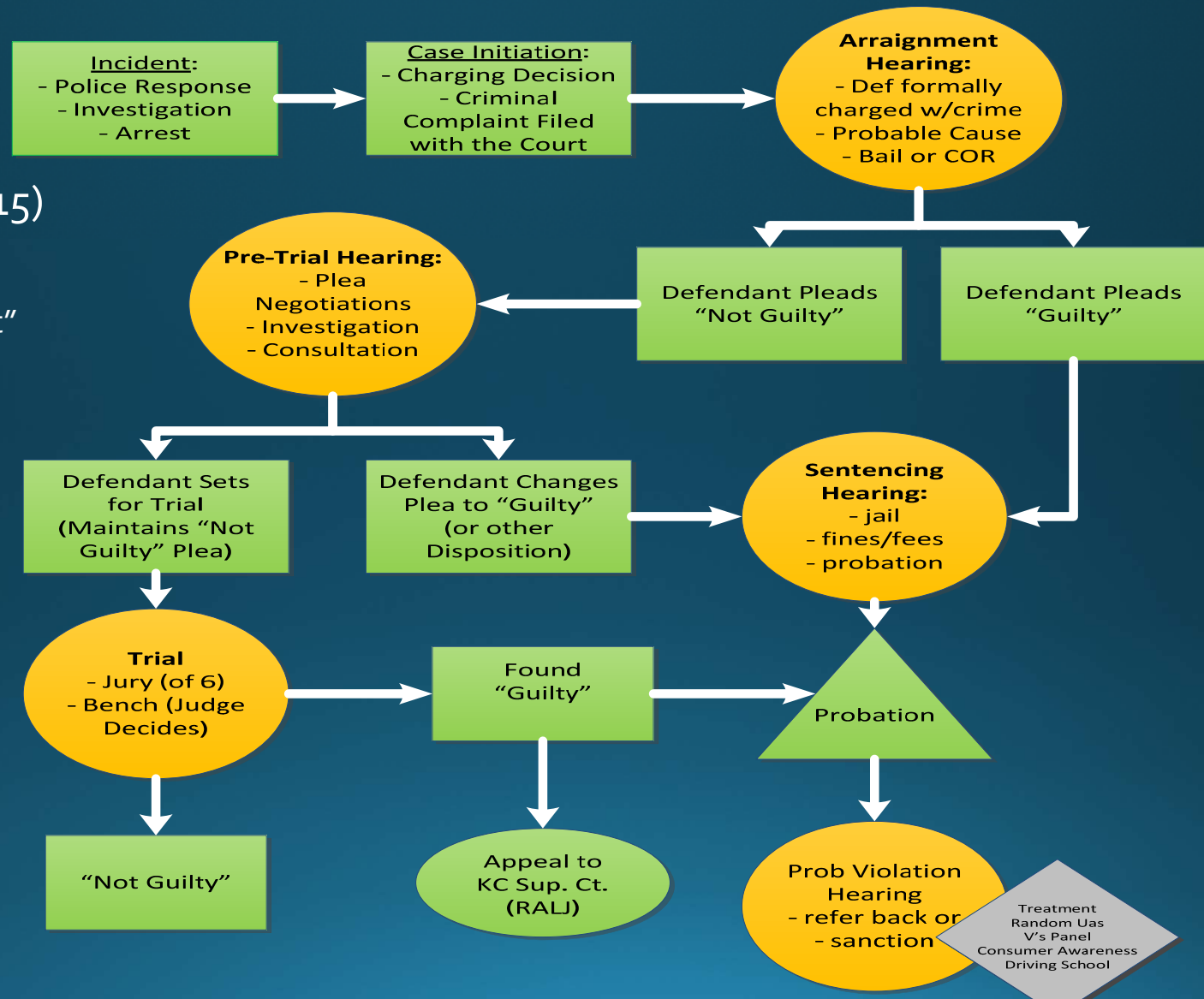
City's Burden of Proof:
"preponderance of the evidence"



Criminal Case Flowchart

(2,130 hearings in 2015)

City's Burden of Proof:
"beyond a reasonable doubt"



The Work of a Judge

- On the bench
- Off the bench
- Beyond the bench



On the Bench . . .

- Set bail and/or conditions of release
- Accept pleas
- Decide issues of fact (motions & bench trials) & law
- Issue arrest warrants (for FTA/FTC)
- Review police applications for search warrants (24/7)
- Rule on admissibility of evidence at trial
- Impose sentence upon conviction, including terms of probation
- Grant / revoke deferred dispositions
- Rule on alleged violations of probation & impose sanctions for FTC

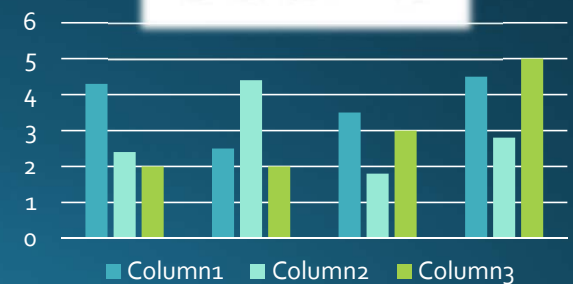


Off the Bench: Administrative Duties

- Supervise the daily operation of the court, including management of all personnel
- Develop policies and procedures that improve the court's effectiveness
- Supervise the court's accounts and auditing, as well as budget preparation
- Supervise preparation & filing of reports required by statute and court rule
- Ensure secure maintenance of case files and records
- Court Administrator key part of management!!



WASHINGTON
COURTS



Beyond the Bench: Community Engagement



- Criminal Justice Community - engage other stakeholders in the conversation – law enforcement, social service organizations, local and state lawmakers, state assistance providers, and fellow judges
- Local Community- engage community members through talks like this or Law Week activities - sharing the work of the Court. Every interaction is an opportunity to share.
- School Community – teaching kids of all ages about civic responsibility and justice; encouraging tomorrow's lawyers and judges today!

Your Municipal Court . . .

- Represents our constitutional system of justice in your city
- Enhances quality of life by adjudicating criminal cases that impact public safety
- Acts as a check on the actions of law enforcement
- Safeguards the rights of the accused by guaranteeing the right to a speedy trial before an impartial jury in criminal cases
- Safeguards the rights of victims by imposing appropriate sentences and probationary terms on those convicted of crimes against persons

Criminal Justice System





Government 101

Part 7(b)

Prosecution





Partners in Law Enforcement

Law enforcement has two pieces:
police and prosecution

Police

- ▶ Prevent Crime
- ▶ Stop crimes in process
- ▶ Investigate crime and identify the offender

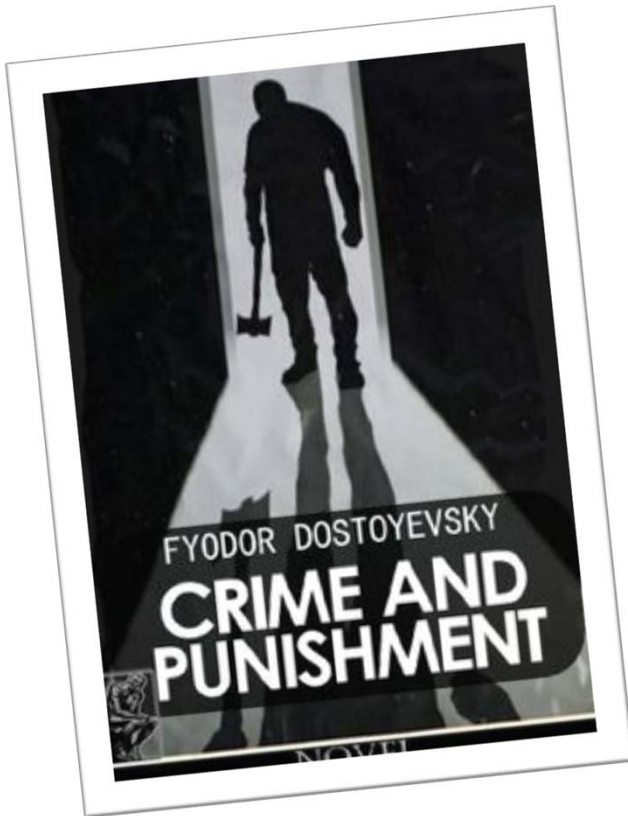
Can detain for investigation

Can arrest for safety, or to ensure
defendant's appearance in court

- ▶ No authority to punish criminal behavior



Consequences



Most willingly follow the law
Consequences for those who don't

Deterrence

- Specific
- General

Rehabilitation

Incapacitation

Case must be proved in court
That's what we do

City's Responsibility to Prosecute

Felony crimes referred to the County to be filed in Superior Court

e.g., Homicide, Burglary, Rape, Arson, Robbery, Assault involving strangulation or serious injury, etc.

Prison term > 1 year

KCPA: 210 attorneys, >400 total staff, ~\$135,000,000 budget 2015-2016

"Each county, city, and town is responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and referred from their respective law enforcement agencies, whether filed under state law or city ordinance" - RCW 39.34.180

Generally less serious crimes

Much more common

Types of Cases Prosecuted

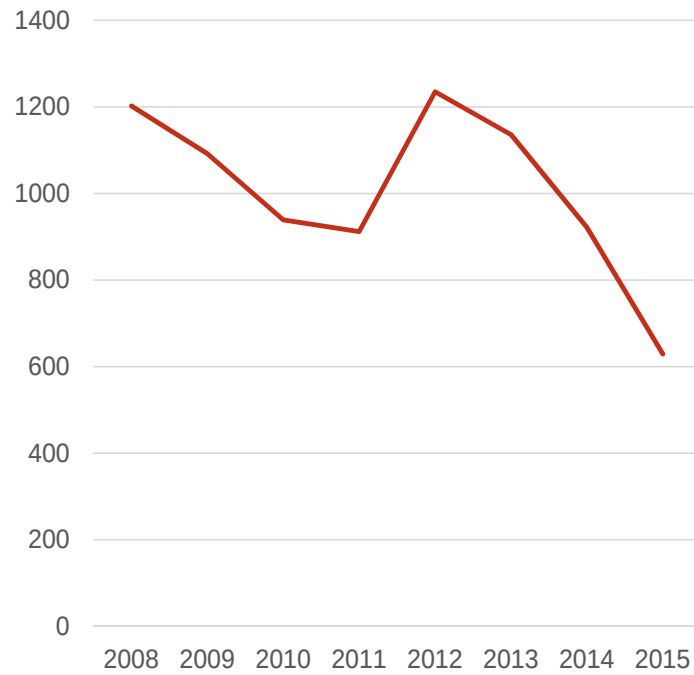
- ▶ DUI/Physical Control/Neg. Driving
- ▶ Assault 4th Degree
- ▶ Theft < \$750
- ▶ Criminal Trespass
- ▶ Malicious Mischief < \$750
- ▶ Driving While License Suspended
- ▶ Vehicle Prowling
- ▶ Reckless Driving
- ▶ Disorderly Conduct
- ▶ No Contact Order Violation
- ▶ Hit and Run
- ▶ ... and many more

Felony Declines:

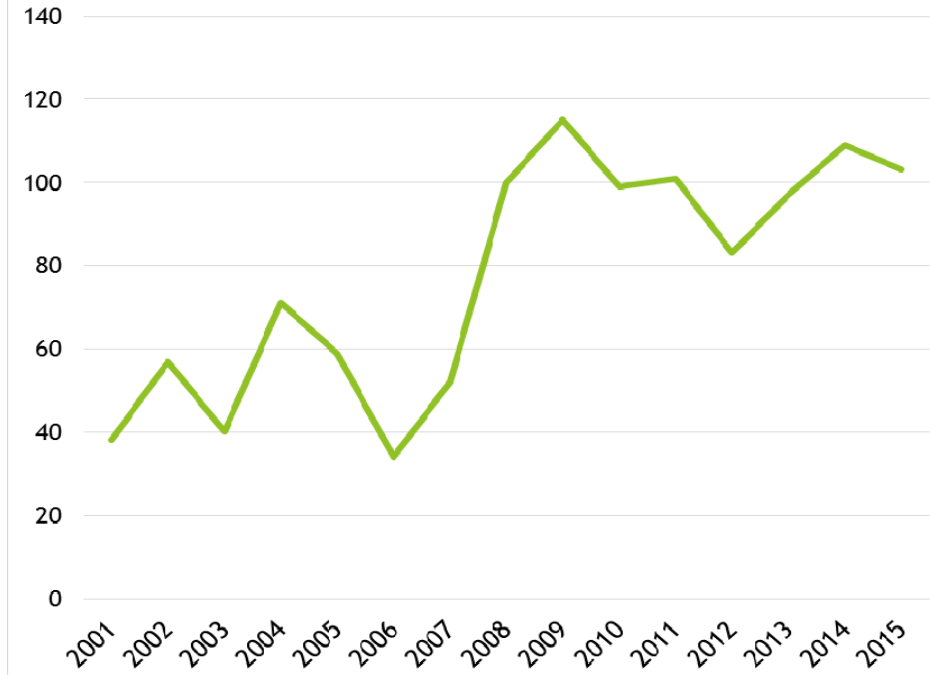
- ▶ Check Forgery
- ▶ Theft > \$750
- ▶ Malicious Mischief > \$750
- ▶ Trespass with intent to steal
- ▶ Felony Assault
- ▶ Assault of a Police Officer/Jail Guard
- ▶ Felony NCO Violation

If City doesn't prosecute, who will?

Total Crimes Charged

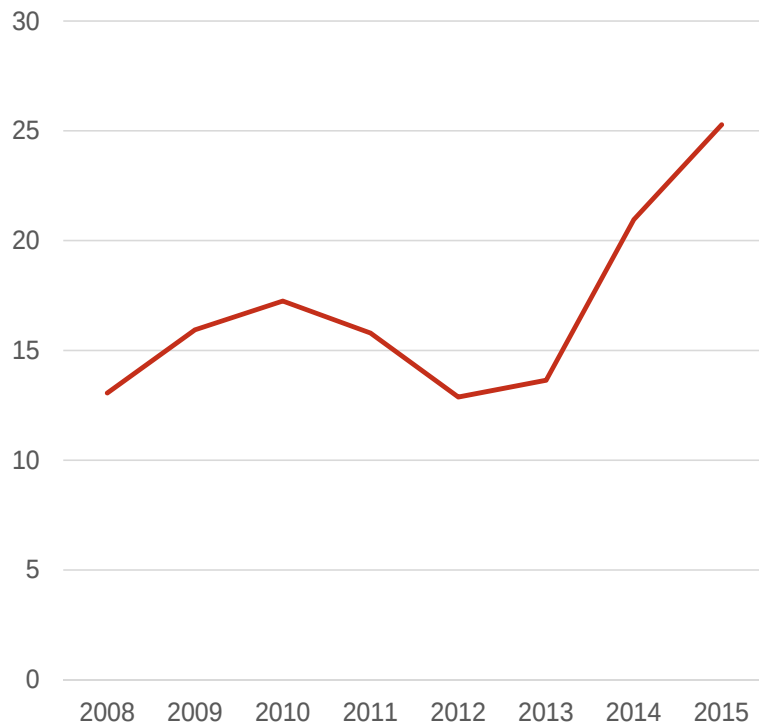


DV Assault



Domestic Violence

DV as % of Total Case Load



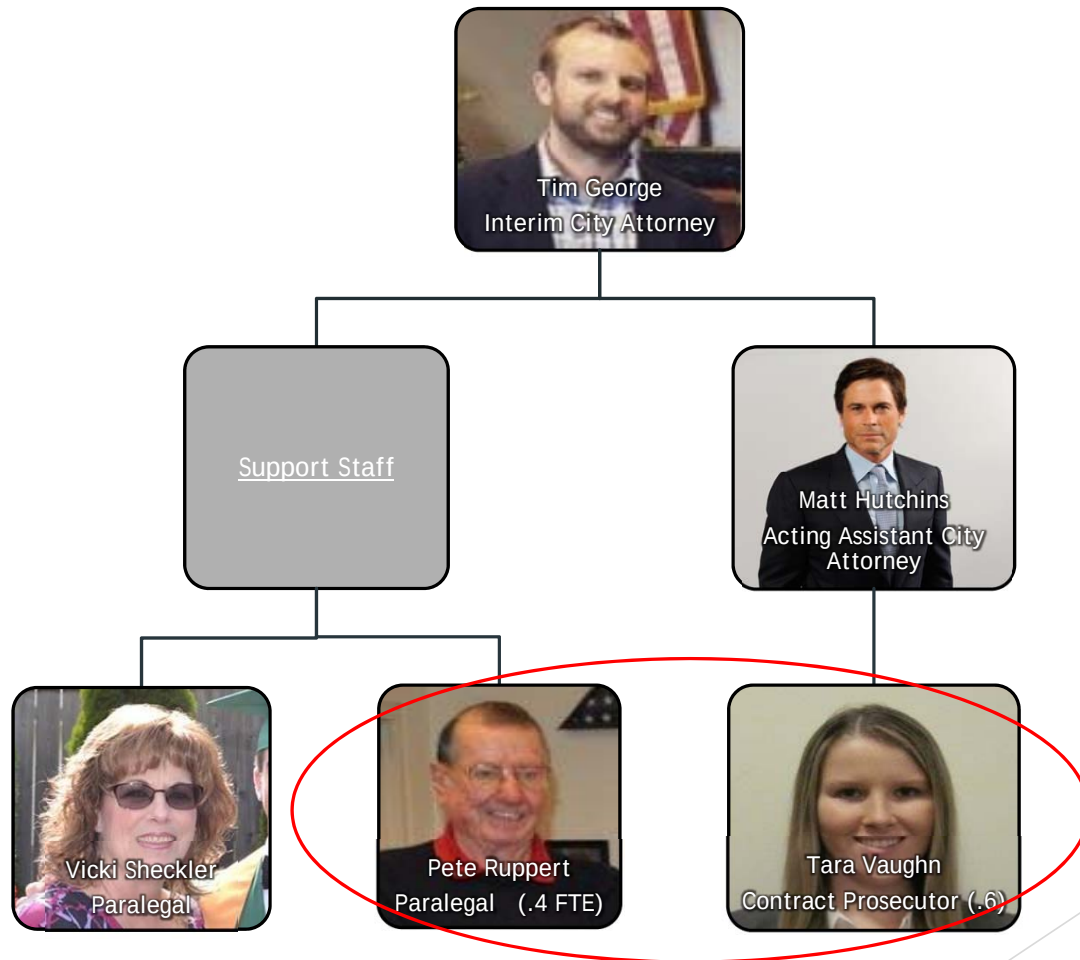
Victims reluctant to cooperate

- ▶ Fear
- ▶ Economic pressure
- ▶ Protect the family
- ▶ Control
- ▶ Love
- ▶ etc.

No witness = no case

- ▶ Poor success rate
- ▶ No consequences
- ▶ Abuse continues
- ▶ Need to end the cycle

Legal Department





Government 101 Part 7(b)

Public Defense

Public defenders and criminal defense attorneys stand as the first line of defense between citizens and the government.

Typical “Life” of a Criminal Case

1st ROUND

- **Beginning of court proceedings**
- **Initial Appearance**
- **Rights at Arraignment**
- **Public Defender Screening**



Advisement of Rights at Arraignment

- Right to know nature of charges against you and to be given a copy of the complaint
- Right to an attorney
- Right to a speedy trial
- Right to a jury trial
- Right to hear and question witnesses
- Right to compel witnesses
- Right to testify or remain silent

DES MOINES MUNICIPAL COURT, KING COUNTY, WASHINGTON
NORMANDY PARK MUNICIPAL COURT, KING COUNTY, WASHINGTON
21630 11th Ave South, Suite C
Des Moines, WA 98198
206-878-4597

NOTICE TO DEFENDANTS—EXPLANATION OF RIGHTS

You are charged with a crime by the City of Des Moines. You have the following rights:

1. You have the right to be represented by an attorney at all stages of these proceedings. If you cannot afford an attorney, you are entitled to have an attorney appointed to represent you. *(If you wish to request a court-appointed attorney, please complete a Request for Public Defender form. You can obtain the form at the front counter and you must return the form to the court within 24 hours).*
2. You have the right to a speedy, public jury trial, or a bench trial. A jury trial is one in which six persons hear the evidence in your case, and all six must agree on a verdict. In a bench trial, the judge will hear the evidence and enter a verdict. If you wish to have a jury trial, request one at the time of your arraignment. If you give up your right to a jury trial by signing a waiver, that right may be reinstated by making a written request to the court within (10) days of your arraignment.
3. You have the right to remain silent before and during trial, and you need not testify against yourself. Anything you say can be used against you.
4. You have the right to confront and cross-examine any witnesses for the City who might testify against you.
5. You have the right to call witnesses to testify on your behalf.
6. You have the right to appeal a conviction after trial if you plead "not guilty."
7. You are presumed innocent until a charge is proven beyond a reasonable doubt, or enter a plea of "guilty."

If you do not know whether you should plead "guilty" or "not guilty," then plead "not guilty." Should you decide to plead "guilty," all the rights explained above are waived, except your right to counsel. The right to counsel is retained throughout the entire proceeding.

I UNDERSTAND MY CONSTITUTIONAL RIGHTS AS THEY HAVE BEEN REPRESENTED TO ME BY THE COURT AND ACKNOWLEDGE MY UNDERSTANDING OF THOSE RIGHTS BY MY SIGNATURE BELOW.

☐ I request a Bench Trial (trial by a Judge)

☐ I request a Jury Trial

Please Print Below

Defendant _____

Address _____

City _____ State _____ Zip _____

Phone _____

(Area Code) _____ Date _____

Defendant's Signature _____

Original - Court Yellow - Defendant

Add \$346 for each person over 8

Typical “Life” of a Criminal Case, cont’d

2nd Round - Discovery. This is usually the longest part of any criminal proceeding.

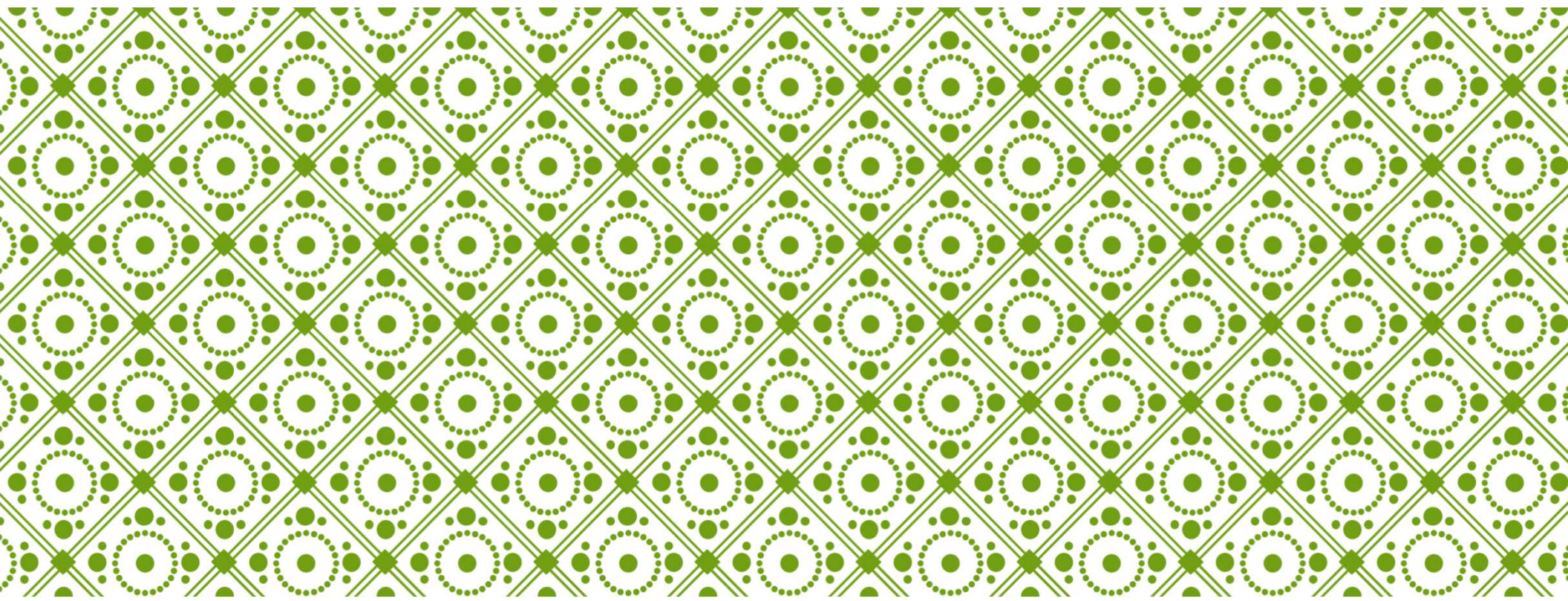
3rd Round - Prospective Settlement.

4th Round - Trial (aka the Superbowl for attorneys)

➤ **Bench or Jury Trial**







GOVERNMENT 101 PROBATION SERVICES

2016

WHAT IS PROBATION?

- ❖ Someone in the court (probation officer) is monitoring all defendants on a suspended sentence, deferred sentence or deferred prosecution for compliance with court orders for the duration of jurisdiction.
- ❖ Type of supervision is based upon nature of offense, defendant's criminal history and other relevant factors such as treatment requirements and risk to self and/or others.
- ❖ Probation can be divided into two categories: Active Supervised and Monitored Unsupervised.
- ❖ Goal of probation is rehabilitation and retribution.

TYPES OF PROBATION

❖ ACTIVE SUPERVISED PROBATION

❖ Initial Intake Appointment

- ❖ Lasts 30 minutes to 1 hour
- ❖ Consists of Risk Assessment; Needs Analysis; Review of Conditions of Sentence; Expectations of Probation; Goal-Setting and Paperwork

❖ Minimum of Bi-Monthly Face-to-face contact with probation officer

- ❖ Each monthly visit lasts 15-30 minutes
- ❖ Consists of compliance review of affirmative conditions, review of defendant criminal history, abstract driving record, fines/fees and continued goal setting.

❖ MONITORED UNSUPERVISED PROBATION

❖ Comprehensive File Reviews

- ❖ Review of completion of affirmative conditions, defendant criminal history and abstract driving record.

❖ Files reviewed every 30-180 days.

- ❖ Frequency of file reviews determined by nature of offense; status of fines/fees; affirmative conditions and criminal history.
- ❖ DUI/DV related cases reviewed on average of 8 times a year.

ADDITIONAL RESPONSIBILITIES

- ❖ Attend all review hearings
- ❖ Pre-Sentence/Post-Sentence Investigations
- ❖ Probation Case Management System
- ❖ Jail Alternatives
- ❖ DNA Collection for CODIS
- ❖ Presumptive Breath Testing
- ❖ Saliva Drug Testing
- ❖ Washington State Interstate Compact Compliant

VIOLATIONS OF PROBATION

- ❖ Failure to comply with affirmative conditions
 - ❖ Evaluations; treatment; victims panels or community service.
- ❖ Failure to report to probation
 - ❖ Missing scheduled appointment, court ordered intake or pre/post-sentence investigation
- ❖ New Criminal Law Violations
- ❖ New traffic violations
 - ❖ Mandatory revocation of 30 days for those convicted of DUI with subsequent driving without valid license and/or insurance
- ❖ Appearing at probation under the influence; with active bench warrants or making threats of physical harm to probation



KEEP
CALM
AND
LOVE YOUR
PROBATION OFFICER

PROBATION BY THE NUMBERS

- ❖ 345 Active Individuals with Open Cases
 - ❖ 54 Defendants in Bench Warrant Status
 - ❖ 32 Defendants under Active Supervision
 - ❖ 312 Defendants on Monitored Probation
- ❖ 156 DUI/Physical Control Offenders
 - ❖ 70 Repeat offenders (44.8%)
 - ❖ 46: 2 DUI Related Convictions
 - ❖ 16: 3-4 DUI Related Convictions
 - ❖ 8: 5+ DUI Related Convictions (2 w/7)
- ❖ 110 DV Offenders
 - ❖ 87 Repeat Offenders (79%)
- ❖ 86 Offenders have a felony history
 - ❖ 40 of which are violent felons



RESOURCES OFFERED

Presently

- ❖ Defendant Resource Center
 - ❖ Treatment Provider List; Job Training; License Re-Instatement; Ignition Interlock Information; DSHS; Victim Resources
- ❖ Bus Passes
- ❖ Toiletries
 - ❖ Shampoo, soap, toothbrushes, toothpaste, combs etc.
- ❖ 7-Day a week access to probation by email.
- ❖ Excellent working relationship with area treatment providers, EHM providers, DOL, public defenders and prosecutors office.

Looking Ahead

- ❖ Partnership with King County DOC
- ❖ Additional Social Services
 - ❖ Food and clothing vouchers
- ❖ In house offender classes
 - ❖ Anger Management; Consumer Awareness; Recidivism Prevention